

repair and replacement (provided, however, that nothing herein shall require Declarant to make any such transfer).

8. ASSESSMENTS.

8.1 Responsibility. Each and every initial and subsequent Owner of a Lot, by acceptance of fee simple title to such Lot, regardless whether it shall be expressed in any deed to such Lot or any other conveyance instrument, shall be deemed to covenant and agree to pay such Owner's proportionate share of all assessments in accordance with the provisions of this Declaration. These assessments include, but are not limited to assessments for the operation and administration of the Association, as well as the maintenance of all Common Areas, Designated Areas and Improvements and Facilities and for the operation, management and maintenance of the Water Company, and any other expense not already included in this Declaration if decided to be in the best interest of the Association by virtue of a vote of not less than fifty-one percent (51%) of the Association membership.

Certain assessments for the Association's expenses will be required from time to time to bring the Subdivision in compliance with County standards, such as for the installation of street lighting. Each lot Owner shall be responsible for such Owner's proportional share of such expenses to the extent that they are or are not incorporated into the budget as described below.

8.2 General Assessments. At least sixty (60) days prior to the date set for each annual meeting of the Association, the Board shall prepare or cause to be prepared and shall adopt a budget for the upcoming fiscal year of the Association; provided, however, that in the case of the initial budget of the Association, the Board shall have the right (but not the obligation) to adopt such budget at any time (in the Board's sole discretion) after the recordation of this Declaration. Such budget shall cover all of the then applicable estimated costs of all operations, activities and obligations of the Association, including the cost of operating and maintaining the Common Areas, Designated Areas and Improvements and Facilities, as provided herein, the payment of any taxes, insurance and other expenses of the Association, the cost of performing all of the Association's obligations under this Declaration, amounts for capital expenditures and reserves, and the cost of performing all necessary or desired services. Assessments based on such budget shall be allocated equally among each of the Lots (regardless of such factors as the size, value or location of the Lots or the degree to which a particular Lot may or may not be benefiting from the services performed by the Association). The initial assessments shall commence as of a date determined by the Board in its sole discretion, and no delay in the commencement of such assessments shall in any manner affect, impair or waive the right of the Board to later commence

such assessments. A copy of the Board's budget and the amount of assessments to be paid by the Owners shall be sent to each Owner at least thirty (30) days before the commencement of the fiscal year (or other period of time) for which such budget applies, or as soon as practicable thereafter; provided, however, that a copy of the initial budget need not be distributed by the Board to the owners until such budget has been adopted by the Board. If for any reason the Board should fail to adopt a budget for the upcoming fiscal year, then the assessments to be paid by the owners pursuant to the budget then in effect automatically shall continue on the basis of the last budget in effect; provided, however, that the Board shall have the right to levy supplemental assessments as provided below. Each Owner shall pay the assessments to the Association, in advance in annual, quarter-annual or monthly installments, as the Board may direct.

- 8.3 **Supplemental Assessments.** In the event that the general assessments payable under subparagraph 8.2 above prove inadequate for any reason, including nonpayment of any Owner's share thereof or unanticipated damage to any Common Areas, Designated Areas or Improvements and Facilities (such as by Acts of God or by Owners or non-owners), the Board by vote of a majority of Directors, or the membership by vote of a majority thereof may prepare or cause to be prepared a supplemental budget and levy further assessments in the amount of such actual or estimated inadequacy, allocating such supplemental assessments equally among the Owners of each Lot. Such assessments shall be due and payable by the Owners within twenty (20) days after the date of levy, or thereafter on such installment basis as may be determined by the Board.
- 8.4 **Special Assessments.** In addition to the assessments authorized above, the Board may also levy a reasonable assessment against any Owner for monies expended by the Association in performing any act, function or duty directly or indirectly caused by such Owner's act, or failure or refusal to act, or failure to comply with this Declaration, the Articles, the Bylaws or the rules and regulations of the Association. Such assessment shall be in the amount so expended plus an amount to cover the Association's overhead equal to ten percent (10%) of the amount so expended (or such other amount for overhead as may be determined by the Board), and shall be due and payable to the Association within ten (10) days after the date of levy. Monies so expended shall include, without limitation, reasonable engineers', architects', attorneys' and accountants' fees incurred by the Association.
- 8.5 **User Fees.** Nothing herein shall be deemed to prevent, and the Board shall be empowered to establish and collect from time to time from individual Owners, reasonable fees on a separate and individual bill, for services rendered at the request of,

or on behalf of individual owners, as well as for water utilized by each owner or with respect to said Owner's Lot.

