
AMENDMENT A

KOKO ISLE DOCK POLICY GUIDE

MARINA AND FACILITIES HOUSE RULES

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AOAO KOKO ISLE DOCK POLICY GUIDE

THIS GUIDE WAS DEVELOPED TO ASSIST OWNERS WHEN MAKING THE DECISION TO INSTALL A DOCK FOR THEIR WATERFRONT UNIT OR NON-WATERFRONT UNIT IN THE SPACES ALLOCATED FOR NON-WATERFRONT UNITS. **THIS IS A GUIDE AND DOES NOT SUPERSEDE THE BOARD NOR THE ASSOCIATION IN IMPLEMENTING, PERMITTING OR BUILDING OF DOCKS AT KOKO ISLE.**

INFORMATION ABOUT THE PROCESS OF APPLYING FOR A DOCK SPACE IS CONTAINED HERE, AS WELL AS THE **HOUSE RULES** UNDER THE SECTIONS “MARINA FACILITIES” AND THEIR MAINTENANCE UNDER “MAINTENANCE OF UNITS”.

THERE IS ALSO A SECTION IN THE “**DECLARATIONS**” OF THE ASSOCIATION WHICH DETAILS **DOCK LEASES** WHICH ARE REQUIRED BEFORE ANY CONSTRUCTION OF ANY DOCKS CAN PROCEED. THIS SECTION NEEDS SPECIAL SCRUTINY BY THE OWNER BECAUSE IT OUTLINES THE OWNERSHIP OF THE DOCK SPACE AND ANY IMPROVEMENTS PLACED IN THAT SPACE. HOW THESE LEASES ARE IMPLEMENTED IS ALSO CONTAINED WITHIN THIS GUIDE.

THERE ARE SEVERAL **EXAMPLES** OF THE TYPES OF DOCKS ALLOWED BY THE ASSOCIATION IN THIS GUIDE. THE EXAMPLES IN THIS GUIDE ARE A REPRESENTATION OF THE DOCKS THAT WILL FIT IN A GIVEN SPACE AND ALLOW YOU TO FIGURE OUT IF YOUR DOCK AND BOAT WILL BE ABLE TO UTILIZE THE SPACE IN ACCORDANCE WITH ASSOCIATION POLICY AND THE HOUSE RULES.

ONE OF THE MAIN CONSIDERATIONS THAT THE BOARD WILL MAKE IS THAT THE **ALLOWABLE DOCK SPACE IS UTILIZED AS INTENDED AND WILL NOT ENCROACH UPON YOUR NEIGHBORS DOCK SPACE NOR THE MARINA AREA** . THESE BOUNDARIES OF THE WATERFRONT AND NON-WATERFRONT DOCK SPACES ARE DESCRIBED IN DETAIL HERE AND **NO VARIANCES** ARE TYPICALLY ALLOWED BY THE BOARD.

IF YOU HAVE **QUESTIONS** AFTER STUDYING THESE PAGES, FEEL FREE TO ASK THE RESIDENT MANAGER OR CONTACT THE BUILDING AND GROUNDS COMMITTEE FOR HELP. HOPEFULLY THIS GUIDE WILL HELP MAKE THE PROCESS MUCH EASIER FOR YOU, YOUR CONTRACTOR, AND ALLOW THE BOARD TO MAKE A MORE TIMELY DECISION ON YOUR PROJECT.

SECTION 1

WATERFRONT UNIT DOCKS

DOCK LEASE:

ALL WATERFRONT UNITS ARE REQUIRED TO FILL OUT A DOCK LEASE BEFORE UTILIZING THEIR DOCK SPACE FOR A DOCK. THESE LEASES RUN FOR TWENTY (20) YEARS AND GIVE THE OWNER OF THE UNIT THE RIGHT TO UTILIZE THAT SPACE IN THE LIMITED COMMON AREA. YOU WILL RETAIN OWNERSHIP OF ALL IMPROVEMENTS TO YOUR SPACE AND WILL BE ABLE TO TRANSFER THE LEASE UPON SELLING. READ CAREFULLY AND CONSULT LEAGAL ADVICE IF NEEDED. **SEE DOCK LEASE EXAMPLE.**

DOCK SPACES:

ALL WATERFRONT UNITS HAVE A DOCK SPACE THAT IS DEFINED IN THE DECLARATIONS. THEY HAVE BEEN NUMBERED AND ARE ANNOTATED ON THE PLOT PLAN OF THE ASSOCIATION IN THAT DOCUMENT. **SEE EXAMPLE 1.**

