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DOCUMENT# Doc A-47280814  
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**LAND COURT SYSTEM**

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TOTAL NUMBER OF PAGES: 6

TITLE OF DOCUMENT:

**AFFIDAVIT OF MADELENE ROBINSON RE ASSOCIATION RULES  
OF THE MAUNA LANI RESORT ASSOCIATION**

PARTIES TO DOCUMENT:

**AFFIANT:** MADELENE ROBINSON, Secretary of the MAUNA LANI RESORT ASSOCIATION, whose mailing address is 68-150 Hoohana Street, Kohala Coast, Hawaii 96743

Waikoloa, District of South Kohala, County of Hawaii, State of Hawaii  
Affects CTN 154,928

MLRA/12-4-12

**AFFIDAVIT OF MADELENE ROBINSON RE ASSOCIATION RULES  
OF THE MAUNA LANI RESORT ASSOCIATION**

STATE OF HAWAII            )  
  )        SS.  
COUNTY OF HAWAII        )

MADELENE ROBINSON, being first duly sworn on oath, deposes and says:

1.       That your Affiant is the Secretary of the Mauna Lani Resort Association, a Hawaii nonprofit corporation (the "**Association**"). Affiant makes this affidavit based upon her personal knowledge.

2.       The administration and governance of the Association and its business and affairs is governed by, among other things, the Declaration of Covenants and Restrictions (the "**Declaration**") made on June 3, 1982, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "**Land Court**") as Document No. 1120889 and noted on Transfer Certificate of Title No. 154,928, and recorded in the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") in Liber 16425 at Page 203.

3.       The Declaration was amended by instruments (i) filed in said Land Court as Document No. 1121081 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 16428 at Page 456; (ii) filed in said Land Court as Document No. 1129996 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 16545 at Page 345; (iii) filed in said Land Court as Document No. 1380755 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 19613 at Page 236; (iv) filed in said Land Court as Document No. 1432988 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 20284 at Page 384; (v) filed in said Land Court as Document No. 1507024 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 21287 at Page 398; (vi) filed in said Land Court as Document No. 1560401 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 22084 at Page 131; (vii) filed in said Land Court as Document No. 1832379 and noted on Transfer Certificate of

Title No. 154,928 and also recorded in said Bureau as Document No. 91-089395; (viii) filed in said Land Court as Document No. 2109682 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau as Document No. 94-009533; (ix) filed in said Land Court as Document No. 2281205 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau as Document No. 95-168247; (x) filed in said Land Court as Document No. 2537869 and noted on Transfer Certificate of Title No. 154,928, and recorded in said Bureau as Document No. 98-155464; (xi) filed in said Land Court as Document No. 2541614 and noted on Transfer Certificate of Title No. 506,553, and recorded in said Bureau as Document No. 99-070732; (xii) filed in said Land Court as Document No. 2597831 and noted on Transfer Certificate of Title No. 154,928, and recorded in said Bureau as Document No. 99-204463; (xiii) recorded in said Bureau as Document No. 2002-101491; (xiv) recorded in said Bureau as Document No. 2003-090769; (xv) filed in said Land Court as Document No. 3228828 and noted on Transfer Certificate of Title No. 154,928 and recorded in said Bureau as Document No. 2005-026122; (xvi) recorded in said Bureau as Document No. 2004-044458; (xvii) recorded in said Bureau as Document No. 2004-262092; (xviii) recorded in said Bureau as Document No. 2005-006575; (xix) filed in said Land Court as Document No. 3242340 and noted on Transfer Certificate of Title No. 154,928 and recorded in said Bureau as Document No. 2005-053150 (“Correction”); (xx) recorded in said Bureau as Document No. 2006-132711; (xxi) filed in said Land Court as Document No. 3531826 and noted on Transfer Certificate of Title No. 506,334 and recorded in said Bureau as Document No. 2006-235862; (xxii) filed in said Land Court as Document No. 3531827 and noted on Transfer Certificate of Title No. 506,334 and recorded in said Bureau as Document No. 2006-235863; (xxiii) filed in said Land Court as Document No. 3787689 and noted on Transfer Certificate of Title No. 154,928 and recorded in said Bureau as Document No. 2008-141676; and (xxiv) filed in said Land Court as Document No. 3801641 and noted on Transfer Certificate of Title No. 154,928 and recorded in said Bureau as Document No. 2008-166086.

4. The Declaration, as amended, provides that the Board of Directors of the Association may adopt, amend and repeal rules and regulations to be known as the Association Rules to, among other things, govern the use of the Common Property and roads owned by the Association, the collection and disposal of refuse, the burning of open fires, and the maintenance of animals

within the Mauna Lani Resort, which Association Rules shall take effect upon the affirmative vote or written consent of a majority of all of the Voting Rights of the Association.

5. Attached hereto as Exhibit A is true, complete and correct copy of the Association Rules adopted by the Board of Directors of the Association and approved by the affirmative vote or written consent of a majority of all of the Voting Rights of the Association on July 19, 2012.

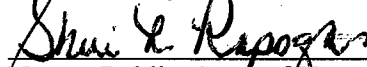
FURTHER YOUR AFFIANT SAYETH NAUGHT.

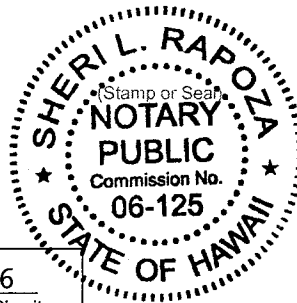
Kohala Coast,  
DATED: ~~Kailua Kona, Hawaii,~~ December 5, 2012.

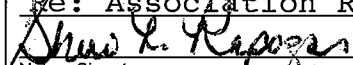


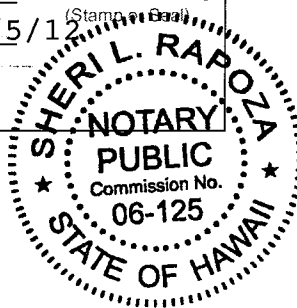
MADELENE ROBINSON

SUBSCRIBED AND SWORN TO before me  
this 5th day of December, 2012.

  
Notary Public, State of Hawaii  
Print Name: Sheri L. Rapoza  
My commission expires: March 5, 2014



Doc. Date: <u>UNDATED</u>	#Pages: <u>6</u>
Name: <u>Sheri L. Rapoza</u>	<u>Third</u> Circuit
Doc. Description: <u>Affidavit of Madelene Robinson, Re: Association Rules of The Mauna Lani Resort Association</u>	
 Notary Signature	<u>12/5/12</u> Date
NOTARY CERTIFICATION	



## **EXHIBIT A**

(July 19, 2012)

### **MAUNA LANI RESORT ASSOCIATION ASSOCIATION RULES**

The primary purpose of these "Association Rules" is to promote the peace, comfort, safety and general welfare of owners, occupants and tenants of property within the Mauna Lani Resort Association ("MLRA"), and to protect owners, occupants and guests of property within the MLRA from annoyance and nuisance caused by improper use of the Common Property, in accordance with the Declaration of Covenants & Restrictions of the Mauna Lani Resort Association ("Declaration").

These "Association Rules" represent the rules for the Mauna Lani Resort Association ("MLRA"), and supplement, but do not change, the obligations of owners, occupants and tenants contained in the Declaration.

Subject to **Article II, Section 6** of the Declaration, the Board from time to time may adopt, amend and repeal rules and regulations to be known as the Association Rules governing, among other things: (a) the use of the Common Property; (b) the use of the roads owned by the Association; (c) the collection and disposal of refuse; (d) the burning of open fires; and, (e) the maintenance of animals within the MLRA.

#### **I. USE OF THE COMMON PROPERTY**

##### **A. Fishponds**

**The system of brackish water ponds within the Mauna Lani Resort Association (MLRA) Historic Fishpond Complex is designated and zoned as a State & County Preservation Area.**

- No swimming, fishing or netting activities shall take place within the Historic Fishpond Complex without the prior written approval of the MLRA.
- Pathways within the Historic Fishpond Complex shall be closed to pedestrian and vehicular traffic after 10:00 PM unless the prior written approval of the MLRA is obtained.
- Vehicular traffic within the Historic Fishpond Complex shall be limited to MLRA maintenance vehicles only unless the prior written approval of the MLRA is obtained.

##### **B. Seawall Pathway (Oceanfront Pathway Connecting the Boathouse to Eva Parker Woods Cottage)**

- Bicycles shall be walked instead of ridden along the seawall pathway.
- Handicap carts/wheelchairs should be driven through the pathways within the Fishpond Complex; the oceanfront seawall pathway is not deemed safe for handicap carts/wheelchairs.

### **C. Beach Club**

- Vehicles shall be parked within designated stalls marked for parking only.
- Parking stalls designated for Golf Cart Parking are reserved for golf carts, electric carts, and other similar “efficiency vehicles”.

## **II. USE OF THE ROADS OWNED BY THE ASSOCIATION**

- All drivers shall comply with posted speed limits.
- Golf carts, electric carts and other “efficiency vehicles” operated during “nighttime hours” (i.e., the period 30 minutes after sunset through 30 minutes prior to sunrise) shall be equipped with brake lights and headlights.
- The number of passengers in a golf cart, electric cart or other “efficiency vehicle” shall comply with the capacity specifications and safety recommendations recommended by the cart manufacturer.
- Motorized flotation/low-pressure tired vehicles (popularly referred to as “ATVs” or “All-Terrain Vehicles”) shall not be operated within the Common Property, except by MLRA personnel in the course of conducting Common Area Maintenance.
- Members shall comply with all signage regarding access restrictions within the Common Property.
- No on-street parking is permitted. Vehicles shall be parked in designated stalls marked for parking only.

## **III. ANIMALS WITHIN THE MLRA COMMON PROPERTY**

- For the safety of other members, service animals shall be properly restrained and secured at all times.
- Service animals shall not be permitted on beach chairs, cabanas, and other furniture owned by the MLRA.
- Owners of service animals are responsible for the prompt clean-up and proper disposal of all animal waste.

**END OF EXHIBIT A**