

LAND COURT

REGULAR SYSTEM

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Princeville Community Association
P. O. Box 223277
Princeville, Hawaii 96722

AGREEMENT PERTAINING TO USE OF PROPERTY

THIS AGREEMENT, made and entered into as of the _____ day of _____,

200__ by and between _____,

whose residence and mailing address is _____

_____ hereinafter called the "Owner", and the PRINCEVILLE AT HANALEI COMMUNITY ASSOCIATION, a Hawaii non-profit corporation, whose principal place of business and mailing addresses are Princeville, Hanalei, Kauai, Hawaii and P. O. Box 223277, Princeville, Hawaii 96722, hereinafter called the "Association",

WITNESSETH:

WHEREAS, the Owner is the owner of that certain real property situate at Princeville, Hanalei, Island and County of Kauai, State of Hawaii, more particularly identified as Kauai Tax Map Key No.: _____ hereinafter "Subject Property"; and

WHEREAS, the Subject Property is subject to and governed by those certain restrictions, covenants and conditions set forth in the Declaration of Restrictions, Covenants and Conditions ("Declaration") dated March 1, 1971 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 7444 at Page 93; and

WHEREAS, the Subject Property is located in a district restricted to single-family residential use pursuant to Chapter 8 of the Kauai County code ("Comprehensive Zoning Ordinance"), and has further been classified as a "single family residential lot" pursuant to Article III, Section 1 (a) of the aforesaid Declaration; and

WHEREAS, Owner acknowledges that any of the restrictions, covenants and conditions imposed by the aforesaid Declaration may be enforced by the Association,

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter contained, the parties hereto mutually agree as follows:

1. That in consideration of the approval by the Community Design Committee of the plans and design of a single family residence for the Subject Property, the Subject Property and all of its appurtenances shall be used exclusively for the purposes allowed by the Declaration and/or applicable County or State laws, whichever shall be more restrictive.
2. The Owner and any successors and assigns to the Subject Property shall not suffer, permit or contribute to, the use of the Subject Property, or any of its appurtenances, for other than single-family residential uses, nor permit the continued use of said Subject Property for other than single-family residential uses, nor to permit, contribute to or cause the division or subdivision of said Subject Property.
3. The Owner, its successors and assigns, without limiting the right of entry of the Association under Article V, Section 5 of the Declaration, hereby grants to the Association, its agents or representatives, the right to enter upon the Subject Property, and any of its appurtenances, for the purposes of inspection of the Subject Property for compliance with Article III of the Declaration. This right of entry may be exercised only between the hours of 8:00 a.m. to 9:00 p.m., and prior to such entry, the Association shall give the Owner notice as specified in Article VIII, Section 11 of the Declaration of the intent to exercise the right of entry under this paragraph, at least 48 (forty-eight) hours prior to such entry.
4. The Owner and any successors and assigns to the Subject Property agree that any tenants permitted to reside in or upon the Subject Property shall be given a copy of this agreement at the time that such residency commences.
5. The provisions herein contained shall run with the Subject Property and be binding upon the undersigned and any successors and assigns and for so long as the limitations, restrictions, covenants and conditions of the Declaration shall remain in force and effect.

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 200__, before me personally
appeared _____ to me known to be the person described in and
who executed the foregoing instrument, and acknowledged that _____ executed the same
as _____ free act and deed.

Notary Public, State of

My Commission Expires:

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 200__, before me personally
appeared _____ to me known to be the person described in and
who executed the foregoing instrument, and acknowledged that _____ executed the same
as _____ free act and deed.

Notary Public, State of

My Commission Expires:

