

ORIGINAL COVENANTS OF DEED

Note: The title above is so stated because some of the deeds conveying lots in Vacationland Hawaii Subdivision, Punā District, County and State of Hawaii from the developers, Vacationland Associates, to the first individual lot owner contain the covenants listed below. It is known that in at least one such deed these covenants were not included. It is known that in others of these deeds contain additional covenants. Therefore, it should not be assumed that any deed for Vacationland properties includes covenants as stated below. Further, such deeds as have been reviewed by this Association have no uniformity. No statements about deed provisions for an individual lot can be made without examination of the deed pertaining to that particular lot.

VACATIONLAND HAWAII COMMUNITY ASSOCIATION

"That no dwelling costing less than Five Thousand Dollars (\$5,000.00) shall be constructed on the premises; and that no used or second hand material shall be used or incorporated in the construction of any improvements to be erected upon the above-described premises, nor shall there be placed, or maintained upon the above-described premises, any 'quonset hut' type of building, nor shall there be erected, placed or maintained upon the above-described premises any war surplus or abandoned Army or Navy buildings, or other used buildings.

That no structure of a temporary nature, trailer, basement, shack, garage, barn, or other outbuildings shall be used on the above-described premises at any time as a residence temporarily or permanently.

That no building shall be located on any lot nearer than ten (10) feet to the front line.

That for any violation or threatened violation of any of said covenants, any owner or owners of said lots shall have a remedy against the offending party by action for damages, suit for injunction, mandatory or restraining, or any other remedy, without prejudice to the right of any other owner or owners to adopt or pursue the same or any other remedy thereafter for the same breach or failure or for any subsequent breach or failure.

That invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other covenants which shall remain in full force and effect.

That these covenants shall run with the land and shall be binding and continue in force for twenty-five years from date hereof, after which period said covenants shall automatically be extended indefinitely unless and until an agreement shall have been signed by a majority of the then lot owners of said lots agreeing to amend said covenants in whole or in part.

That in the event they subdivide the premises they will incorporate the foregoing six (6) paragraphs as covenants of the buyer."

Some original deeds contain the above covenants with the following paragraph added following the provision that no building shall be located nearer than ten (10) feet from the front line:

"That they will become members of the community association to be organized under a suitable name, and that they will pay the assessments that may be levied upon them as property owners by such community association for the repair and maintenance of the roads in the subdivision; it being understood that such assessments are to be fair and equitable."

*his is certainly violated by Jasson*

*Bylaws Reference*

*This is preserved in the By-laws*