

EXHIBIT "E"

FIRST RESTATEMENT OF WEST LOCH FAIRWAYS DESIGN STANDARDS

The following design and construction guidelines (the "Design Standards") were initially established and adopted by the Department of Housing and Community Development of the City and County of Honolulu, and Westloch, Inc. (hereinafter collectively called "Declarant"), for use and enforcement by the West Loch Fairways Design Committee (the "Design Committee") pursuant to the Declaration of Covenants, Conditions and Restrictions for West Loch Fairways dated October 25, 1991, made by Declarant, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i, as the same may be amended from time to time (the "Declaration").¹

These Design Standards were amended by "Amendment to Design Standards of the West Loch Fairways Subdivision" dated January 14, 1994, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document Number 2152684 and also recorded in the Bureau of Conveyances of the State of Hawai'i as Document Number 94-095075; and by Amendment to Design Standards of the West Loch Fairways Subdivision" dated August 27, 1997, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document Number 2425840 and also recorded in the Bureau of Conveyances of the State of Hawai'i as Document Number 97-174222.

Except as otherwise specifically provided herein, the terms used in these Design Standards shall have the meanings given to them in the Declaration.

The use of each Lot in West Loch Fairways and the rights of each Owner of a Lot in West Loch Fairways shall be subject to the Declaration, these Design Standards, and the Design Committee Rules.

A. GENERAL PROVISIONS

1. Design Committee Approval Required. Except as otherwise provided in the Declaration, no new improvement may be erected, constructed, installed or placed upon any Lot, nor may any improvement on any Lot be altered, remodeled, or maintained, except in accordance with plans, specifications and other materials (the "Plans") submitted to and approved by the Design Committee, and in accordance with the Declaration, the applicable Design Standards, and the Design Committee Rules.

2. Public Regulations. Each Lot Owner is responsible for being informed of and complying with the appropriate federal, state and county laws, rules, regulations, codes and ordinances which are applicable to his/her property. If a standard set forth herein or in the Declaration or the Design Committee Rules differs from standards established by the various regulating agencies, the stricter standard shall apply.

3. Compliance with Declaration. All owners of Lots in West Loch Fairways shall comply with the provisions of the Declaration.

4. Variances. The Design Committee may grant variances from time to time to these Design Standards and the Design Committee Rules as to any one or more individual

Lots, as provided in the Declaration. The approval or disapproval of any plans by the Design Committee in any one case shall not be deemed a waiver by the Design Committee of its right to approve, disapprove, object to or consent to any of the features or elements embodied therein when the same features or elements are embodied in Plans submitted in any other cases.

5. Limited Liability. By the establishment and/or enforcement of these Design Standards and the Design Committee Rules, neither Declarant, nor the Board, nor the Design Committee, nor the Association, nor any of the members, employees, officers or directors of any of the foregoing shall be deemed to have made any representation whatsoever concerning the view, if any, available to a particular Lot or any Improvement constructed thereon. Neither Declarant, nor the Board, nor the Design Committee, nor any of the members, employees, officers or directors of any of the foregoing shall be liable to the Association, any Owner or any other Person for any damage, loss or prejudice suffered or claimed on account of the following, provided that the Person against whom the claim is made was, upon the basis of such information as may be actually possessed by him, acted in good faith and without willful or intentional misconduct:

- a. the approval or disapproval of any plans, whether or not defective; or
- b. the requiring of modifications to any Plans as a condition of the Design Committee's approval thereof; or
- c. the construction or performance of any work, whether or nor pursuant to approved Plans; or
- d. the development or manner of development of any land within West Loch Fairways; or
- e. the execution of a form of approval pursuant to Section 4.05 of the Declaration or the execution and filing and/or recordation of the Notice of Non-conformance whether or not the facts stated therein are correct; or
- f. the performance of any other function pursuant to the provisions of the Declaration, these Design Standards, or the Design Committee Rules.