- 8.6 **Interest and Late Charges.** All sums not paid when due from an Owner shall bear interest from the due date until paid in full at the rate of one percent (1%) per month, or at such other interest rate as may be set from time to time by the Board. In addition, each Owner shall be subject to a late payment administrative charge of five percent (5%) of the unpaid amount if not paid within fifteen (15) days of its due date, or such other late charge as may be set from time to time by the Board. The failure by the Association to collect such interest or late charge shall not constitute a waiver of the right to do so at any time thereafter.
- 8.7 **Lien and Default.** Each assessment (whether regular, supplemental or special) and all other sums owed by an Owner under this Declaration shall be a separate, distinct and personal debt and obligation of such Owner. Each assessment or any installment thereof when due, all other sums owed under this Declaration, together with all costs and expenses of collection, including all reasonable attorneys' fees, shall also be and are a continuing and perpetual lien and charge upon the fee simple title to such owner's Lot and upon the owner's interest in such Lot. Upon an owner's failure to pay any such assessment or installment thereof or any other sums due under this Declaration, the Association may, but need not, record a Notice of Default in the Bureau of Conveyances of the State of Hawaii. The Association's lien shall be subject and subordinate to the lien of the Paramount Liens as more particularly set out in paragraph 8.10 below, but shall be prior to all other liens, encumbrances and interests upon or in the Lot or the owner's interest in the Lot, including any leases and agreements of sale. The Association's lien may be foreclosed through suit in like manner as a mortgage on real property (including by foreclosure pursuant to Chapter 667, HRS). The Association shall have power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. A suit to recover a money judgment for damages or for unpaid assessments and other sums shall also be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law or equity in the enforcement of each owner's obligations.
- 8.8 **Voluntary Conveyances. Co-Owners.** In a voluntary conveyance of any Lot, the transferee of the Lot shall be jointly and severally liable with the transferor for all unpaid assessments and other sums, interest, late charges and costs of collection, without prejudice to the transferee's right to recover from the transferor the amounts paid therefor by the transferee. If more than one person owns a Lot or interest therein, all such persons shall be jointly and severally liable for the payment of all assessments, sums, interest, late charges and costs of collection.

8.9 **Estoppel Certificate.** When requested by an Owner, the Association shall execute a certificate stating the amount of any delinquent or unpaid assessment owed by the owner. Such certificate shall, except as to the amount of any unpaid assessments which such certificate failed to reflect due to any checks which, within thirty (30) days before or after the date of the certificate, have been or are dishonored or not otherwise paid, be conclusive upon the Association in favor of all persons who may in good faith rely thereon, as to the amount of such delinquency as of the date of the certificate. The Association shall be entitled to a reasonable servicing charge as a condition to issuing the certificate. No such certificate, however, shall constitute any representation or agreement by the Association that the owner is in compliance with any other provision of this Declaration.

8.10 **Paramount Liens.** Notwithstanding all other provisions of this Section:

(a) A lien created upon any Lot pursuant to Section 8.7 above shall be subject and subordinate to the following liens and indebtedness secured by such liens (such liens being herein called "Paramount Liens"): the lien of any recorded first mortgage recorded prior to time of lien in favor of any person (meaning a mortgage having first priority over other mortgages) upon the fee simple interest in the Lot made in good faith and for value. If a Lot should be conveyed pursuant to a foreclosure of a Paramount Lien encumbering such Lot, the purchaser at such foreclosure sale shall not be liable for any assessments or other sums payable under this Declaration and accruing prior to the date of conveyance, but shall be liable for all assessments and other sums accruing thereafter. No such conveyance shall relieve the prior owner of personal liability for the payment of all such assessments and sums accruing prior to such conveyance.

(b) No amendment to this subparagraph (a) shall affect the rights of the holder of any Paramount Lien who does not join in the execution thereof.

(c) By written subordination agreement authorized by the Board, the benefits of (a) and (b) above may be extended by the Board to mortgages and other liens not otherwise entitled thereto.