THE “DOCK SPACE” FOR ALL UNITS RUNS FROM THE EXTENDED PROPERTY LINES OF YOUR UNIT OUT INTO THE MARINA FOR A DISTANCE OF THIRTY (30) FEET. THERE IS ALSO A EASEMENT OF ONE(1) FOOT ON THE INSIDE OF YOUR EXTENDED PROPERTY LINE THAT YOU CANNOT HAVE A DOCK NOR BOAT NOR COMBINATION OF EITHER THAT WILL ALLOWED IN THIS AREA. **SEE EXAMPLE 2.**

DOCKS AND THEIR INTENDED BOATS NEED TO FIT WHOLEY WITHIN THE DEFINED DOCK SPACE WITH THE BOAT DOCKED ALONG SIDE OF THE DOCK. THIS WILL INCLUDE DRIVE-ON DOCKS AS WELL. ENOUGH SPACE MUST BE ALLOWED TO HAVE THE INTENDED BOAT DOCKED ALONG SIDE THE DOCK IN THE ALLOWED SPACE. **SEE EXAMPLE 3**

TYPES OF DOCKS ALLOWED:

THERE ARE CURRENTLY FOUR (4) TYPES OF DOCKS THAT THE BOARD HAS DETERMINED TO BE APPROVED:

STANDARD FLOATING DOCK PARALLEL TO SEAWALL. *SEE EXAMPLE 3, FIG.1*

STANDARD FLOATING DOCK PERPENDICULAR TO SEAWALL. *SEE EXAMPLE 3, FIG.3*

FLOATING DRIVE-ON DOCK. *SEE EXAMPLE 3, FIG.2*

CANTILEVER DOCK. *SEE EXAMPLE 4-1, AND 4-2.*

NOTE: THE CANTILEVER DOCK MAY ALSO BE INSTALLED IN CONJUNCTION WITH ONE OF THE OTHER STANDARD FLOATING DOCKS OR A FLOATING DRIVE-ON DOCK. NO PORTION OF A CANTILEVER DOCK MAY EXTEND OVER ANY PORTION OF A FLOATING DOCK EXCEPT FOR THE STANDOFF ARMS. *SEE EXAMPLE 5.*

DOCK RESTRICTIONS ON PLACEMENT:

THERE ARE A FEW DIMENSIONS YOU NEED TO TAKE INTO CONSIDERATION FOR YOUR DOCK INSTALLATION:

THE FLOATING DOCK MUST BE A MINIMUM OF FOUR (4) FEET FROM THE SEAWALL. *SEE EXAMPLE 6, FIG.1.*

THE GANGWAY AND DOCK MAY NOT ENCROACH INTO THE ONE (1) FOOT EASEMENT FROM YOUR EXTENDED PROPERTY LINE. *SEE EXAMPLE 5.*

CANTILEVER DOCKS MAY ONLY EXTEND TO A MAXIMUM OF SIX (6) FEET FROM THE SEAWALL OVER THE BAY. *SEE EXAMPLE 6, FIG 2.*

TOP OF CANTILEVER DOCK CAN ONLY RISE A MAXIMUM OF FOURTEEN (14 IN) INCHES ABOVE THE TOP OF THE SEAWALL CAP. *SEE EXAMPLE 6, FIG 2.*

NOTE: CANTILEVER DOCKS ARE ALLOWED TO RUN TO THE INSIDE OF RESPECTIVE PROPERTY FENCE LINES. THE **GANGWAY TO A FLOATING DOCK MUST NOT**, HOWEVER, BE INSIDE THE ONE(1) FOOT EASEMENT OF THE EXTENDED PROPERTY LINE.

NOTE: NO PORTION OF THE CANTILEVER DOCK MAY EXTEND OVER ANY PORTION OF A FLOATING DOCK, EXCEPT THE STANDOFF ARMS.

POSSIBLE STAIR CONFIGURATIONS FOR CANTILEVER DOCKS ARE SHOWN IN **EXAMPLES 4-1, AND 4-2.**

EXAMPLE 4-1: STANDARD STAIRS CONFIGURATION.

EXAMPLE 4.2, STAIRWAY OVER COMMON AREA.

THIS CONFIGURATION MAY BE ALLOWED , BUT WILL NEED TO MEET THE PRIVACY CONCERNS OF NEIGHBORS, AND YOUR UNDERSTANDING THAT THE STAIRS ARE CONSIDERED PART OF THE DOCK, AND **NOT** PART OF YOUR LANAI OR UNIT.