B. SITE IMPROVEMENT STANDARDS

1. Residential Use. The Lots shall be used only for residential purposes. No Lot shall be improved except with one Residence (together with appurtenant garage and lanai) in accordance with the Declaration. No Residence on any Lot shall be used for living purposes by more Persons than the Residence was designed to accommodate pursuant to Plans approved by the Design Committee. No portion of any Lot, other than the portion on which the permitted Residence is situated, shall be used as a residence or for living purposes. No garage, mobile home, trailer, shed, tent, partially completed building, or similar structure shall be used as a residence for living purposes on any Lot.

2. No aerials, satellite discs or other devices for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained on any lot; provided, however, that antennas covered by the FCC Antenna Rule (47 CFR Part 1 Subpart S, Sec. 1.400 et seq.) may be installed in accordance with the Antenna Installation Policy adopted by the Board of Directors.²

3. Drainage. The flow of surface and/or subsurface drainage onto, across, or from each Lot shall not be unreasonably obstructed, or transferred outside of its existing drainage course. Such runoff shall be dispersed or channeled by surface swales or other facilities in such a manner as to prevent erosion and damage to property. No Owner shall construct or permit to be constructed on any Lot any Improvement which will create a problem of flooding, erosion, or interference with existing water flow or original runoff pattern damaging to such Lot or adjacent properties, nor shall any Owner fail to act reasonably so as to minimize runoff damage or interference with the natural flow of storm water. Each Owner shall provide for the installation of drainage facilities upon his Lot as required by the Design Committee. Each Owner shall keep all such drainage facilities so installed on his Lot free and unobstructed and in good repair.

4. Easements. Greenway home owners who are granted rear side yard easements are not permitted to alter those easements. The adjacent property owner's side garage wall must be maintained but may not be altered. Nothing may be applied to the wall. Only landscaping will be permitted in the easement. No structures or yard equipment will be permitted in the easement.

5. Service Roads. Parking along the Service Roads is prohibited. Parking is not allowed in the four foot landscape strip. Parking is allowed in driveways but parked vehicles may not protrude into the twenty foot right of way.

6. Construction Operation Hours. Hours of construction operation shall be limited from 7:00 a.m. to 6:00 p.m., Monday through Saturday.

7. Site Grading. Grading and finished elevations shall respect the existing contours of the site. Cut or fill banks greater than slopes with a ratio of one (1) vertical foot to two (2) horizontal feet shall be avoided. In the event of any excavation on a Lot, the Owner of such Lot shall provide such lateral support to prevent damage to adjacent Lots.

Cuts or fills of greater than three (3) vertical feet shall require a plan prepared by an architect or professional engineer licensed to practice in the State of Hawai'i. Cuts or fills are Improvements which require Design Committee approval. The Lot Owner shall present sound reasoning to justify such work.

All dirt and debris resulting from excavation must be removed from the Lot prior to completion of the Improvements. Exceptions will be made by the Design Committee if excavated dirt is immediately used for fill elsewhere on the Lot. Except where conditions make such excavation unavoidable, no excavation on a Lot shall affect any adjacent Lot. Each Owner shall control dust during the grading process to minimize annoyance which may be caused to other Lot Owners.

Each Lot Owner shall obtain a grading permit (if required by county ordinance or regulation) from the City and County of Honolulu and shall submit a copy thereof to the Design Committee prior to commencing any site Improvements. All land not landscaped or built on within six (6) months after completion of grading shall be returned to its original state, as determined by the Design Committee. "Completion of grading" shall be determined by the Design Committee in its sole discretion.

8. Construction Schedule. Construction of Improvements shall commence within twelve (12) months after the date of approval of the Plans is given by the Design

Committee or such other period (longer or shorter) as may be specifically permitted by the Design Committee. Except for Improvements in the nature of landscaping, every Improvement constructed on a Lot shall be completed within the time periods permitted or imposed by the Design Committee. The Design Committee will consider the scope and complexity of Improvements in granting a longer or shorter construction or commencement period.