9. **INDEMNITY.** The Association and all Owners and occupants of Lots shall defend, indemnify and hold harmless Declarant, (and the members thereof and agents therefor) from and against all claims and demands for loss or damage, including property damage, personal injury or wrongful death, arising out of or in connection with the exercise by any of them or their agents, contractors, servants, guests or invitees of any

rights or obligations created by this Declaration, and shall use and permit the use of the Common Areas, the Designated Areas and the Improvements and Facilities at their sole risk without any obligation or responsibility whatsoever of Declarant for the condition, control or other use thereof, and shall jointly and severally reimburse Declarant for any and all costs and expenses, including reasonable attorneys' fees, incurred in connection with the defense of any such claim or demands, or incurred in connection with any act or failure to act by the Association, or in case Declarant, without any fault on its part, shall be made a party to any litigation commenced by or against the Association.

During the course of subdividing the Property, Declarant entered into subdivision agreements with the County of Maui and various other County and State Agencies, each of which has been recorded in the Bureau of Conveyance of the State of Hawaii prior hereto. Pursuant to said agreements Declarant has agreed on behalf of itself, its successors and assigns, to indemnify the County and other agencies from liability. By accepting title to a Lot within the Subdivision, the Owner thereof, and the Association on behalf of all Owners, shall be deemed the successors and assigns of Declarant with respect to said indemnification and shall be primarily liable for, and shall indemnify Declarant against, such indemnification and all costs, fees and expenses related thereto, as the same may apply to the Subdivision and arise or be involved from and after the date of recordation of this Declaration.

10. **USE OF OWNER'S LOT; COMPLIANCE WITH LAWS.** Each Owner and all occupants of any Lot in the Subdivision shall at all times comply with all applicable County, State and Federal laws applicable thereto including but not limited to State Department of Health and Federal Environmental Protection Agency rules and regulations. In addition, each Owner and occupant shall at all times comply with and observe each and every one of the following provisions; provided, however, that in the event of any conflict between or among the provisions set forth below and applicable laws, the most restrictive provision or law shall control:
 - 10.1 **Use and Site Development Restrictions and Requirements.**
 - 10.1.1 **Land Use and Building Type.** Each Lot shall be used only for purposes as permitted under the Agricultural District. No lot or residence or other building constructed on any Lot may: (a) be leased or rented by the owner thereof for any term of less than six (6) consecutive months, and such lease or rental agreement shall not contain any option or right to cancel such lease or rental agreement at any time prior to the expiration of said six-month period; or (b) be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so called "vacation license," "travel club membership" or "time-interval ownership" arrangement. The

term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a Lot or residence or other building upon the Lot rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

No more than two single family dwellings shall be placed, altered or permitted to remain on any Lot together with private garage, and related barn/stable/workshop structure(s), provided that in no event shall any structure be permitted except in conformance with Maui County law, building and zoning regulations and the Design Guidelines set forth herein.

10.1.2 Rezoning. No Lot shall be rezoned prior to twenty (20) years from date hereof without consent of Declarant or Declarant's successor or assign.

10.1.3 Utilities. Except for propane gas, cable TV and trash collection, any utility services provided to the boundary of each Lot shall be in a completely underground distribution and/or collection system. Propane gas must be kept underground or within an enclosure. Trash receptacles shall be screened from view of adjacent properties and roadways.

10.1.4 Individual Lot Plot Plans.

(a) Plot Plans for each individual Lot will be furnished to the initial Owner thereof designating utility locations and contours. All grades and contours indicated thereon are approximate and subject to verification by the Owner. (b) It shall be the owner's responsibility to examine the Plot Plans, to arrange for subsurface soil investigation and to design and construct the owner's structures accordingly. Each owner is advised to obtain a comprehensive soils report prior to commencing any construction upon a Lot.

10.1.5 Easements. Easements for the installation and maintenance of utilities, for drainage facilities, and for any other purposes, will be set forth in or shown on the deed conveying the Lot to the owner, and/or the Plot Plan for each Lot. No improvements, roof eaves or overhangs, or major plantings shall be placed on, below or above these easements without the conformance of any applicable governmental authority.

10.1.6 Lot Drainage. The flow of surface and/or subsurface drainage onto, across or from each Lot, shall not be obstructed. Such run-off shall be dispersed or channeled by surface swales or other facilities in such a manner as to prevent erosion and damage to

adjacent or nearby properties. Designs which are impractical or do not adequately consider the possible adverse effects on adjoining property, will be disapproved.

Each Lot owner shall be solely responsible for the design of all drainage facilities for the owner's Lot and will be liable for all claims for damages resulting therefrom. Drainage design plans shall require an architect's or engineer's stamp.

