

RECORDATION REQUESTED BY:

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AFTER RECORDATION, RETURN TO:

JENKS, KIDWELL, GOSWELL &
ANDERSON
631-5066

RETURN BY: MAIL () PICKUP ()

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

DECLARATION OF PROTECTIVE COVENANTS

OF

ANTHURIUM GARDEN ESTATES

This Declaration is made on September 21, 1972, by ROYAL PACIFIC LAND COMPANY, INC., a Hawaii corporation, ("Declarant"), whose principal place of business and post office address is 888 Millilani Street, Honolulu, City and County of Honolulu, State of Hawaii.

RECITALS

Declarant is the owner of the real property located in Oloa, District of Puna, Island, County, and State of Hawaii, as more particularly described in Exhibit "A" attached hereto, and known as Anthurium Garden Estates (the "Development").

Declarant is about to sell and convey the lots and parcels situated within the Development and desires to impose upon them mutual and beneficial restrictions, covenants, conditions, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots in the Development.

NOW THEREFORE, Declarant declares that all of the lots and parcels located within the Development are

held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following declarations, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and each of said lots and parcels situated therein. All of the provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels therein; to create reciprocal rights between the respective owners of all of said lots and parcels. All of such provisions shall, as to the owner of each such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other lots and parcels in the Development and their respective owners.

1. Definitions. The following terms as used in this Declaration are defined as follows:

A. "Association" shall mean Anthurium Garden Estates Association, a non-profit corporation.

B. "Board" means the Board of Directors of the Association.

C. "By-Laws" means the By-Laws of the Association.

D. "Charter" means The Charter of Incorporation of the Association.

E. "Committee" means the Environmental Control Committee.

F. "Common Area" means all real property acquired by the Association, whether acquired from Declarant or otherwise.

G. "Declarant" means Royal Pacific Land Company, Inc.

H. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

I. "Improvements" means all buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls and other walls, hedges, poles, antennae, and any other structures of any type or kind.

J. "Lot" means any file plan lot as described in Exhibit "A" attached hereto. All Lots are Single-family Residential Lots, unless otherwise designated on the Plat.

K. "Owner" means:

(i) any person, including Declarant, who holds fee simple title to a Lot; or

(ii) any person who has contracted to purchase fee title to a Lot under a written agreement, in which case the seller under said agreement (including Declarant) shall cease to be the Owner while said agreement is in effect; or

(iii) a lessee of a Lot under a recorded lease from the owner of fee title to said Lot for a term of not less than 50 years, in which case the lessor under said lease shall cease to be the Owner while said lease is in effect.

L. "Flat" means the recorded File Plans of the Development which show the Lots.

M. "Single-family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than 3 persons not so related, together with his or her domestic servants, maintaining a common household in such dwelling.

2. General Application. The following apply to all Lots:

A. Accessory Outbuildings. No garage, shed, tent, travel trailer, temporary building, or partially-completed building shall be used for human habitation for a cumulative period of more than six (6) consecutive months.

B. Completion of Construction. Every Improvement, once begun, shall be completed within six (6) months. Improvements not completed within six (6) months, Improvements on which construction is interrupted for ninety (90) days, and Improvements partially or totally destroyed and not rebuilt within six (6) months shall be deemed a nuisance. Declarant or Association may remove any such nuisance or repair or complete the same, at the cost of the Owner.

C. Prohibition Against Used Buildings.
No used buildings shall be placed on any Lot.

D. Maintenance of Lots. Each Lot, when occupied, and any Improvements placed thereon, shall at all times be maintained in good and clean condition and in such a manner as to prevent it from becoming unsightly or unsanitary, and grass shall be mowed and rubbish and

and debris removed. If any lot or any Improvement thereon is not so maintained, Declarant or Association may maintain, restore or repair, the cost of which shall be added to and become a part of the annual charge to which such Lot is subject. Neither Declarant nor Association nor any of their agents or employees or contractors shall be liable for any damage which may result from any maintenance, restoration or repair work performed hereunder.

E. Disposal of Sanitary Waste. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Owner and approved by the appropriate governmental authorities.

