

R-373

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

MAR 18 1997 08:02 AM

Doc No(s) 97-035283

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

Return by Mail (X) Pick Up () To:
Guy T. Moen
1975 Vineyard Street
Wailuku, Hawaii 96793
Total No. of Pages: 6

ORIGINAL AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY
REGIME OF LAHAINA RESIDENTIAL CONDOMINIUM

The Declaration of Horizontal Property Regime of Lahaina Residential Condominium, dated October 4, 1977 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12484, Page 657, is amended by vote of the apartment owners as hereinafter set forth, as follows:

1. Paragraph "B. COMMON ELEMENTS AND COMMON INTERESTS", Paragraph "1. Common Elements", subsection "e." is amended to read as follows:

e. All driveways, parking areas(except those parking areas assigned to a particular apartment shall be limited common elements), stairways and walkways. Fourteen (14) of the 75 parking spaces within the Project

are not as large as the other parking spaces, are designated on said Condominium Map as "CS" for compact space, and may not be able to accommodate some of the larger size automobiles.

2. Paragraph "B. COMMON ELEMENTS AND COMMON INTEREST," Paragraph "2. Limited Common Elements," is amended to read as follows:

2. Limited Common Elements. Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

a. The entry of each apartment and the walkway or stairway within the perimeter of each building adjoining such entry shall be appurtenant to and for the exclusive use of the apartment or apartments served thereby.

b. Each apartment is assigned the parking stall set forth on Exhibit "A" attached hereto. A map showing the location of each parking stall is attached hereto as Exhibit "B."

c. All other common elements of the Project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

The undersigned President and Secretary of the Association of Apartment Owners of Lahaina Residential hereby certify that the foregoing amendment was adopted by the Association of Apartment Owners of LAHAINA RESIDENTIAL CONDOMINIUM by a vote of LAHAINA

RESIDENTIAL CONDOMINIUM apartment owners owning more than seventy-five percent (75%) of the common interests in the common elements of LAHAINA RESIDENTIAL CONDOMINIUM.

DATED: Wailuku, Hawaii, 2/25/97

ASSOCIATION OF APARTMENT OWNERS OF LAHAINA RESIDENTIAL CONDOMINIUM

By Bill Caldwell
BILL CALDWELL
Its President

By [Signature]
CHRISTINE E. PETERSEN
Its Secretary

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 25 day of February, 19 97, before me personally appeared Bill Caldwell, to me known, who being by me duly sworn did say that he is the President of the LAHAINA RESIDENTIAL CONDOMINIUM, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of the Association. Said Association has no seal.

[Signature]
Notary Public, State of Hawaii

My Commission Expires: 6/25/2000

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 4th day of March, 1997, before me personally appeared Christine E. Petersen, to me known, who being by me duly sworn did say that she is the Secretary of the LAHAINA RESIDENTIAL CONDOMINIUM, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of the Association. Said Association has no seal.

Cecilia B. Domingo
Notary Public, State of Hawaii

My Commission Expires: 8/28/98

L.S.

EXHIBIT "A"

LAHAINA RESIDENTIAL DESIGNATED STALLS

CONTROL BY APARTMENT:

APT.	STALL	APT.	STALL	APT.	STALL
101	10	121	51	211	35
102	13	122	53	212	32
103	14	123	49	213	37
104	16	124	62	214	42
105	21	125	63	215	41
106	23	126	69	216	43
107	25	127	65	217	45
108	26	128	67	218	56
109	58	129	29	219	47
110	38	130	71	220	48
111	40	201	11	221	54
112	31	202	12	222	52
113	59	203	15	223	55
114	36	204	22	224	61
115	33	205	20	225	68
116	44	206	73	226	64
117	60	207	28	227	66
118	46	208	27	228	70
119	57	209	34	229	30
120	50	210	39	230	72

CONTROL BY STALL:

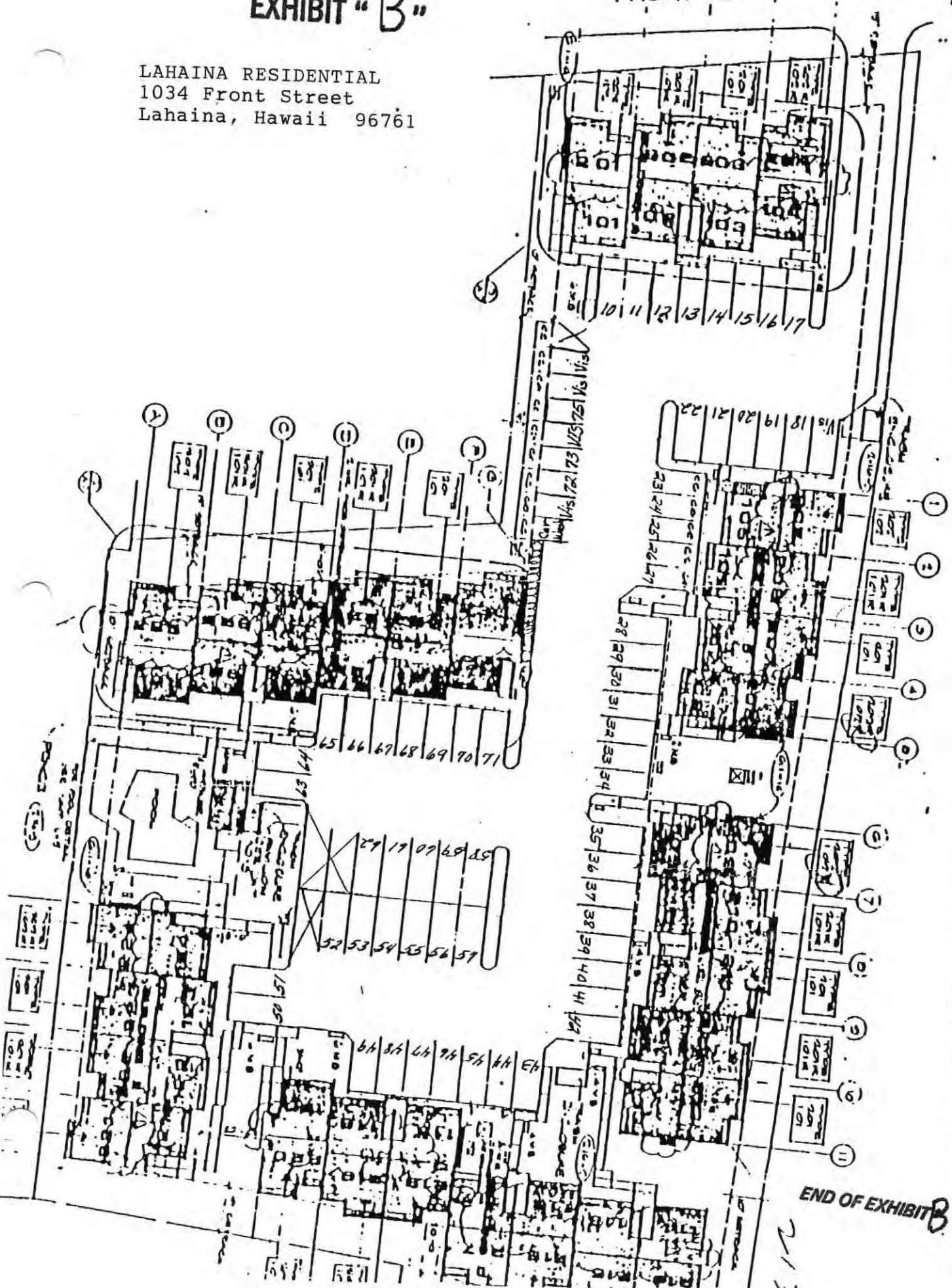
STALL	APT.	STALL	APT.	STALL	APT.
10	101	32	212	54	221
11	201	33	115	55	223
12	202	34	209	56	218
13	102	35	211	57	119
14	103	36	114	58	109
15	203	37	213	59	113
16	104	38	110	60	117
17	2nd	39	210	61	224
18	2nd	40	111	62	124
19	2nd	41	215	63	125
20	205	42	214	64	226
21	105	43	216	65	127
22	204	44	116	66	227
23	106	45	217	67	128
24	2nd	46	118	68	225
25	107	47	219	69	126
26	108	48	220	70	228
27	208	49	123	71	130
28	207	50	120	72	230
29	129	51	121	73	206
30	229	52	222	74	Vis
31	112	53	122	75	2nd

END OF EXHIBIT "A"

EXHIBIT "B"

LAHAINA RESIDENTIAL
1034 Front Street
Lahaina, Hawaii 96761

FRONT STREET



w/p 77-1434

KAMEHAMEHA SCHOOLS/BISHOP ESTATE

RECORDATION REQUESTED BY:

FILE COPY

ACCOMODATION *140*

AFTER RECORDATION, RETURN TO:

HAWAII ESCROW & TITLE, INC.
P. O. Box 3113
Honolulu, Hawaii 96802

THIS IS TO CERTIFY THAT THE ORIGINAL DOCUMENT IS RECORDED IN THE BUREAU OF CONVEYANCES, STATE OF HAWAII, THIS 7 DAY OF June, 1983 AT 8:01 IN BOOK 1710 PAGE 413
Brenda Kanakalei
HAWAII ESCROW & TITLE, INC.