ATTACHMENT OF DOCKS

FLOATING DOCKS ARE ATTACHED BY A SERIES OF OFF-SET ARMS ATTACHED TO YOUR DOCK AND TO DEADMEN LOCATED BEHIND THE SEAWALL WITH A CAP OF SIX (6) INCHES WITH AN ATTACHING PLATE IMBEDDED IN THE REINFORCED CONCRETE. **SEE EXAMPLE 7.** THE DEADMEN ARE TO BE PLACED WITHIN THE PROPERTY LINES OF THE PROPERTY WITH THE CAP PORTION RESTING BUT NOT ATTACHED TO THE SEAWALL. DIMENSIONS OF THE DEADMEN IS SHOWN IN **EXAMPLE 8.**

THE LOCATION OF THE DEADMEN WILL DEPEND ON YOUR DOCK PLACEMENT AND IT'S ATTACHMENT REQUIREMENTS. YOUR PLANS SHOULD SHOW THE LOCATION OF THESE DEADMEN.

CANTILEVER DOCKS ALSO SHOULD HAVE FOOTINGS ATTACHED PER YOUR CONTRACTOR/ENGINEER TO BE ABLE TO SUPPORT THE CANTILEVER DOCK ABOVE THE SEAWALL.

DIAGRAMS/PLANS SHOWING THE DEAD MEN AND FOOTINGS FOR THE CANTILEVER SHOULD BE SHOWN ON YOUR PLANS. **SEE EXAMPLES 8, FLOATING DOCK AND EXAMPLE 9, CANTILEVER DOCK.**

HOW TO PROCEED WITH YOUR PLANS

ONCE YOU HAVE YOUR PLANS FOR YOUR DOCK AND YOU ARE READY TO MOVE FORWARD HERE IS WHAT YOU WILL NEED TO DO:

1. FILL OUT A **PROJECT REQUEST FORM (PRF)** WITH THE RESIDENT MANAGER. YOU WILL NEED TO **PROVIDE A DESCRIPTION OF THE WORK TO BE DONE AND PROVIDE PLANS AND DRAWINGS** SUFFICIENT FOR THE BOARD TO SEE HOW YOU AND YOUR CONTRACTOR WILL ACCOMPLISH THE INSTALLATION. THE MEASUREMENT LIMITATIONS DISCUSSED ABOVE, OFFSETS, AND DOCK SPACE AREAS NEED TO BE ANNOTATED ON THE DRAWINGS ALONG WITH FOOTINGS AND DEADMEN PLACEMENT. THE RESIDENT MANAGER MAY BE ABLE TO SHOW YOU OTHER EXAMPLES OF THE TYPE OF PLANS SUBMITTED FOR APPROVAL.

2. THE PRF WILL BE CONSIDERED BY THE **BUILDING AND GROUNDS COMMITTEE** FOR COMPLETENESS AND COMPLIANCE WITH DIMENSIONS AND USE OF THE DOCK SPACE. ONCE APPROVED BY THE COMMITTEE, THEY WILL FORWARD YOUR PRF TO THE FULL BOARD FOR APPROVAL.

3. ONCE THE **FULL BOARD** HAS APPROVED YOUR PRF, YOU WILL RECEIVE AN **APPROVAL LETTER**. YOU THEN NEED TO TAKE CARE OF A FEW **ITEMS BEFORE WORK CAN BEGIN**.

I. YOU WILL NEED TO **SIGN A LEASE** FOR YOUR WATERFRONT UNIT. THIS LEASE NEEDS TO NOTARIZED AND FILED WITH THE CITY AND COUNTY OF HONOLULU BEFORE WORK CAN BEGIN. WHEN FILING WITH THE CITY, YOU WILL NEED THE ORIGINAL SIGNED AND NOTARIZED LEASE ALONG WITH THE **TAX CALCULATIONS FORM** FOR THE 20 YEAR LEASE. THIS WILL BE A MINIMUM PAYMENT TO THE CITY OF ONE (1) DOLLAR FOR THE TAX ON THIS 20 YEAR LEASE. THE TAX FORM EXAMPLE IS LOCATED IN THE MANAGERS OFFICE TO AID YOU IN FILING YOUR LEASE. THE CITY AND COUNTY OF HONOLULU WILL RETURN THE LEASE TO THE ASSOCIATION. I RECOMMEND THAT YOU PAY THEM FOR A COPY FOR YOUR OWN RECORDS AT TIME OF FILING.

II. YOU WILL ALSO NEED TO TAKE YOUR **PLANS AND APPROVAL LETTER** TO THE **HAWAII KAI MARINA ASSOCIATION** FOR THEIR APPROVAL. THEY WILL ALSO NEED TO SEE **PROOF OF YOUR INSURANCE** BEFORE YOU RECEIVE THEIR APPROVAL LETTER. THEY WILL NOT NEED A COPY OF THE LEASE.