- 10.1.7 Temporary Structures and Surplus Materials. Temporary structures, trailers and construction materials may be placed on a Lot only at the commencement of construction and are to be completely removed from the Lot no later than thirty (30) days from the "date of completion", as that term is defined in HRS, Section 507-43. A refuse disposal bin shall be placed on site and shall be serviced on a weekly basis during the entire term of construction.
- 10.2 Pollutants. Each Owner and such Owner's lessees, invitees, guests and other occupants of such Owner's Lot shall not, through their intentional acts or gross neglect, cause any pollutants, contaminants or similar harmful substances, to be introduced into any water passing through any water pipeline passing under or through such Owner's Lot or the Common Areas.
11. LANDSCAPE DESIGN STANDARDS. The climate and existing landscape are important factors which must be considered in the design of improvements and alterations to the landscape. The following landscape design standards relate to the land and deal with the issues of siting, grading, excavation and landscaping.
 - 11.1 Developed Area. The Developed Area includes the Building Area, the Private Area and the Agricultural Area as defined below.
 - 11.2 Building Area. The Building Area shall include (only) the portion of the Lot upon which may be constructed the Dwelling and other related buildings.
 - 11.3 Private Area. The Private Area is that part of the Developed Area which is next to any Dwelling and extends out not more than fifty (50) feet in any direction. The Private Area is the least restrictive in terms of what plants, shrubs, and trees can be planted therein. Windbreak planting may be allowed if the owner demonstrates that such planting will be located and maintained in such a way as not to obstruct the view from the "Building Area" of other Lots.
 - 11.4 Agricultural Area. The Agricultural Area is that portion of the Lot not identified as Developed or Private and shall be used by the owner for agricultural purposes. This area will be planned in such a manner that the visual impact and activity level of

farming, grazing or other agricultural use will be minimized in terms of adjacent Lot owners. The Agricultural Area may be extended into the front, side and rear yards. The use of Agricultural area shall conform to the following:

- (a) Every Owner shall engage in some agricultural pursuit, whether related to the growing and gathering of crops, fruits, vegetables, flowers, trees or other plants, or to grazing of authorized livestock.
- (b) Each Owner shall, within ninety (90) days of closing of escrow (or such longer period as may be agreed to by the Board of Directors), erect a three rail, white, wood or PVC fence at all boundaries fronting roadways, ~~and also fence of~~
~~of wood or metal along all other boundaries of each Owner's lot.~~
- (c) Cows, horses and/or sheep shall be allowed to graze in the Agricultural Area, but no more than a combined total of six animals per lot. No other livestock shall be allowed. Dogs and cats will be allowed to the extent that their numbers do not create a nuisance to other Lot Owners. Up to four (4) chickens (no roosters) may be allowed on any Lot, upon prior approval by the Board, provided the same do not create a nuisance (noise or otherwise). A decision on whether a nuisance is present will rest with the Association Board in its sole discretion.
- (d) ~~Drainage (including any~~
~~drainage system (other than fencing and improvements) more than six (6) inches~~
~~above grade level shall not be allowed in the setback areas set forth in paragraph~~
~~11.5.~~
- (e) Proposed agricultural pursuits shall conform to all of the provisions of the Declaration and the Design Guidelines and to all codes, ordinances, rules and regulations of any governmental authority having jurisdiction over the Lot.

11.5 Sitework.

- (a) No soil materials shall be imported to any lot; other than topsoil or engineered construction base course materials. No export of site material shall be allowed other than excess excavation materials.
- (b) Import material shall be free of noxious substances, spores, seeds, plant material, insects, larva and eggs, particularly termites and carpenter ants, or other materials or organisms that may cause a nuisance or hazard to persons, property or plant life.

- (c) Exposed cut and or fill shall not exceed eight (8) vertical feet without being terraced, except where a hardship can be demonstrated.
- (d) Cut or fill slope shall not be steeper than three (3) horizontal feet to one (1) vertical foot.
- (e) Except for access drives and approved improvements within the Agricultural Area, cut and fill shall not occur outside the Private Area.
- (f) All grading and other Improvements shall be done in a manner that maintains the natural flow of surface water without creating erosion of or increasing discharge from the Lot.
- (g) All exposed cut, fill and graded areas shall be landscaped, i.e., grass and ground cover plants, and/or maintained in an agricultural use. In all such areas, measures shall be taken to mitigate the establishment of noxious weeds.