RETURN BY: MAIL () PICKUP ()

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

FIRST AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY REGIME AND BY-LAWS OF LAHAINA RESIDENTIAL CONDOMINIUM

This First Amendment to Declaration of Horizontal Property Regime and By-Laws made this 5th day of May, 1983, made by the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, whose principal place of business and post office address is Suite 200, Kawaiahau Plaza, 567 South King Street, Honolulu, Hawaii 96813, hereinafter referred to as "Trustees", and HADLEY-PRUYN DEVELOPERS, INC., a Hawaii corporation, whose principal place of business and post office address is Suite 2121, 745 Fort Street, Honolulu, Hawaii 96813, hereinafter referred to as "Declarant";

W I T N E S S E T H :

Whereas, by that certain Declaration of Horizontal Property Regime and By-Laws dated October 4, 1977, filed in the Bureau of Conveyances, State of Hawaii, in Book 12484, Page 657, the Declarant has submitted the parcel of land described in Exhibit "A" attached to the said Declaration and incorporated herein by reference and the improvements to be constructed thereon and all of the interests therein to the Horizontal Property Regime established by the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended, to be and which is now known as the Lahaina Residential Condominium; and

Whereas, under Paragraph "O" of the Declaration of Horizontal Property Regime the Declarant reserves the right to amend the Declaration without the consent or joinder of any apartment owner to file an amendment to reflect the Architect's "as built" certification;

NOW THEREFORE, Declarant pursuant to the provisions of the Declaration and By-Laws and the Horizontal Property Act hereby amends the Declaration by incorporating herein the verified statement of the Professional Engineer and a copy of Certificate of Substantial Completion attached hereto and made a part hereof certifying

that the Condominium Map 516 filed in said Bureau fully and accurately depicts the layout, location, dimensions and numbers of the apartments and parking stalls of the Lahaina Residential Condominium project "as built".

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

HADLEY-PRUYN DEVELOPERS, INC.

William C. Richards By Wm H. Thompson
Its PRD Declarant

Myron B. Thompson
Richard [unclear]
Trustees of the Estate of
Bernice Pauahi Bishop

APPROVED AS TO FORM
CONTENTS AND AUTHORIZATION
[Signature]
NOTARY PUBLIC

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

On this _____ day of MAY 20 1983, 1983,
before me personally appeared William S. Richardson

Myron B. Thompson Richard Lyman, Jr.
three of the Trustees of the Estate of Bernice Pauahi
Bishop, to me known to be the persons described in and who
severally executed the foregoing instrument, and severally
acknowledged that they executed the same as their free act
and deed as such Trustees.

EVERA BLACK
Notary Public, State of Hawaii
My Commission Expires March 31, 1984

Evera Black
NOTARY PUBLIC, STATE OF HAWAII

My commission expires:

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

On this 5th day of May, 1983, before me
personally appeared Wm. H. Pruyn, to me
personally known, who, being by me duly sworn, did say that

he is the President of HADLEY-PRUYN DEVELOPERS,
INC., a Washington corporation, and that the seal affixed to
the foregoing instrument is the corporate seal of said
corporation and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of

Directors, and the said Wm. H. Pruyn
acknowledged said instrument to be the free act and deed of
said corporation.


Evelyn K. Sunasuki
NOTARY PUBLIC, STATE OF HAWAII

My commission expires: 10/9/84

EXHIBIT "A"

ALL that certain parcel of land (parts of R. P. 1175, L. C. Aw. 6499 to Nakoelua and L. P. 8204, L. C. Aw. 962, Ap. 1 to J. Armas) situate at Kainehe and Moanui, Lahaina, Island and County of Maui, State of Hawaii, containing an area of 73,517 square feet and comprising Lot 2, as shown on Bishop Estate Map 583A filed in the Office of Lessors, and being more particularly described as follows:

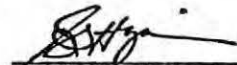
Beginning at a pipe at the South corner of this lot, the West corner of Lot 1, and on the Northeast side of Lot 3, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being 5954.64 feet South and 5213.44 feet West, and running thence by azimuths measured clockwise from true South:

1. 144° 19' 30" 0.61 feet along the Northeast side of Lot 3 to a pipe;
2. 143° 32' 00" 118.96 feet along same to a pipe;
3. 243° 16' 00" 120.94 feet along R. P. 5596, L. C. Aw. 6498, Ap. 2 to Kokio to a pipe;
4. 245° 29' 00" 296.32 feet along same to a pipe;
5. 194° 17' 00" 20.30 feet along same to a pipe;
6. 216° 45' 00" 19.86 feet along same to a pipe;
7. 337° 30' 00" 24.33 feet along R. P. 3581, L. C. Aw. 11086, Ap. 3 to J. A. Kaiheekai to a pipe;
8. 64° 47' 00" 14.88 feet along R. P. 8396, L. C. Aw. 8559-B, Ap. 1 to W. C. Lunalilo to a pipe;
9. 343° 33' 00" 109.93 feet along same to a pipe;
10. 66° 22' 00" 15.60 feet along same to a pipe;
11. 337° 35' 00" 117.60 feet along same along L. P. 8146, L. C. Aw. 7716, Ap. 11 to R. Keliikolani to a pipe;
12. 62° 55' 00" 206.80 feet along R. P. 605, L. C. Aw. 650 and 6755 to Wahinepio to a  cut on concrete;
13. 153° 01' 00" 6.97 feet along same to a pipe;
14. 62° 38' 00" 3.49 feet along same to a pipe;
15. 144° 19' 30" 115.17 feet along Lot 1 to a pipe;
16. 62° 38' 00" 139.00 feet along same to the point of beginning and containing an area of 73,517 square feet, as shown on Bishop Estate Map No. 583A.