III. YOU ALSO NEED TO **PROVIDE THE ASSOCIATION WITH THE REQUIRED PROOF OF INSURANCE** REQUIRED BY THE ASSOCIATION AND THE HAWAII KAI MARINA ASSOCIATION.

IV. YOU WILL ALSO NEED TO PULL **PERMITS** FOR ANY ELECTRICAL, PLUMBING, OR STRUCTURAL MODIFICATIONS IF NEEDED. THE DOCKS ALONE DO NOT NEED TO BE PERMITTED. THE SURROUNDING STRUCTURE, SUCH AS YOUR LANAI, ELECTRICAL AND PLUMBING MAY NEED PERMITTING IF MAKING MODIFICATIONS.

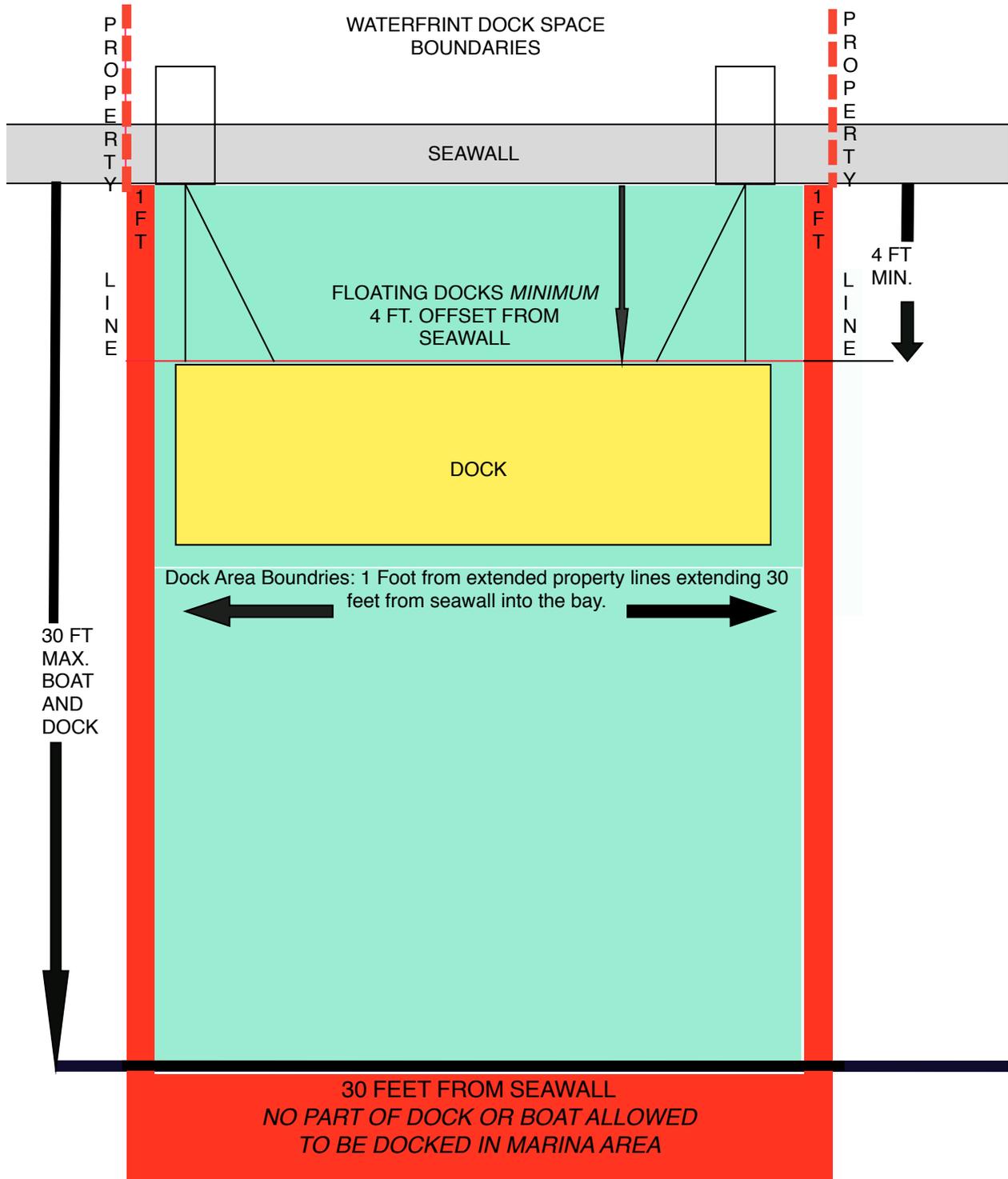
4. ONCE YOUR WORK BEGINS, IT IS ALWAYS A GOOD IDEA TO LET THE RESIDENT MANAGER KNOW THAT WORK IS BEGINNING. IT IS ALWAYS A GOOD IDEA TO INSURE YOU AND YOUR CONTRACTOR KNOW OF THE TIMES WHEN WORK CAN BE ACCOMPLISHED. **SEE HOUSE RULES: PAGE 24, QUIET ENJOYMENT, 4.**