F. Nuisances. No noxious or offensive activities or nuisances shall be suffered on any Lot.

G. Signs. No person, except the Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement; [provided, however, that the Owner of any Lot shall have the right to display a sign of customary and reasonable dimensions advertising the Lot for sale or for rent].

H. Animals. No animals shall be kept on any Lot except usual household pets. Household pets shall be kept reasonably confined so as not to become a nuisance.

I. Garbage and Refuse Disposal. No Owner shall burn or permit the burning out-of-doors of garbage, trash or other household refuse.

J. Concealment of Fuel Storage Tanks and

Trash Receptacles. Every fuel storage tank on any Lot shall be either buried below ground or screened to the satisfaction of the Committee. Every receptacle for rubbish shall be underground or shall be so placed and kept as not to be visible from any street within the Development.

K. Removal of Trees. No tree over 3 inches in diameter may be cut down without the prior written consent of the Committee.

L. Ditches and Swales. Each owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required by reason of the owner's construction of Improvements, including driveways, on his Lot.

M. Subdivision or Joinder of Lots. No Lot shall be subdivided. If the Owner of two or more contiguous Lots uses said Lots as the site of a Single-family Dwelling, said Lots shall be treated as a single Lot for purposes of this Declaration so long as said lots remain improved with one Single-family Dwelling.

N. Drilling and Mining. No drilling, refining, quarrying or mining operation of any kind shall be permitted on any Lot.

3. Land Use.

A. Single-family Residential. No Improvement except one Single-family Dwelling and such outbuildings as are usually accessory thereto shall be constructed, placed or permitted to remain on any one Lot.

4. The Environmental Control Committee.

A. General Powers of the Committee.

(1) No Improvement, not heretofore completed, may be constructed on any Lot without the prior written approval of the Committee. Such approval shall be granted only upon written application in the manner and form prescribed by the Committee, accompanied by two sets of plans and specifications for such Improvement. The application shall show the location of all Improvements existing upon said Lot, the location of the Improvement proposed to be constructed, the color and composition of all exterior materials to be used, any proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.

(1) Power of Disapproval. The Committee may disapprove any application:

(a) which does not comply with this Declaration; or

(b) because of reasonable dissatisfaction with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed Improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or

(c) if, in the judgment of the Committee reasonably exercised, the proposed Improvement will be inharmonious with the Development, or

with the Improvements erected on other Lots. The Committee shall adopt written rules governing its procedures.

(iii) The Power to Grant Variances.

The Committee may allow reasonable variances from the provisions of this Declaration if literal application thereof results in unnecessary hardship; if such variance is in conformity with the general intent of this Declaration and if the granting of such variance will not be materially detrimental or injurious to the Owners of other Lots.

(iv) Power to Charge Fees. The Com-

mittee may require a reasonable filing fee to accompany each submission of plans and specifications, to be not more than one-half (1/2) of one percent (1%) of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00.

B. Committee Membership. The Committee

shall be composed of three members appointed by the Board. Committee members may be removed by and vacancies shall be filled by the Board.

C. Duties of the Committee. The Commit-

tee shall act within 30 days after all required information shall have been submitted. The Committee shall retain one copy of submitted material and return the other copy. All notices to applicants shall be in writing. Any disapproval shall specify the reason therefor. The approval of the Committee of plans and specifications shall not be a waiver by the Committee of its right to object to any of the features or elements contained in any subsequent plans or specifications submitted for approval. The Committee may

inspect work being performed to assure compliance with this Declaration and the Committee's rules. Failure of the Committee to act upon an application within thirty (30) days shall constitute approval of the application.

At any time prior to the completion of construction of an Improvement, the Committee may require a certification of the contractor, owner or a licensed surveyor, that such Improvement does not violate any set-back rule, ordinance or statute nor encroaches upon any easement or right-of-way of record. Such certification shall be delivered to the Committee within ten (10) days after completion of such Improvement.

D. Liability of Committee. Neither the Committee, the Declarant, the Association, nor any person acting on behalf of any of them, shall be responsible in any way for any defects in plans or specifications or other material submitted to the Committee, nor for any defects in any work done.