Description

CERTIFICATE OF ENGINEER

I hereby certify that the portion of the plans for the underlying land upon which the buildings that comprise the LAHAINA RESIDENTIAL condominium project ("Project") is situated, located at 1034 Front Street, Lahaina, Maui, State of Hawaii, on land designated by Tax Map Key 4-5-3-11, 2nd Division, heretofore shown on Site Drawings of the Project consisting of three pages numbered C-1, C-2 and C-3, fully and accurately depict the layout, location of sewer and water lines, drainage, grading, and location of parking stalls of said Project as built.



STANLEY YIM, Professional
Engineer No. E2018

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)


STANLEY YIM, being first duly sworn, deposes and says that he is registered Professional Engineer No. E2018 in the State of Hawaii, has read the foregoing Certificate, knows the contents thereof and the same is true.



STANLEY YIM

Subscribed and sworn to before me
this 2nd day of June, 1983.





NOTARY PUBLIC, STATE OF HAWAII
My commission expires: 10/9/86

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: LAHAINA RESIDENTIAL CONDO ARCHITECT: MEDIA FIVE LIMITED
(name, address) 1034 Front Street
Lahaina, Hawaii 96761 ARCHITECT'S PROJECT NUMBER: 76-1526

TO (Owner)

Hadley-Pruyn Developers, Inc.
745 Fort Street
Suite 2121
Honolulu, HI 96813

CONTRACTOR: Maui Shiraishi, Inc.
CONTRACT FOR: Two-story apartment complex.

CONTRACT DATE: 30 September 1977

DATE OF ISSUANCE: 30 March 1979

PROJECT OR DESIGNATED AREA SHALL INCLUDE: Pool pavilion

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as 30 March 1979 which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alier the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

MEDIA FIVE LIMITED
ARCHITECT

BY Melvyn Y.K. Choy, AIA
Partner

DATE 16 Apr 79

The Contractor will complete or correct the Work on the list of items appended hereto within _____ days from the above Date of Substantial Completion.

MAUI SHIRAISHI, INC.
CONTRACTOR

BY Michael M. Shiraishi

DATE 18 Feb 79

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

HADLEY-PRUYN DEVELOPERS, INC.
OWNER

BY William H. Pruyn

DATE 4 Mar 79

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:
(NOTE — Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

The improvements have been completed substantially in accordance with the Plans and Specifications, and that connections have been made to all appropriate utility facilities and that the Improvements are operational and capable of achieving 100% occupancy, except as noted. The Improvements also comply with zoning, environmental, and other governmental authorizations or permission to the best of our knowledge.

RECORDATION REQUESTED BY:

KAMEHAMEHA SCHOOLS/BISHOP ESTATE
P. O. Box 3466
Honolulu, Hawaii 96801

AFTER RECORDATION, RETURN TO:

KAMEHAMEHA SCHOOLS/BISHOP ESTATE
P. O. Box 3466
Honolulu, Hawaii 96801

RETURN BY: MAIL () PICKUP (✓)

72
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77- 92377
77- 92377 014516

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
LIBER 12484 PG 657
77 OCT 12 P 2: 10

SEARCHED
INDEXED
SERIALIZED
FILED


DECLARATION OF HORIZONTAL PROPERTY REGIME
OF
LAHAINA RESIDENTIAL CONDOMINIUM

WHEREAS, the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP,
herein called the "Trustees", own in fee simple the real property de-
scribed as follows:

ALL that certain parcel of land (parts of R. P. 1175,
L. C. Aw. 6499 to Nakoelua and L. P. 8204, L. C. Aw. 962, Ap. 1
to J. Armas) situate at Kainehe and Moanui, Lahaina, Island and
County of Maui, State of Hawaii, containing an area of 73,517
square feet and comprising Lot 2, as shown on Bishop Estate Map
583A filed in the office of Lessors, and being more particularly
described as follows:

Beginning at a pipe at the South corner of this lot,
the West corner of Lot 1, and on the Northeast side of Lot 3, the
coordinates of said point of beginning referred to Government Sur-
vey Triangulation Station "Laina" being 5954.64 feet South and
5213.44 feet West, and running thence by azimuths measured clock-
wise from true South:

1. 144° 19' 30" 0.61 feet along the Northeast side
of Lot 3 to a pipe;
2. 143° 32' 00" 118.96 feet along same to a pipe;
3. 243° 16' 00" 120.94 feet along R. P. 5596, L. C.
Aw. 6498, Ap. 2 to Kokio to
a pipe;
4. 245° 29' 00" 296.32 feet along same to a pipe;
5. 194° 17' 00" 20.30 feet along same to a pipe;
6. 216° 45' 00" 19.86 feet along same to a pipe;
7. 337° 30' 00" 24.33 feet along R. P. 3581, L. C.
Aw. 11086, Ap. 3 to J. A.
Kaiheekai to a pipe;
8. 64° 47' 00" 14.88 feet along R. P. 8396, L. C.
Aw. 8559-B, Ap. 1 to W. C.
Lunalilo to a pipe;
9. 343° 33' 00" 109.93 feet along same to a pipe;
10. 66° 22' 00" 15.60 feet along same to a pipe;

- | | | | | | |
|-----|------|-----|-----|--------|---|
| 11. | 337° | 35' | 00" | 117.60 | feet along same along L. P. 8146, L. C. Aw. 7716, Ap. 11 to R. Keliikolani to a pipe; |
| 12. | 62° | 55' | 00" | 206.80 | feet along R. P. 605, L. C. Aw. 650 and 6755 to Wahinepio to a  cut on concrete; |
| 13. | 153° | 01' | 00" | 6.97 | feet along same to a pipe; |
| 14. | 62° | 38' | 00" | 3.49 | feet along same to a pipe; |
| 15. | 144° | 19' | 30" | 115.17 | feet along Lot 1 to a pipe; |
| 16. | 62° | 38' | 00" | 139.00 | feet along same to the point of beginning and containing an area of 73,517 square feet, as shown on Bishop Estate Map No. 583A. |

Descr.
Check
[Signature]

AND WHEREAS, HADLEY-PRUYN DEVELOPERS, INC., a Hawaii corporation, herein called "Lessee", is the Lessee under Bishop Estate Lease No. 24,862 recorded in the Bureau of Conveyances of Hawaii in Liber 12255, page 385, and pursuant to the terms of said lease Lessee has undertaken to improve said land by constructing thereon certain improvements hereinafter described in accordance with plans incorporated herein by reference and filed in said Bureau as Condominium Map No. 516.

NOW, THEREFORE, in order to create a condominium project consisting of said land and improvements (herein called the "Project") and to be known as Lahaina Residential Condominium, the Trustees and Lessee hereby submit said property to a Horizontal Property Regime established by Chapter 514, Hawaii Revised Statutes (Horizontal Property Act) and in furtherance thereof make the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declare and agree that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and

improved subject to the declarations, restrictions and conditions set forth herein and in the By-laws attached hereto as Exhibit B and made a part hereof, as the same may from time to time be amended in accordance with laws and this Declaration and the By-laws, which declarations, restrictions and conditions shall constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their successors and assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, heirs, executors, administrators and assigns:

A. DIVISION OF PROPERTY. The Project is hereby divided into the following freehold estates:

1. Apartments. Sixty (60) freehold estates are hereby designated in the spaces within the perimeter walls, floors and ceilings of each of the apartment units of the Project contained in six buildings of two (2) stories each, constructed principally of reinforced first floor concrete floor slabs, second floors to be wood frame with three-fourths inch mastical topping over plywood decking, wood and gypsum board walls, and wooden shake or shingle roofs, which spaces are referred to herein as "apartments" and are designated on said Condominium Map and described as follows:

<u>Building</u>	<u>Apartment No.</u>	<u>Apartment Type</u>	
A	101	102	
	102	101 (Reverse)	
	103	101	
	104	102 (Reverse)	
	201	202	
	202	201 (Reverse)	
	203	201	
	204	202 (Reverse)	
	B	105	102
		106	101 (Reverse)
107		101	
108		102 (Reverse)	

<u>Building</u>	<u>Apartment No.</u>	<u>Apartment Type</u>	
B	205	202	
	206	201 (Reverse)	
	207	201	
	208	202 (Reverse)	
	109	102	
C	110	101 (Reverse)	
	111	101	
	112	101 (Reverse)	
	113	101	
	209	202	
	210	201 (Reverse)	
	211	201	
	212	201 (Reverse)	
	213	201	
	D	114	101 (Reverse)
		115	101
116		101 (Reverse)	
117		101	
118		101 (Reverse)	
119		101	
120		102 (Reverse)	
214		201 (Reverse)	
215		201	
216		201 (Reverse)	
217		201	
218		201 (Reverse)	
219		201	
220		202 (Reverse)	
E	121	102	
	122	101 (Reverse)	
	123	101	
	124	102 (Reverse)	
	221	202	
	222	201 (Reverse)	
	223	201	
F	224	202 (Reverse)	
	125	102	
	126	101 (Reverse)	
	127	101	
	128	101 (Reverse)	
	129	101	
	130	102 (Reverse)	
	225	202	
	226	201 (Reverse)	
	227	201	
	228	201 (Reverse)	
229	201		
230	202 (Reverse)		