C. ARCHITECTURAL STANDARDS

1. Plans. See Section D for required items to be submitted for review and approval by the Design Committee prior to construction, alteration, landscaping or grading of any Improvement on a Lot.

2. Labor and Materials. All construction work shall be performed, executed and completed by a contractor licensed to practice in the State of Hawai'i. The materials used for structures shall be new and of a quality consistently associated with that used in quality homes. All building materials shall be installed in a neat and workmanlike manner, consistent with generally accepted construction practices. No used buildings shall be placed on any Lot, nor shall any used lumber or materials be a part of the construction of any Improvement. Notwithstanding the generality of the foregoing, antique or aged materials may be used in the construction of Improvements to achieve a desired aesthetic effect with the approval of the Design Committee.

3. Exterior Dwelling Walls. All exterior surfaces of all Improvements shall be in standard West Loch Fairways colors. Changes in a building's existing exterior color will not be permitted until two years after the West Loch Fairways subdivision is completed. Samples of exterior colors shall be submitted to the Design Committee for review and approval. The Design Committee may prepare a color palette of acceptable colors for use on West Loch Fairways and require all Improvements to comply with said color palette. Vinyl or pre-finished metal siding shall not be allowed.

4. Roofs. Roofs shall be of asphalt shingles similar to Architect 80. Duplex Buildings shall share a common integrated roof.

5. Solar Heating Systems. Roof panels of solar heating systems should be sized so as to minimize their visibility from the streets and adjacent Lots within West Loch Fairways. All such roof panels shall be mounted flush with the roof and/or shall be subject to review and approval by the Design Review Committee.

6. Glare Prevention. No highly reflective finish, other than glass (which however, may not be mirrored), shall be used on exterior surfaces, including without limitation, roofs, exterior walls, retaining walls, doors, trim, fences, pipes, permanent outdoor equipment, mailboxes and newspaper tubes. Notwithstanding the foregoing, tinted glass in bronze or gray shades may be installed with the approval of the Design Committee.

7. Garages. All garages shall be used only for their intended purposes. Garages may not be converted to additional living quarters. Garage doors shall be kept closed at all times, except when exiting or entering and when garages are occupied.

8. Foundations. Retaining walls and foundations which are more than three (3) feet in height or which are placed upon embankments on filled areas shall be designed by an

architect or professional engineer licensed to practice in the State of Hawai'i and such designs shall require approval of the Design Committee.

9. Maintenance of Lots. Except as otherwise provided in the Declaration, each Lot, whether occupied or unoccupied, and all Improvements placed thereon, shall at all times be maintained by the Owner in good, clean and attractive condition and in such a manner as to prevent such Lot and Improvements from becoming unsightly, unsanitary or a hazard to health. Without limiting the generality of the foregoing, each owner shall, at his own expense:

- a. keep his Lot free from rubbish and litter;
- b. restore and repair all damage and destruction caused by casualty to his Lot or any Improvement thereon;
- c. to the extent not done so by the Association, maintain, cultivate and keep in good condition all shrubs, trees, grass, lawns, plantings and other landscaping originally located on or from time to time placed upon his Lot;
- d. to the extent not done so by the Association, trim and restrain all trees, shrubs, and planting so that they shall not exceed any applicable height limits, or overhang or otherwise encroach upon, any walkway or street, unless prior approval of the Design Committee is obtained;
- e. maintain in good condition and repair all drainage Improvements located on or from time to time placed upon his Lot; and
- f. maintain all paved surfaces and keep them clean, reasonably dry and free of oil and other extraneous matter.

No Owner shall destroy, damage or remove any tree or other landscaping originally planted by Declarant within any Lot unless the prior approval of the Design Committee is obtained.

10. Front Yards. Greenway homes are provided with landscaped front yards with sprinklers. Greenway homeowners are responsible for maintaining these front yards and are not permitted to make changes without Design Committee approval.³

11. Fencing.

Greenway Lots. Greenway Lots are those lots listed in Exhibit 2, attached hereto and incorporated herein by reference. Greenway lot owners shall be responsible to maintain any existing standard West Loch Fairways hardboard fence on his/her/their lot. No additional fencing shall be permitted, installed or constructed in any Greenway Lot except with written approval of the Design Committee. Changes in color and configuration of existing fences will not be permitted.

Parkway Lots. Parkway Lots are the same as Duplex Lots as such term is defined in the Declaration of Covenants, Conditions and Restrictions. Parkway lot owners shall be responsible to maintain the existing standard West Loch Fairways hardboard fence around the private side yards. Fencing of other yards of Parkway Lots constructed according to the standard fence detail set forth in Exhibit I, attached hereto and incorporated herein by reference, will be permitted. All other fences must be approved by the Design Committee prior to

installation. Changes in color and configurations of approved fences will be permitted only after Design Committee approval.

Fairway Lots. Fairway Lots are those lots listed in Exhibit 2. Fairway Lots that abut the golf course or a buffer zone can install a fence in the yard abutting the golf course or buffer zone following any one of the detail set forth in Exhibit H (pages 1 to 5) attached hereto and incorporated herein by reference. (Exhibit H, pages 4 and 5, now refer to metal and not aluminum fences.) Fairway Lots that do not abut a golf course or buffer zone or the other yards of Fairway Lots that abut a golf course or a buffer zone can install fences following the standard fence detail set forth in Exhibit I and also the moss rock and moss rock with wood or metal fence detail or transition area example, attached hereto as Exhibits J to M, inclusive, and incorporated herein by reference.

The following guidelines shall apply to design and construction of all fences in Fairway Lots:

1. Color of metal pickets shall be dark bronze or black.
2. Specification for the wall cap of a fence must be followed.
3. Except as approved by the Design Committee, moss rock walls must comply with the following:
 - a. Moss rock free-standing walls within the 10-foot front yard setback area shall be no more than eighteen inches (18") in height; moss rock retaining walls within the 10-foot front yard setback area may be up to thirty inches (30") in height; plan details for both walls are shown on Exhibit J attached hereto.
 - b. Thirty-inch (30") high moss rock free-standing walls without any 42-inch metal or wood fence on top of thirty-inch (30") high moss rock wall with a 42-inch metal or wood fence on top as shown on Exhibits K and L, respectively, attached hereto are allowed along side and rear yard property lines. PROVIDED THAT the moss rock wall with wooden fence is allowed on abutting side yards only.
 - c. A 30" free-standing moss rock wall must be set back a minimum of 10 feet from the front yard property line.
 - d. Moss rock free-standing wall, higher than eighteen inches (18"), will have blind joints and any exposed mortar will be integrally colored to match rock color. Top of moss rock shall be parged (capped) with mortar.
 - e. A 5-foot transition area is required whenever the moss rock wall and wooden fence wall intersect as shown on Exhibit M attached hereto.
 - f. The Design Committee, with the approval of a majority of the members of the Board of Directors, shall have the

discretion to approve exceptions or variances from the above standards after considering individual lot or fence circumstances, such as but not limited to, lot topography, lot elevation, lot grade changes, lot location, lot size, proposed fence size and location and other existing or proposed conditions.

4. The setback for a wood fence from the front yard property line is the same as the setback for the garage.
5. Before any fence is installed, homeowners must submit plans showing the details of any proposed fence consistent with Exhibit H (pages 1 to 5), I, J, K, L, M, N, and P, and obtain approval from the Design Committee and proper City permits. Notwithstanding anything to the apparent contrary contained in these Design Standards, the Design Committee shall have authority to approve, on a case-by-case basis, fences constructed of material other than wood, provided the design of such fences is in all other respects consistent with the foregoing Exhibits.⁴

12. Abandoned Construction. If construction of a dwelling or any other Improvement is at any time abandoned, the Lot Owner shall cause the Lot to be cleared and returned to its original condition until recommencement of construction.