E. Appeals. Any Owner shall have the right to appeal to the Board from any adverse decision of the Committee within thirty (30) days after the giving of notice of disapproval.

5. Annexation of Subsequent Units or Parcels.

A. Property to be Annexed. Declarant or any other person or entity with whom the Declarant joins with in annexation, may, from time to time annex to the Development any other real property which from time to time may be owned by Declarant or such other person or entity, which is contiguous to the Development.

B. Manner of Annexation. Declarant, or such other person or entity owning contiguous real property, (provided the Declarant joins therein) shall, effect such annexation by signing and recording a supplement to this Declaration which shall:

- (i) Describe the property being annexed.
- (ii) Set forth any additional covenants, restrictions or easements specifically applicable to the annexed area.
- (iii) Contain such provision as, in the opinion of counsel for Declarant, shall be necessary or appropriate to integrate the annexed area into the Development and to extend the provisions of this Declaration to the annexed area.

Upon the recording of such supplement, the annexed area shall be part of the Development and subject to this Declaration, as supplemented, as fully and with the same force and effect as if the annexed area were part of the Development on the date of the recording of this Declaration.

6. The Association.

A. General. Every Owner shall be a member of the Association. The Association has been or will be created as a not-for-profit corporation.

B. Purpose. The purpose of the Association is to promote the common interests of the Owners.

C. Roadways Within Development. Upon the conveyance thereof by Declarant, the Association shall be

responsible for the maintenance and repair of all roadways within the Development.

D. Powers. In addition to all of its other powers, the Association may levy a uniform annual charge against each Lot to be used exclusively for the purpose of promoting the recreation, health, safety and welfare of its members, for the care, improvement, maintenance, repair of such roadways within the Development which have not been conveyed to the proper governmental authority and all property owned by the Association, and for carrying out the functions and duties of the Association, which charge shall be at least \$12.00 per year on each Lot. Each Owner other than Declarant shall pay the annual charge for each Lot owned by him. The Board may increase the annual charges, but all charges shall be increased proportionately.

(1) Collection of Annual Charges.

The charges levied by the Association shall be paid to it, on or before the date fixed by resolution of the Board. Written notice of the charge and the date of payment shall be sent to each Owner at the address last given by the Owner to the Association. If any charge levied against any Lot shall not be paid when due, it shall become a lien upon said Lot and shall remain a lien until paid in full. The Board may bring such actions in law or in equity by way of foreclosure of such lien in like manner as if a mortgage or otherwise, to collect the amount of said charge, including interest and costs of collection and attorney's fees.

(11) Binding Nature of Charge. Conveyance or lease of any Lot shall not affect any lien for charges provided for herein. The lien of a first mortgage or first trust deed placed upon any Lot and which is properly recorded shall be, from the date of recordation, superior to any and all such liens provided for herein.

(111) Proof of Payment. The Association shall on request furnish a statement certifying that the charges against a specified Lot have been paid or that certain charges remain unpaid, as the case may be.

(1v) Suspension of Privileges of Membership. The Board may suspend the voting privileges of any Owner for:

(a) Any period during which any Association charge remains unpaid; and,

(b) Any period of continuing violation of the provisions of this Declaration after the existence thereof shall have been declared by the Board.

7. Remedies.

A. Enforcement. Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. Cumulative Remedies. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's

resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

8. Grantee's Acceptance.

A. Consent to Declaration. Each grantee or purchaser of a Lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to all provisions of this Declaration and subject to the jurisdiction, rights, powers, privileges and immunities of Declarant, the Committee, and the Association and shall agree to pay the charges levied against his Lot by the Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, Trustee and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

9. Severability. Every provision of this Declaration is hereby declared to be independent of, and severable from every other provision of this Declaration. If any such provision shall be held to be invalid or unenforceable, or not to run with the land, that holding shall

be without effect upon the validity, enforceability or running of any other provision of this Declaration.