2. Type of Rooms and Area. Each apartment contains one (1)

bedroom, a bathroom, a kitchen and a living room, and a net floor area of 538 square feet, plus a lanai of 38 square feet and a lanai storage area of 11 square feet, for a total of 587 square feet. Each apartment is located on either the first or second floor of its building as indicated by the first digit in the apartment number.

3. Access.

a. Each apartment has immediate access to its entry either directly or by stairway to the walkways and drive-ways connecting the building in which the apartment is located to the street entrance of the Project.

b. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment, any pipes, wires, conduits, or other utility lines running through such apartment which are utilized for or serve more than one apartment, or the stairways and entry walkways to such apartments, the same being deemed common elements as hereinafter provided. Each apartment shall include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and the fixtures originally installed therein, including range and oven, refrigerator, disposal, drapes and carpets. Clothes washer and dryer may be purchased at cost to purchaser; they are not included in the original purchase price.

B. COMMON ELEMENTS AND COMMON INTEREST.

1. Common Elements. One freehold estate is hereby designated in all of the remaining portions and appurtenances of the Project, herein called the "common elements", including specifically, but not limited to:

a. Said land in fee simple.

b. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls and roofs.

c. All yards, grounds, landscaping, planters, fences, mail boxes, refuse facilities, swimming pool, pavilion, and like facilities.

d. All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities, and installations which serve more than one apartment for services such as power, light, water, gas, refuse, telephone and radio and television signal distribution.

e. All driveways, parking areas, stairways and walkways. Fourteen (14) of the 75 parking spaces within the Project are not as large as the other parking spaces, are designated on said Condominium Map as "CS" for compact space, and may not be able to accommodate some of the larger sizes of automobiles.

f. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety,

and normally in common use.

2. Limited Common Elements. Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

a. The entry of each apartment and the walkway or stairway within the perimeter of each building adjoining such entry shall be appurtenant to and for the exclusive use of the apartment or apartments served thereby.

b. All other common elements of the Project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

3. Common Interest. Each apartment shall have appurtenant thereto an undivided one-sixtieth (1/60) fractional interest (being a 1.6666+ percentage interest) in all common elements of the Project (herein called the "common interest") and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting.

C. EASEMENTS. In addition to any easements hereby established in the limited common elements, the apartments and common elements shall also have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such

purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; parking of automobiles; and in all other apartments of the building in which such apartment is located for support.

2. If any part of the common elements now or hereafter encroaches upon any apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event any building shall be partially or totally destroyed and then re-built, minor encroachments of any parts of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

3. Each apartment shall be subject to an easement in favor of the owners of all other apartments for access to any common elements located in such apartment.

D. ALTERATION AND TRANSFER OF INTERESTS. The common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all of the apartment owners affected, expressed in an amendment to this Declaration duly recorded or except as otherwise set forth in this Declaration. The common interest and easements shall not be separated from the apartment to which they appertain and shall be deemed to be

conveyed, leased or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

E. USE. The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartment subject to all provisions of this Declaration.

F. ADMINISTRATION OF PROJECT. Administration of the Project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the Project in accordance with the by-laws of the Association. Operation of the Project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Declaration and the By-laws, and specifically but without limitation, the Association shall:

1. Make, build, maintain and repair all fences, sewers,

drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the Project or any part thereof.

2. Keep all common elements of the Project in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Project or the use thereof.

3. Well and substantially repair, maintain, amend and keep all common elements of the Project, including without limitation the buildings thereof, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any street boundary of the Project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the common elements of the Project herein required to be repaired by the Association, of which notice shall be given by any owner or his agent, within 30 days after giving of such notice.

4. Before commencing or permitting construction of any improvement on the Project, obtain and deposit with the Trustees a bond or certificate thereof naming as obligees the Trustees and collectively all other apartment owners as their interests may appear, in a penal sum not less than the total cost of such

construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens.

5. Have the right, to be exercised by its Board of Directors (herein called "The Board") or its designee, to enter any apartments and limited common elements from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs required to prevent damage to any apartments or common elements or for the installation, repair or replacement or any common elements.