13. Driveways. Extension of any existing driveway of a Lot is permitted so long as the maximum width of the extension does not exceed the overall width of the existing garage by more than two and one-half feet (2 ½ ft) on either side provided that neither the driveway nor the extension shall be painted and the material for the extension shall be the same as the existing driveway material. Details of the permissible extension are shown on Exhibit N attached to the Declaration.⁵

14. Front Porches. The front porch of any dwelling located on any lot shall not be entirely enclosed, screened or otherwise altered, removing the intended appearance of the dwelling's original concept, without the Design Committee's approval.⁶

15. Lighting. Exterior lighting plans shall be a part of the Plans submitted to the Design Committee for review and approval. No light shall be emitted on any lot which is unreasonably bright or causes unreasonable glare. Colored exterior lights (nonwhite) or high intensity discharge exterior lights, including, without limitation, mercury vapor lamps or lamps which emit light of similar character, fluorescent lamps and neon lamps and tubing, shall not be permitted.

16. Front Screen Doors. Front screen doors of substantial quality or exterior surfaces shall be permitted.

17. Window Coverings. Window coverings visible from any street within West Loch Fairways or from any adjacent Lot shall be white or off-white.

18. Projections. No projections visible from any street within West Loch Fairways shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of any building; provided, however, that an air conditioner may project

through an existing window if such air conditioner is enclosed in accordance with Exhibit O attached to the Declaration and does not drip condensation on any Property or Improvements not owned by the Owner of the Lot where the air conditioner is installed.⁷

D. REQUIREMENTS AND PROCEDURES FOR SUBMISSION AND APPROVAL OF PLANS

1. Requirements for Plans. Prior to commencing any construction, alteration, restoration or other Improvement upon any Lot in West Loch Fairways, two (2) copies of all Plans shall be submitted to the Design Committee for approval, and shall include, without limitation, the following:

a. Site Plan showing all Improvements, utilities, fences and walls, paved areas and parking areas, outside light plans, and roof area of the structures (noting, among other things, the finished height of the highest point of the structure above finished grade.)

b. Grading Plan showing existing and proposed finished elevations and civil engineer's analysis, as required.

c. Building Plans to include: i. Floor plans, ii. All exterior elevations, iii. Sections necessary to describe relationships of building components.

d. Specifications of all exterior materials, with samples of applied finishes, if possible.

e. Exterior color scheme with a sample of each separate finish.

f. Plans, elevations, specifications and colors for all permanent decorations, mailboxes and house numbers. Samples are encouraged and may be required by the Design Committee.

g. Other items as required by the Design Committee.

The Plans for any alteration, modification or addition to any existing building, grading, or other Improvement, including, without limitation, alterations such as exterior painting (except for repainting with the same color paint), shall be submitted to the Design Committee for its approval and shall contain the same information as is required for any new building, grading or other Improvement.

2. Review of Plans. The Design Committee shall approve, set condition, or disapprove said Plans in accordance with the procedures set forth in the Design Standards and the Design Committee Rules; provided, however, that the Design Committee's approval or disapproval of any such Plans shall be given in writing within forty-five (45) days after submission of a completed application, including said Plans. If notice of disapproval is not sent within said forty-five (45) day period, the Plans submitted shall be deemed to have been approved by the Design Committee. In approving such Plans, the Design Committee shall be authorized to determine the time period in which such Improvement must be completed.

3. Standard of Review. The Design Committee shall consider compliance with the Design Standards and the Design Committee Rules, the suitability of the proposed building, grading, or other Improvement for the area in which it will be located, the quality of the materials to be used in construction, and the effect of the proposed building, landscaping,

grading, or other Improvement on West Loch Fairways. The Design Committee may approve buildings, grading, or other Improvements which are not in strict compliance with the standards set forth in the Design Standards or Design Committee Rules if such building, grading or other Improvement is suitable to the area in which it will be located. The approval or disapproval by the Design Committee in any one case of any Plans submitted for approval or consent shall not be deemed a waiver by the Design Committee of its right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in the Plans submitted with respect to other cases.