EXAMPLES

EXAMPLE 1

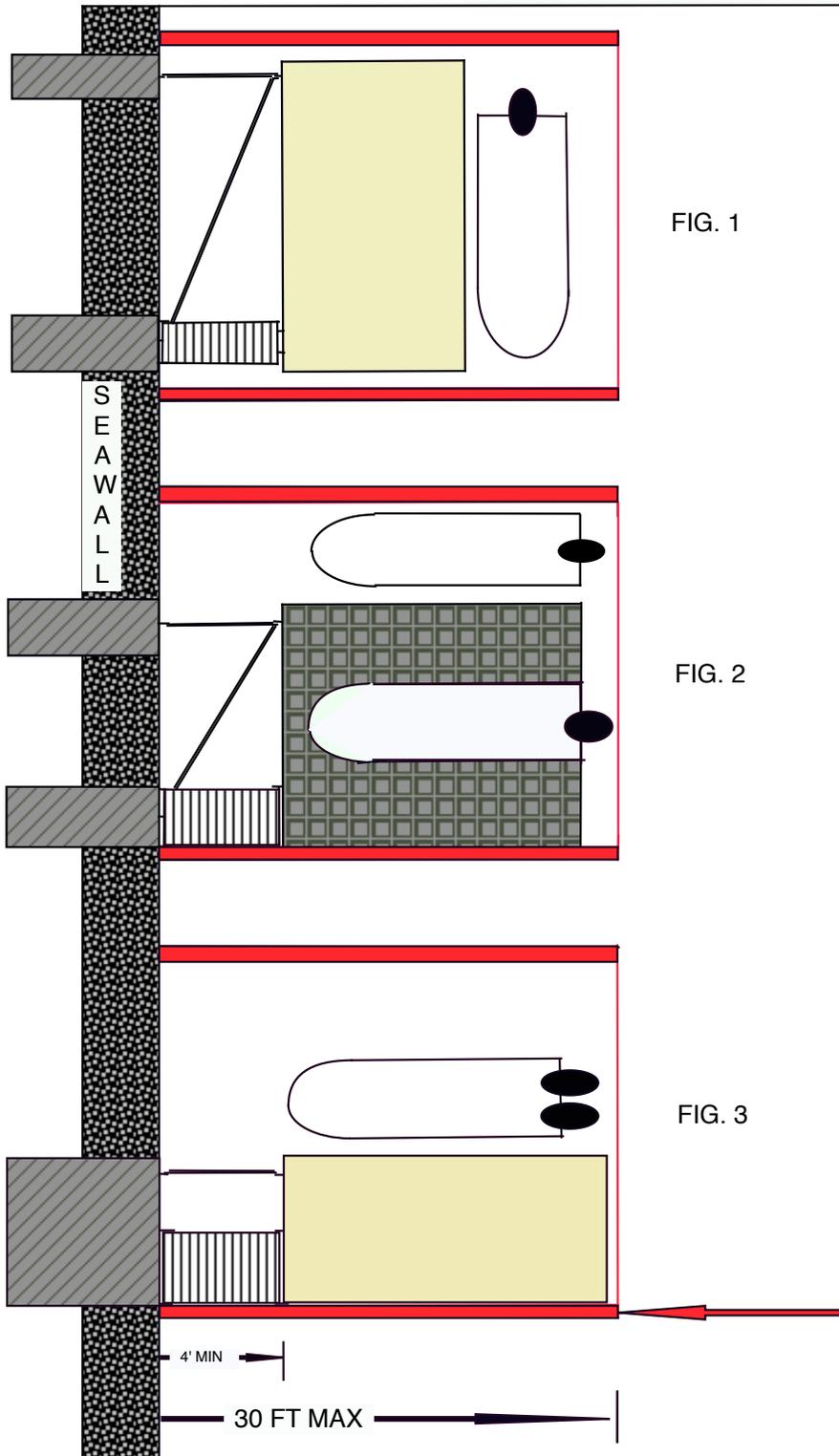


EXAMPLE 2



WATERFRONT UNIT
DOCK TYPE EXAMPLES

EXAMPLE 3



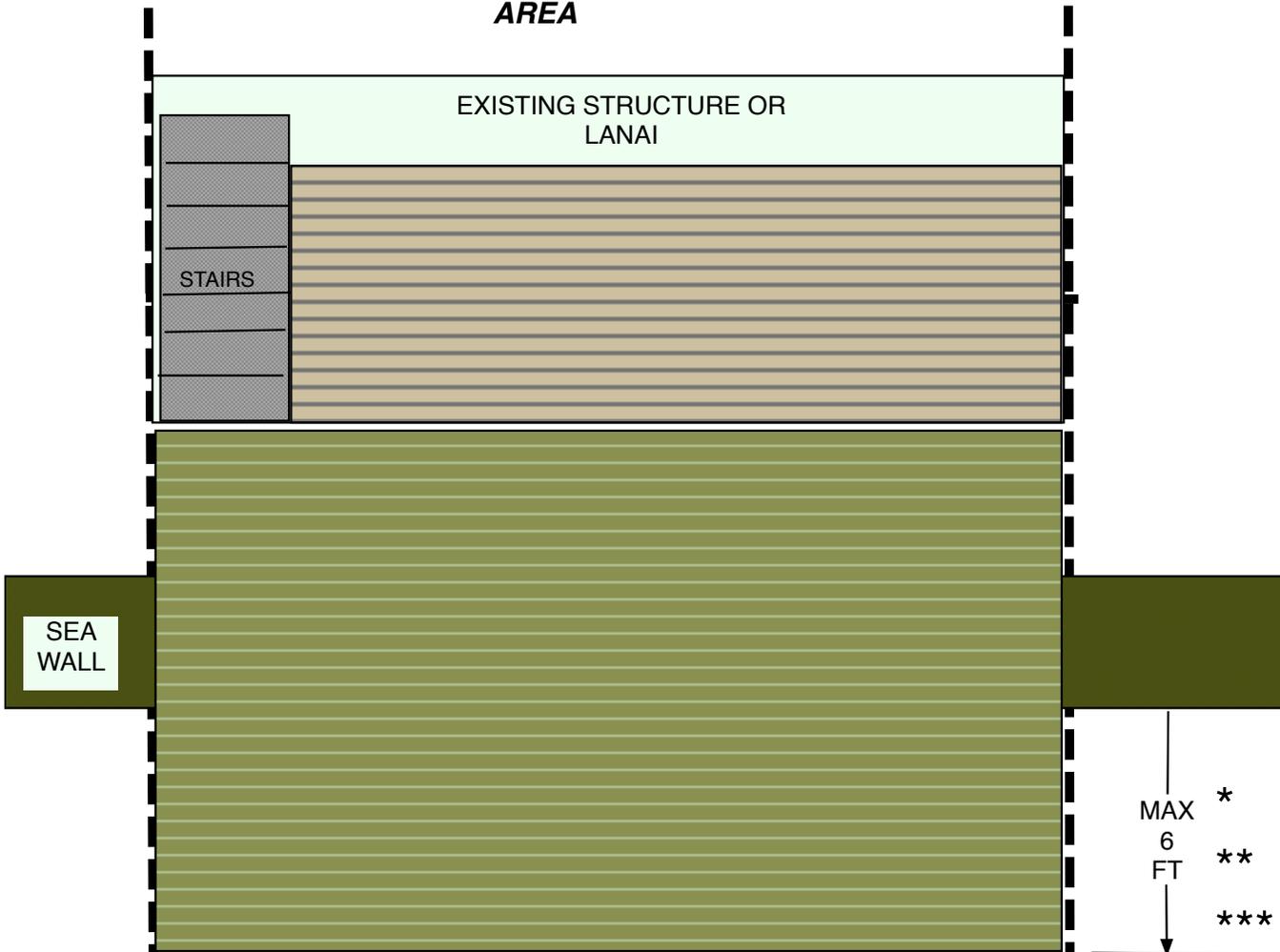
STANDARD FLOATING DOCK PARALLEL TO SEAWALL

FLOATING DRIVE-ON DOCK

STANDARD FLOATING DOCK PERPENDICULAR TO SEAWALL