10. Captions. All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

11. Term and Amendment. The provisions of this Declaration affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until December 31, 1999. This Declaration may only be amended by the vote of the then record Owners of two-thirds of all Lots.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 21 day of September, 1972.

ROYAL PACIFIC LAND COMPANY, INC.

By 
Its Attorney-in-fact

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 21st day of September, 1972,
before me appeared JAMES A. STUBENBERG, to me personally
known, who, being by me duly sworn, did say that he is
Attorney in Fact of ROYAL PACIFIC LAND COMPANY, INC., a
Hawaii corporation, duly appointed under power of attorney
dated the 17th day of March, 1972, and recorded in Liber
8205 at page 280 on March 22, 1972; that said instrument
was signed in behalf of said corporation by ^{JAMES A. STUBENBERG,}
~~authority~~
~~of its Board of Directors;~~ ^{as its attorney in fact} and said JAMES A. STUBENBERG
acknowledged the instrument to be the free act and deed
of said corporation.

Lavene K. Segamoto
Notary Public, First Circuit,
State of Hawaii

My commission expires: 4-9-76

-EXHIBIT "A"-

-FIRST-: All of those certain parcels of land situate, lying and being on the westerly side of Volcano Road at Olaa, in the District of Puna, Island, County and State of Hawaii, which parcels are within the tract of land known as the "ALOHA ESTATES SUBDIVISION, UNIT 1", as shown on the Map thereof filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 714, described as follows:-

<u>LOTS:</u>	<u>AREAS:</u>
180	12,005 square feet,
181	" " "
182	" " "
183	" " "
184	" " "
185	" " "
186	" " "
187	" " "
188	" " "
189	" " "
191	" " "
205	" " "
207	" " "
208	" " "
209	" " "
210	" " "
211	" " "
212	" " "
235	" " "
237	" " "
238	" " "
242	" " "
255	" " "
256	" " "
257	" " "
271	" " "
272	" " "
273	" " "
274	" " "
275	" " "
276	" " "
279	" " "
280	" " "
281	" " "
282	" " "
283	" " "
284	" " "
285	" " "
286	" " "
287	" " "
290	" " "
291	" " "
292	" " "
293	" " "
294	" " "
295	" " "

LOTS:

AREAS:

LOTS:	AREAS:
297	14,574 square feet,
298	14,488 " "
300	14,574 " "
303	12,005 " "
304	" " " "
305	" " " "
306	" " " "
307	" " " "
308	" " " "
309	" " " "
312	" " " "
313	" " " "
314	" " " "
315	" " " "
316	" " " "
317	" " " "
320	" " " "
321	" " " "
324	" " " "
325	" " " "
326	" " " "
327	" " " "
328	" " " "
329	" " " "
330	14,488 " "
331	14,574 " "
332	" " " "
333	14,488 " "
334	12,005 " "
335	" " " "
336	" " " "
337	" " " "
338	" " " "
339	" " " "
340	" " " "
341	" " " "
342	" " " "
343	" " " "
344	" " " "
345	" " " "
346	" " " "
347	" " " "
354	" " " "
355	" " " "
356	" " " "
357	" " " "
358	" " " "
359	" " " "
360	" " " "
361	" " " "
362	" " " "
363	14,574 " "
364	14,488 " "
6	12,275 " "

LOTS:

AREAS:

40	13,634 square feet,
366	14,574 " "
367	12,005 " "
368	" " "
369	" " "
370	" " "
371	" " "
372	" " "
373	" " "
374	" " "
375	" " "
376	" " "
377	" " "
378	" " "
379	" " "
380	" " "
381	" " "
382	" " "
383	" " "
384	" " "
385	" " "
386	" " "
388	" " "
389	" " "
390	" " "
391	" " "
392	" " "
393	" " "
394	" " "
395	" " "
396	14,488 " "
397	14,574 " "

TOGETHER WITH an undivided 132/397ths interest in Roadway Lots C, D, E, and F, area 95,140 square feet, and an undivided 132/397ths interest in Lot G, area 34,470 square feet, and Lot H, area 35,234 square feet.