In the event of any violation of (a) through (g) above, the Declarant or the Association may cause such Lot to be restored to its condition existing immediately prior to such violation. The owner of such Lot shall reimburse expenses incurred by the Declarant or the Association in performing such obligations under this paragraph, including attorneys' fees and costs.

- 11.6 **Parking Spaces.** Each Lot shall contain parking space within the Lot for at least two automobiles in an enclosed garage either attached to or detached from the main Dwelling. Additional parking spaces are highly desirable to accommodate guest parking. No on-street parking or parking in easement or setback areas will be permitted.
- 11.7 **No Visible Storage Tanks.** All fuel tanks, water tanks, or similar storage facilities shall either be constructed to be shielded from view from public areas and neighboring lots by walls, fences or landscaping, or shall be installed or constructed underground. All tanks of any type shall comply with all applicable Federal, State and County laws.
- 11.8 **Site Drainage.** Site drainage shall not drain to adjoining Lots, except as established by natural drainage patterns, nor cause a condition that could lead to soil erosion on open spaces.
- 11.9 **Setbacks.** All Lots of four (4) acres or more shall have minimum 100-foot setback from all road rights-of-way and 30-foot setback from the side and rear property lines. Lots

smaller than four (4) acres shall have minimum 50-foot setbacks from all road rights-of-way and 30-foot setback from the side and rear property lines. These setbacks shall not apply to driveways and access roads within each residential lots.

11.10 Access Drives. Wherever feasible, access drives shall be paved with either asphalt or concrete.

11.11 Swimming Pools. No temporary, plastic, or prefabricated swimming pools will be allowed to be placed on any Lot above the natural grade. Permanently constructed swimming pools will be allowed below grade or above grade so long as they are appropriately integrated into the Landscaping and grading design so as to minimize the visual impact on common areas and neighboring Lots.

11.12 Signs and Other Improvements.

(a) Signs. No Signs or advertising posters of any kind shall be maintained or permitted within the Subdivision; provided, however, that notwithstanding the foregoing, (a) one professionally prepared, securely, installed sign not exceeding five (5) square feet in area may be displayed upon a Lot advertising such Lot for sale or lease provided that no such sign may indicate prices or other sales terms, and (b) Declarant may construct, install, and maintain "For Sale" signs as above described on Lots owned by Declarant, and larger signs at the entrances of and other strategic places within the Subdivision for the promotion and marketing of the Subdivision and signs for advertising the Declarant's efforts in the construction of the Improvements at the Subdivision. The term "professionally prepared" shall mean that such sign is prepared by a graphic designer.

(b) Lighting. Lighting should create a unified, natural effect that will not interfere or compete with the dramatic nighttime panorama views of the landscape and surrounding mountains. Mercury vapor lamps or lamps which emit light of a similar character, exposed fluorescent lamps visible from adjacent lots, flashing lights, color lights, unshielded exterior lights and lights which result in excessive glare are prohibited.

12. ARCHITECTURAL DESIGN STANDARDS

The following architectural design standards have been developed in the response to climatic and aesthetic considerations of the Subdivision. In the event of conflict between these Architectural Design Standards and applicable County Building Codes or other regulation, the more restrictive shall apply. During most of the year, the climate

is mild and comfortable with light trade winds. These conditions will be enhanced by various design solutions, such as keeping building at grade, shading window openings, and courtyards, and not using exterior materials which will increase glare. Muted colors which allow the natural colors of the landscape to predominate and other similar design requirements will be required to preserve the integrity of the Subdivision.