**CANTILEVER DOCK
STAIRS NOT OVER COMMON
AREA**

EXAMPLE 4-1



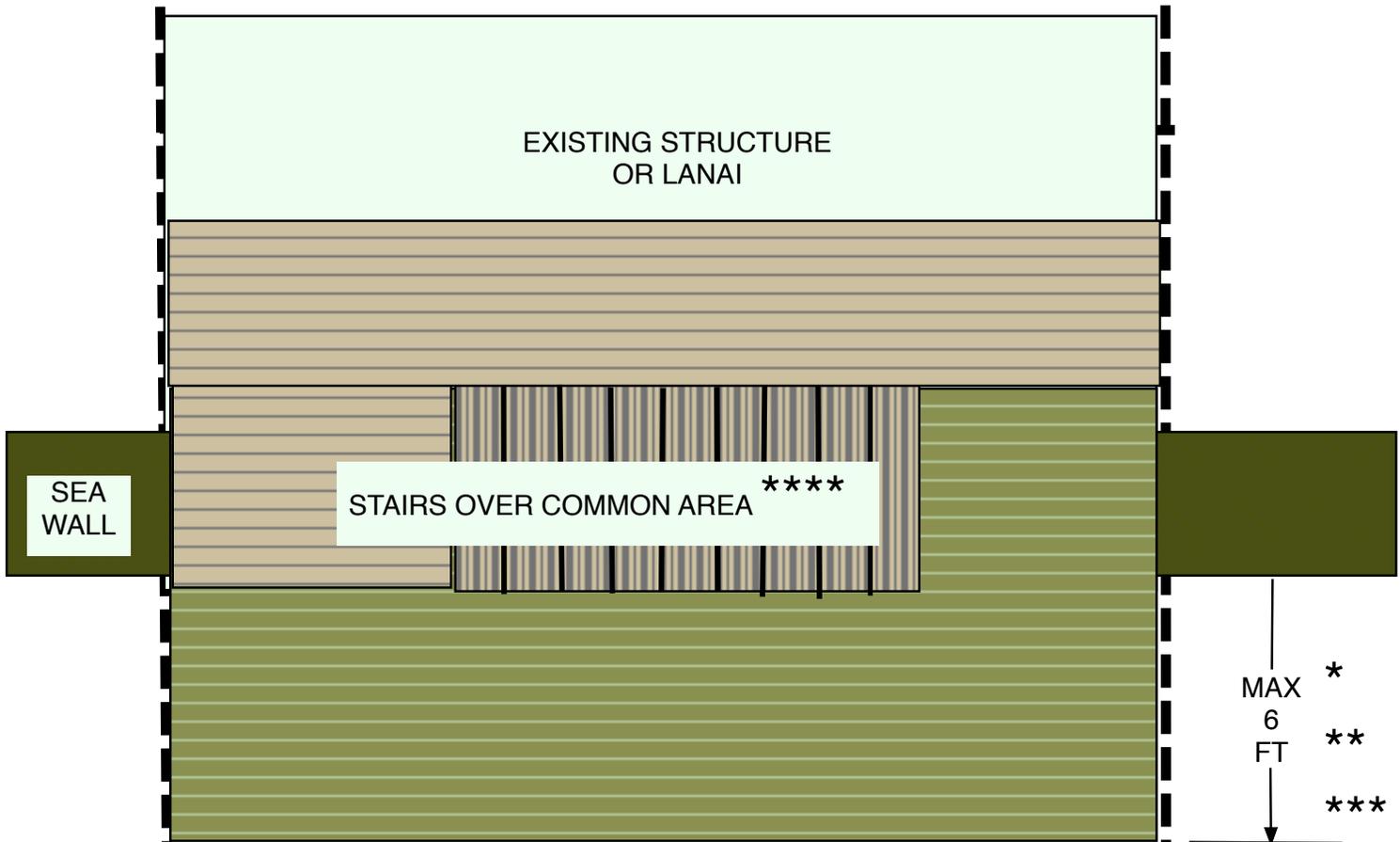
*** CANTILEVER DOCK CANNOT EXTEND FROM THE SEAWALL MORE THAN SIX (6) FEET.**

**** THE ACTUAL EXTENSION OF YOUR DOCK FROM THE SEAWALL WILL BE DETERMINED BY YOUR ENGINEER OR CONTRACTOR, UP TO THE SIX (6) FEET, DETERMINED BY THE SPACE THE UNIT HAS AVAILABLE FOR THE PROPER FOOTINGS AND DEADMEN TO SUPPORT THE DOCK..**

***** NO PORTION OF A FLOATING DOCK, EXCEPT SUPPORT ARMS, MAY BE UNDER ANY PORTION OF A CANTILEVER DOCK. SEE EXAMPLE 5.**