6. Not erect or place on the Project any building or structure, including fences and walls, nor make additions or structural alterations to, or exterior changes of, any common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan prepared by a licensed architect if so required by the Trustees, first approved in writing by the Trustees and also approved by a majority of apartment owners (or such larger percentage as required by law or this Declaration) including all owners of apartments thereby directly affected, as determined by The Board, and complete any such improvements diligently after the commencement thereof.

7. Not erect, place or maintain any television or other antennas on the Project visible from any point outside of any building of the Project.

8. Observe any setback lines affecting the Project as may be shown on said Condominium Map, and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Project and the setback line along such boundary.

9. Not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.

G. MANAGING AGENT; SERVICE OF PROCESS. Operation of the Project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. The initial Managing Agent shall be Menefee Management Corporation, whose place of business and post-office address is 345 Queen Street, Suite 602, Honolulu, Hawaii, 96813.

H. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the Project, including without limitation, the operation thereof, any maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, any labor, service, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with

the common elements or any accident, fire or nuisance thereon, and any premiums for hazard and liability insurance herein required with respect to the Project and the cost of all utility services, including water, electricity and gas, garbage disposal and any other similar services unless separately metered shall constitute common expenses of the Project for which all apartment owners shall be severally liable in proportion to their respective common interests. Rent and real property taxes and special assessments referred to in Section 514-23, Hawaii Revised Statutes, as amended, and charges, including those for utilities which are separately metered, shall not be common expenses of the horizontal property regime hereby created and no payments thereof shall be payments of such common expenses. The Board shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment which may be foreclosed by The Board or Managing Agent as provided by said Horizontal Property Act, provided that 30 days prior written notice of intention to foreclose shall be mailed, postage prepaid, to the Trustees and all other persons having any interest in such apartment as shown in the Association's record of ownership.

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the Project, shall be bound by and comply strictly with the provisions of this Declaration, the By-laws of the Association and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by The Board or Managing Agent on behalf of the Association, or,

in a proper case, by any aggrieved apartment owners.

J. INSURANCE. The Association at its common expense shall at all times keep the common elements and, whether or not part of the common elements, all exterior and interior walls, floors and ceilings of the Project in accordance with the as-built condominium plans and specifications, insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, and as shall be sufficient to provide for the repair or replacement thereof in the event of such loss or damages in the name of the Association and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Association shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time cause to be deposited promptly with the Trustees true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. Exterior glass may be insured at the option of the Association. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds; provided, however, that if the apartment owners who own (a) 80% or more of the apartments and (b) apartments to which are appurtenant 80% or more of the common interests shall

vote against rebuilding, repairing or otherwise reinstating the buildings as aforesaid, which vote shall be taken at a meeting of the Association held prior to commencement of the rebuilding, repair or other reinstatement of the buildings and within 90 days after such loss or damage or such later date which is within 30 days after the insurance loss has been finally adjusted, and the Trustees and all mortgagees shall consent thereto in writing, then and in such event the provisions of Section 514-17(a)(2) shall apply and the Association, within a reasonable time thereafter, at its common expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and grade. Every such policy of insurance shall:

1. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counter-claim, apportionment, pro-ration or contribution by reason of, any other insurance obtained by or for any apartment owner.

2. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge or control of The Board, or because of any breach of warranty or condition or any other act or neglect by The Board or any apartment owner or any other persons under either of them.

3. Provide that such policy may not be cancelled (whether or not requested by The Board) except by the insurer giving at least 60 days' prior written notice thereof to The Board, Trustees, and every other person in interest who shall have requested such notice of the insurer.

4. Contain a waiver by the insurer of any right of subrogation to any right of The Board, Trustees, or apartment owners against any of them or any other persons under either of them.

5. Contain a standard mortgagee clause which shall:

a. Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the Project, in their respective order and preference, whether or not named therein.

b. Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of The Board, Trustees, or apartment owners or any persons under any of them.

c. Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon; and any contribution clause.

d. Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by The Board.

6. Require the insurer, at the inception of the policy and on each anniversary date thereof, to provide the Board of Directors with a written summary, in layman's terms, of the policy. The summary shall include the type of policy, a

description of the coverage and the limits thereof, amount of annual premium and renewal dates. Upon receipt of such summary, the Board shall provide a copy thereof to each apartment owner.