- 12.1 **No Reflective Finishes.** No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment and mailboxes.
- 12.2 **Height of Improvements.** Because the landscape is rolling, and because low buildings will maintain cooler summer daytime temperatures, single story buildings are encouraged. The maximum elevation of any Dwelling or other Improvement shall not exceed 30 feet. The maximum 30-foot elevation shall be the vertical distance measured from the highest point from natural grades adjacent to or under the Dwelling or other Improvement to the highest point on the roof, not including chimneys. In addition to the 30-foot height limit described above, no portion of a Dwelling or other Improvements shall be more than 30 feet high measured from the natural grade directly below. Chimneys, roof vents and other architectural projections may exceed the height limitations by no more than 6 feet.
- 12.3 **Size.** Dwellings, including detached Farm Dwellings, shall each contain not less than the following minimum square feet of living area, except and unless there are special circumstances or unique design solutions, as approved by the Board:
 - (a) Lots under 5 acres - 1,750 square feet Main Dwelling
500 square feet Farm Dwelling
 - (b) Lots over 5 acres - 2,000 square feet Main Dwelling
750 square feet Farm Dwelling
- 12.4 **Roofs.** In keeping with the low landscape, roofs should be predominantly of moderate pitch to reinforce the traditional Hawaiian ranch architecture. The overall appearance of the Dwelling or other Improvement will be an important consideration. The pitched roofs may be up to a maximum pitch of 12 in 12. Roof design shall be modulated to avoid large expanses of uninterrupted roof surfaces. Roofs shall step down from the highest elevations located at the center of the Lot to lower roof elevations located at the perimeter. The roof eaves line shall also be modulated to avoid monotonous building

facades. ~~Gable roofs, flat roofs, and mansard roofs are prohibited except where unique conditions warrant their use. The roof of any dwelling (excluding any detached garage) will have not less than eight (8) eaves.~~

The color of roofs must conform to the color standards set forth in the Design Guidelines which include only muted, light to middle range values of the landscape. Reflective roof surfaces which cause excessive glare are not allowed. Flat roofs are prohibited. Material shall be wood shakes, wood shingles, clay, ceramic, and cement tiles, copper, or other roofing materials of equivalent texture and character. Asphaltic composition roofing materials are acceptable. All roofing materials shall be noncombustible or fireproof. Metal roofs may be used provided that the following conditions are met:

- (a) Material shall be 26 gauge minimum and shall be copper (oxidized), aluminum, or hot-dipped galvanized steel. Flashing shall be the same material as roofing.
- (b) Fasteners shall be concealed using screws. Penetration through the roof is not allowed.
- (c) Profile shall be box or standing seam type ribs with ribs spaced at no less than 6 inches on center. Ribs shall be 1 inch minimum height. Corrugated type ribs are prohibited.
- (d) Finishes (except for copper) shall be factory painted with SMP, Kynar 500 full strength or the equivalent, and shall be low reflective, natural earthtone color.
- (e) Roof sheets shall be continuous length with no overlaps.

Mechanical equipment and other unsightly rooftop features shall be concealed from public view. Vent stacks, gutters, and other roof projections shall be compatible with the roof and walls. Downspouts must be attached (not freestanding) to the Improvement with color to match exterior walls. The glazing material and framing components for skylights shall be of a non-reflective finish.

Exposed prefabricated metal chimney flues shall be appropriately clad with material and color to match the exterior walls.

- 12.5 Colors. The color of external materials must generally be subdued to enhance the colors of the natural landscape. The colors of the landscape are rich and varied and are highlighted by different light conditions based on time of day.

12.6 **Materials - Exterior Surfaces.** Exterior surfaces will be generally of natural materials that blend and are compatible with the natural landscape. Stucco or traditional wood siding are to be the predominant exterior surfaces. Exterior wall finishes permitted shall include wood siding (tongue and groove siding, and shiplap siding), cement plaster (stucco) finish, moss rock wall, or other exterior wall finishes of equivalent texture and character.

12.7 **Building Projections.** All projections from a Dwelling or other Improvement including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surfaces from which they project, or shall be of another approved color. Electric metering equipment which is not attached to a Dwelling must be installed in an approved wall.

12.8 **Antennae; Earth Receivers; Clotheslines.** There shall be no antennae, satellite earth receiver or clotheslines of any sort either installed or maintained which are visible from neighboring Lots.

12.9 **Windows Doors and Skylights.** Windows, clearstories and skylights of anodized aluminum, baked enamel or wood are preferred for the Hawaiian climate. Window and door frames shall be constructed of wood, PVC, PVC coated wood frames, or anodized aluminum. Bronze tinted glazing material is recommended to minimize the intensity of the sun.

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~~Windows shall be screened with wrought iron or ornamental metal grilles. Wood grilles and screens shall be finished to match the walls.~~

~~Metal doors, except on barns or roll-up metal grilles, are not permitted.~~

12.10 **Garages.** All garages and adjacent areas shall abide by the following:

- (a) Garages shall be constructed to contain two (2) cars and shall be enclosed with an operable door of wood or similar construction.
- (b) ~~Garages shall not be used as habitable space.~~
- (c) Garage doors shall not open directly to the view from project roadways.