-SECOND-: All of those certain parcels of land situate, lying and being between thirty (30.00) foot Government Roads approximately one mile westerly of Volcano Road, at Olna, District of Puna, Island, County and State of Hawaii, which parcels are within the tract of land known as the "ALONIA ESTATES SUBDIVISION, UNIT 3" as shown on the Map thereof filed in said Bureau of Conveyances as File Plan No. 728, described as follows:-

LOTS:

AREAS:

796	12,005 square feet,
797	" " "
798	" " "
799	" " "

LOTS:

AREAS:

800	12,005 square feet,
801	" " "
802	" " "
803	" " "
804	" " "
805	" " "
806	" " "
807	" " "
808	" " "
809	" " "
810	" " "
811	" " "
812	" " "
813	" " "
814	" " "
815	" " "
816	" " "
817	" " "
818	" " "
819	" " "
820	" " "
821	" " "
822	" " "
823	" " "
824	" " "
829	" " "
830	" " "
831	" " "
832	" " "
833	" " "
834	" " "
835	" " "
836	" " "
837	" " "
838	" " "
839	" " "
840	" " "
841	" " "
842	" " "
843	" " "
844	" " "
845	" " "
846	" " "
847	" " "
848	" " "
849	" " "
850	" " "
851	" " "
852	" " "
853	" " "
854	" " "
855	" " "
856	" " "
857	" " "

LOTS:

AREAS:

794	14,574 square feet,
825	" " "
828	" " "
859	" " "
795	14,488 " "
826	" " "
827	" " "
858	" " "

TOGETHER with an undivided 66/396ths interest in Road Lot 3, area 95,140 square feet, Road Y, area 24,470 square feet and Road Lot Z, area 34,470 square feet.

-THIRD-:

All of those certain parcels of land situate, lying and being between 30.00 foot Government Roads approximately one half mile westerly of Volcano Road, at Oloa, District of Puna, Island, County and State of Hawaii, which parcels are within the tract of land known as the "ALOHA ESTATES SUBDIVISION UNIT 2", as shown on the Map thereof, filed in said Bureau of Conveyances as File Plan No. 715, described as follows:-

LOTS:

AREAS:

400	12,005 square feet,
401	" " "
402	" " "
403	" " "
404	" " "
405	" " "
406	" " "
407	" " "
408	" " "
409	" " "
410	" " "
411	" " "
412	" " "
413	" " "
416	" " "
417	" " "
418	" " "
419	" " "
420	" " "
421	" " "
422	" " "
423	" " "
424	" " "
425	" " "
426	" " "
427	" " "
433	" " "
434	" " "
435	" " "
436	" " "

LOTS:

AREAS:

LOTS:	AREAS:
437	12,005 square feet,
438	" "
439	" "
440	" "
441	" "
442	" "
443	" "
444	" "
445	" "
446	" "
447	" "
448	" "
449	" "
450	" "
451	" "
452	" "
453	" "
454	" "
455	" "
456	" "
457	" "
458	" "
459	" "
460	" "
461	" "
466	" "
467	" "
470	" "
471	" "
472	" "
473	" "
474	" "
475	" "
476	" "
478	" "
479	" "
480	" "
481	" "
482	" "
483	" "
484	" "
485	" "
486	" "
487	" "
488	" "
489	" "
490	" "
491	" "
492	" "
493	" "
494	" "
499	" "
500	" "
501	" "

LOTS:

AREAS:

<u>LOTS:</u>	<u>AREAS:</u>		
502	12,005	square	feet,
503	"	"	"
504	"	"	"
505	"	"	"
506	"	"	"
507	"	"	"
508	"	"	"
509	"	"	"
510	"	"	"
511	"	"	"
512	"	"	"
513	"	"	"
514	"	"	"
515	"	"	"
516	"	"	"
517	"	"	"
518	"	"	"
519	"	"	"
520	"	"	"
521	"	"	"
522	"	"	"
523	"	"	"
525	"	"	"
526	"	"	"
527	"	"	"
532	"	"	"
533	"	"	"
534	"	"	"
535	"	"	"
536	"	"	"
537	"	"	"
538	"	"	"
539	"	"	"
540	"	"	"
541	"	"	"
544	"	"	"
545	"	"	"
546	"	"	"
547	"	"	"
548	"	"	"
549	"	"	"
550	"	"	"
551	"	"	"
552	"	"	"
553	"	"	"
554	"	"	"
555	"	"	"
556	"	"	"
557	"	"	"
558	"	"	"
559	"	"	"
560	"	"	"
565	"	"	"
566	"	"	"