4. Prosecution of Work After Approval. After approval by the Design Committee of any Plans, the construction, alteration or other work described in such Plans, shall be performed as promptly and diligently as possible and in complete conformity with said Plans. Failure to commence such construction, alteration or other work within twelve (12) months after the date of approval, or within such other time as the Design Committee shall specify, or the failure to complete the proposed work strictly in accordance with said Plans within the time period imposed by the Design Committee nullify the approval by the Design Committee.

5. Fees. The Design Committee shall have the right to require payment of a reasonable fee for review of proposed plans. Until and unless adjusted by amendment of these Design Standards, such review fee shall be as indicated in the current Design Review Application.

6. Professional Advice. The Design Committee may employ the services of an architect, landscape architect, professional engineer, attorney, or any other consultant to render professional advice, and may pay a reasonable compensation for such services, which compensation may be charged, in addition to the fee as provided in Section D.5 above, to any Person who has submitted Plans requiring review by such architect, landscape architect, structural engineer, attorney or other consultant, provided that such compensation may be charged to such Person only if he has been informed in advance that such compensation will be charged to him.

E. AMENDMENT OR REPEAL

1. The Design Standards may henceforth be amended or repealed by:

- (a) the written consent of a majority of the Owners, as defined in the Declaration; or
- (b) the adoption of a resolution of amendment or repeal at a meeting of the Owners, the notice of which shall have stated the amendment or repeal of the Design Standards as a part of the agenda of the meeting, carried by the affirmative vote of a majority of those present in person or by proxy at such meeting at which a quorum is present.⁸

ENDNOTES

The following endnotes correspond to provisions in the Design Standards which have been restated to integrate all amendments made to the Design Standards. This First Restatement of the Design Standards correctly sets forth without change the corresponding provisions of the original Design Standards, as amended, and supersedes the original Design Standards and all prior amendments thereto.

¹ The first paragraph was amended by “Amendment to Design Standards of the West Loch Fairways Subdivision” dated January 14, 1994 (the “1994 Amendment”), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai‘i as Document Number 2152684 and also recorded in the Bureau of Conveyances of the State of Hawai‘i as Document Number 94-095075; it was further amended to recognize that the Department of Housing and Community Development and Westloch, Inc. no longer exist.

² Section B.2 was amended by “Amendment to Design Standards of the West Loch Fairways Subdivision” dated August 27, 1997 (the “1997 Amendment”), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai‘i as Document Number 2425840 and also recorded in the Bureau of Conveyances of the State of Hawai‘i as Document Number 97-174222.

³ Section C.10 was amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions of West Loch Fairways, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai‘i as Document Number 1888371 and also recorded in the Bureau of Conveyances of the State of Hawai‘i as Document Number 92-020282.

⁴ Section C.11 was amended in its entirety by the 1994 Amendment; Subparagraph 5 of the “Fairway Lots” portion was further amended by the 1997 Amendment. Subparagraph 5 was further amended by the written consent of the members in 2011, to add Exhibit P to the Design Standards which outlines standards for vinyl fencing at the project.

⁵ Section C.13 was amended by the 1994 Amendment and further amended by the 1997 Amendment.

⁶ Section C.14 was amended with the unanimous vote of the owners at the Association’s annual meeting on February 17, 2009.

⁷ Section C.18 was amended by the 1997 Amendment.

⁸ Section E.1 was added by “Notice of Assignment of Powers” dated August 27, 1997, which was attached to the 1997 Amendment, and in which the Department of Housing and Community Development assigned to the West Loch Fairways Association the power to amend the Design Standards, subject to the conditions stated in Section E.1.