The Board on behalf of the Association at its common expense shall also affect and maintain at all times comprehensive general liability insurance, covering all apartment owners with respect to the Project and naming the Trustees as additional assureds, in an insurance company authorized to do business in Hawaii with minimum limits of not less than \$300,000 for injury to one person and \$1,000,000 for injury to more than one person in any one accident or occurrence and \$100,000 for property damage, or such higher limits as the Trustees may from time to time establish with due regard to then prevailing prudent business practice in the State of Hawaii as reasonably adequate for their protection, and from time to time deposit promptly with the Trustees current certificates of such insurance, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

K. CONDEMNATION. In case at any time or times the Project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, or shall be sold to such authority under threat of condemnation, all compensation and damages for or on account of any land shall be payable to and be the sole property of the Trustees, and all compensation and damages for or on account of any improvements of the Project shall be payable to such bank or trust company authorized to do business in Hawaii as The Board shall designate as trustee for all apartment owners and mortgagees accord-

ing to the loss or damage to their respective apartments and appurtenant common interests and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided unless such restoration or replacement is impractical in the circumstances. Unless such restoration or replacement is undertaken within a reasonable time after such taking, condemnation or sale, the Association at its common expense shall remove all remains of such improvements on the remaining land and restore the site thereof to good orderly condition and even grade.

L. UNINSURED CASUALTY. In case at any time or times any improvements of the Project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be rebuilt, repaired or restored if twenty-five per cent (25%) or more of the apartment owners affirmatively vote for such rebuilding, repairing or restoration. Any such approved restoration of the common elements shall be completed diligently by the Association at its common expense, and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed according to the original plan and elevation thereof or such other plan first approved as provided herein. Unless such restoration is undertaken within a reasonable time after such casualty the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

M. ALTERATION OF PROJECT. Restoration or replacement of the Project or of any building, swimming pool, or other facility or construction

of any additional building or structural alteration or addition to any structure, different in any material respect from said Condominium Map of the Project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of all apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Trustees and The Board, and promptly upon completion of such restoration, replacement or construction, the Association shall duly record or file of record such amendment together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer. Provided, however, that notwithstanding any provision in this Declaration to the contrary, any alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive use of an apartment, or of certain apartments, shall require the written consent thereto and the written approval of the apartment owner's plans therefor by only the holders of all liens affecting such apartment (if the lien holders require such consent and approval), the Board of Directors of the Association, all other apartment owners thereby directly affected (as determined by said Board) and the Owners, and such alterations or additions may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of the Project as so altered.

N. MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by

all apartment owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as The Board may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements and other expenses of administration of the Project, which shall be deemed conclusively to be a common expense of the Project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or reduced in the discretion of The Board. The proportionate interest of each apartment owner in said fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the Horizontal Property Regime hereby created shall be terminated or waived, said fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new Horizontal Property Regime.

O. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Horizontal Property Act this Declaration may be amended by affirmative vote of seventy-five per cent (75%) of the apartment owners, evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association of Apartment Owners, which amendment shall become effective upon recordation in said Bureau. Notwithstanding the foregoing and notwithstanding the lease of any of said apartments by the Trustees, the Trustees may amend this Declaration to file the "as built" verified statement (with

plans, if applicable) required by Section 514-13, Hawaii Revised Statutes, as amended, (1) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built, or (2) so long as any plans filed therewith involve only immaterial changes to the layout, location, apartment numbers, or dimensions of the apartments as built.

P. DEFINITIONS. The terms "majority" or "majority of apartment owners" herein mean the owners of apartments to which are appurtenant more than fifty per cent (50%) of the common interests, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interest.

Q. INVALIDITY. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included herein.

IN WITNESS WHEREOF the parties hereto have executed these presents this 4th day of October, 1977.

Raymond C. Thompson

HADLEY-PRUYN DEVELOPERS, INC.

Richard Sprung

By Wm H Prayn
Its Pres

Wing Ho Chung
Trustees of the Estate of
Bernice Pauahi Bishop

By _____
Its

APPROVED AS TO FORM
(CONTENTS AND NUMBER CAPTION)
K. Luke
COUNTY CLERK

LIBEP 12484 PC678

STATE OF HAWAII)
) ss.
City and County of Honolulu)

On this day of OCT 6 1977, before me personally appeared Myron B. Thompson, Richard Lyman, Jr. and Hung Wo Ching three of the Trustees of the Estate of Bernice Pauahi Bishop, to me known to be the persons described in and who severally executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed as such Trustees.

ELVERA BLACK
Notary Public, First Judicial Circuit
State of Hawaii
My Commission expires March 31, 1980

Elvera Black
NOTARY PUBLIC, First Judicial Circuit,
State of Hawaii.

My commission expires:

STATE OF HAWAII)
) ss.
City and County of Honolulu)

On this 4th day of OCTOBER, 1977, before me appeared WM. H. PRUYN ~~and~~ to me personally known, who, being by me duly sworn, did say that ~~they are~~ ^{he is} the PRESIDENT ~~and~~ respectively of HADLEY-PRUYN DEVELOPERS, INC. -----, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ~~and~~ WM. H. PRUYN acknowledged said instrument to be the free act and deed of said corporation.

Sharilyn M. Miyahara
NOTARY PUBLIC, First Judicial Circuit,
State of Hawaii.

My commission expires: 2/3/81