LOTS:

AREAS:

<u>LOTS:</u>	<u>AREAS:</u>		
	12,005 square feet,		
567	"	"	"
568	"	"	"
569	"	"	"
570	"	"	"
571	"	"	"
572	"	"	"
573	"	"	"
574	"	"	"
575	"	"	"
576	"	"	"
577	"	"	"
578	"	"	"
579	"	"	"
580	"	"	"
581	"	"	"
582	"	"	"
583	"	"	"
584	"	"	"
585	"	"	"
586	"	"	"
587	"	"	"
588	"	"	"
589	"	"	"
590	"	"	"
591	"	"	"
592	"	"	"
593	"	"	"
598	"	"	"
599	"	"	"
600	"	"	"
601	"	"	"
602	"	"	"
603	"	"	"
604	"	"	"
605	"	"	"
606	"	"	"
607	"	"	"
608	"	"	"
609	"	"	"
610	"	"	"
611	"	"	"
612	"	"	"
613	"	"	"
614	"	"	"
615	"	"	"
616	"	"	"
617	"	"	"
618	"	"	"
621	"	"	"
622	"	"	"
624	"	"	"
625	"	"	"
626	"	"	"
631	"	"	"

LOTS:

AREAS:

632	12,005 square feet,
633	" " "
634	" " "
635	" " "
636	" " "
637	" " "
638	" " "
639	" " "
640	" " "
641	" " "
642	" " "
643	" " "
644	" " "
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691	" " "
692	" " "

LOTS:

AREAS:

LOTS:	12,005 square feet,		
697
698
699
700
701
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703
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745
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747
748
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750
751
752
753
754
755

LOTS:

AREAS:

<u>LOTS:</u>	<u>AREAS:</u>		
	12,005 square feet,		
756	00	00	00
757	00	00	00
758	00	00	00
763	00	00	00
764	00	00	00
765	00	00	00
766	00	00	00
767	00	00	00
768	00	00	00
769	00	00	00
770	00	00	00
771	00	00	00
772	00	00	00
774	00	00	00
775	00	00	00
776	00	00	00
777	00	00	00
778	00	00	00
779	00	00	00
780	00	00	00
781	00	00	00
782	00	00	00
739	00	00	00
783	00	00	00
784	00	00	00
785	00	00	00
786	00	00	00
787	00	00	00
788	00	00	00
789	00	00	00
790	00	00	00
791	00	00	00
398	14,574	00	00
429	00	00	00
432	00	00	00
463	00	00	00
464	00	00	00
495	00	00	00
498	00	00	00
529	00	00	00
530	00	00	00
561	00	00	00
564	00	00	00
595	00	00	00
596	00	00	00
627	00	00	00
630	00	00	00
662	00	00	00
693	00	00	00
696	00	00	00
727	00	00	00
728	00	00	00
759	00	00	00
762	00	00	00

LOTS:

AREAS:

793	14,574	square feet,	
399	14,488	"	"
430	"	"	"
431	"	"	"
462	"	"	"
465	"	"	"
528	"	"	"
531	"	"	"
562	"	"	"
563	"	"	"
597	"	"	"
628	"	"	"
629	"	"	"
663	"	"	"
694	"	"	"
695	"	"	"
726	"	"	"
729	"	"	"
760	"	"	"
761	"	"	" and
792	"	"	"

TOGETHER with undivided 375/396ths interest over Road Lots J, K, L, M, N and P, area 95,140 square feet and an undivided 375/396ths interest over Lot Q, area 34,470 square feet and Lot R, area 34,470 square feet.

-END OF EXHIBIT "A"-