CANTILEVER DOCK STAIRS INTO COMMON AREA

EXAMPLE 4-2



*** CANTILEVER DOCK CANNOT EXTEND FROM THE SEAWALL MORE THAN SIX (6) FEET.**

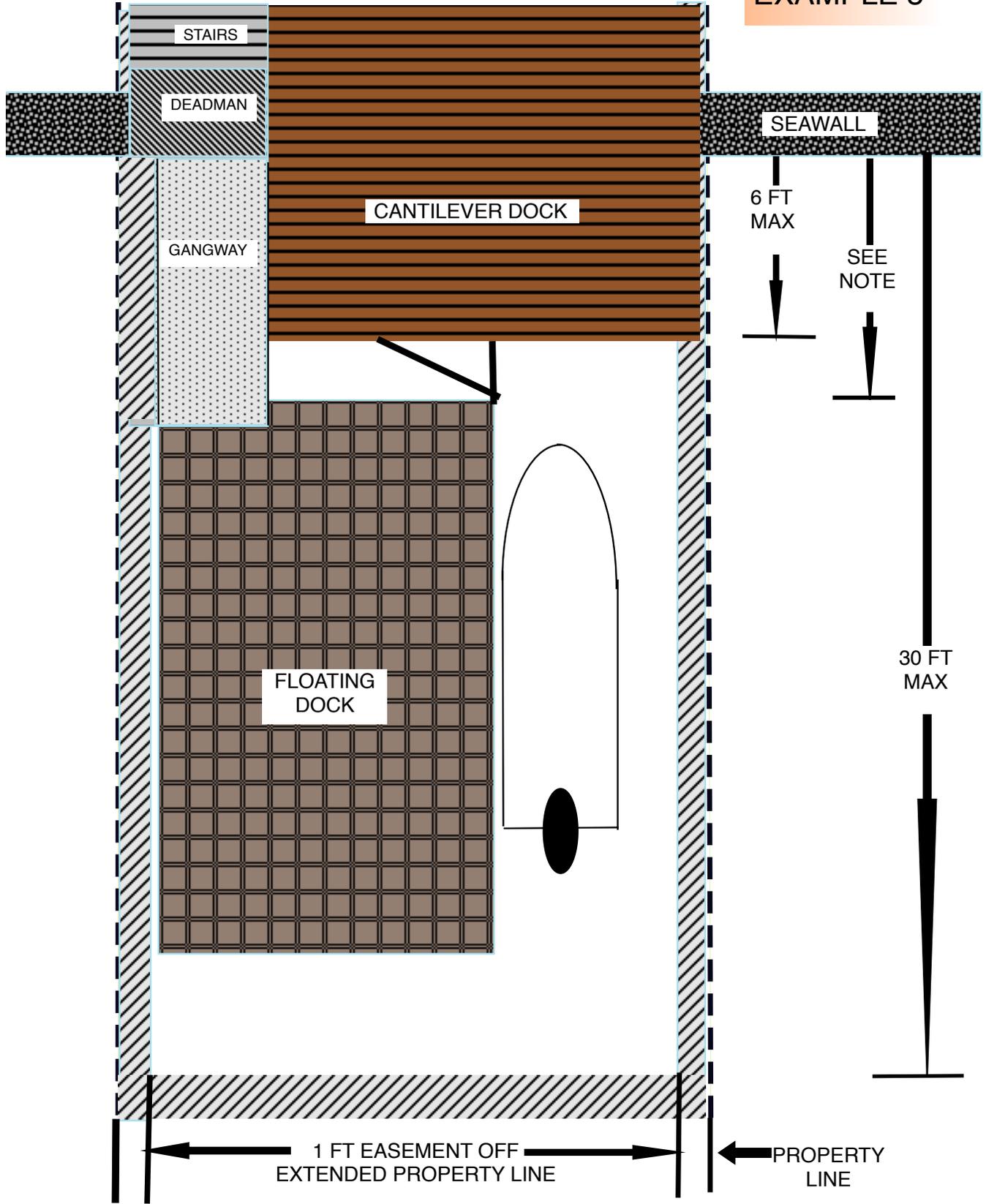
**** THE ACTUAL EXTENSION OF YOUR DOCK FROM THE SEAWALL WILL BE DETERMINED BY YOUR ENGINEER OR CONTRACTOR, UP TO THE SIX (6) FEET, DETERMINED BY THE SPACE THE UNIT HAS AVAILABLE FOR THE PROPER FOOTINGS AND DEADMEN TO SUPPORT THE DOCK..**

***** NO PORTION OF A FLOATING DOCK, EXCEPT SUPPORT ARMS, MAY BE UNDER ANY PORTION OF A CANTILEVER DOCK. SEE EXAMPLE 5.**

****** STAIR DESIGNS THAT JUT OUT OVER THE COMMON AREAS LIKE, THE SEA WALL, MIGHT BE APPROVED, *HOWEVER, THESE PORTIONS ARE CONSIDERED TO BE A PART OF THE DOCK AND NOT AS PART OF ANY LANAI.***

COMBINATION CANTILVER AND FLOATING DOCK

EXAMPLE 5

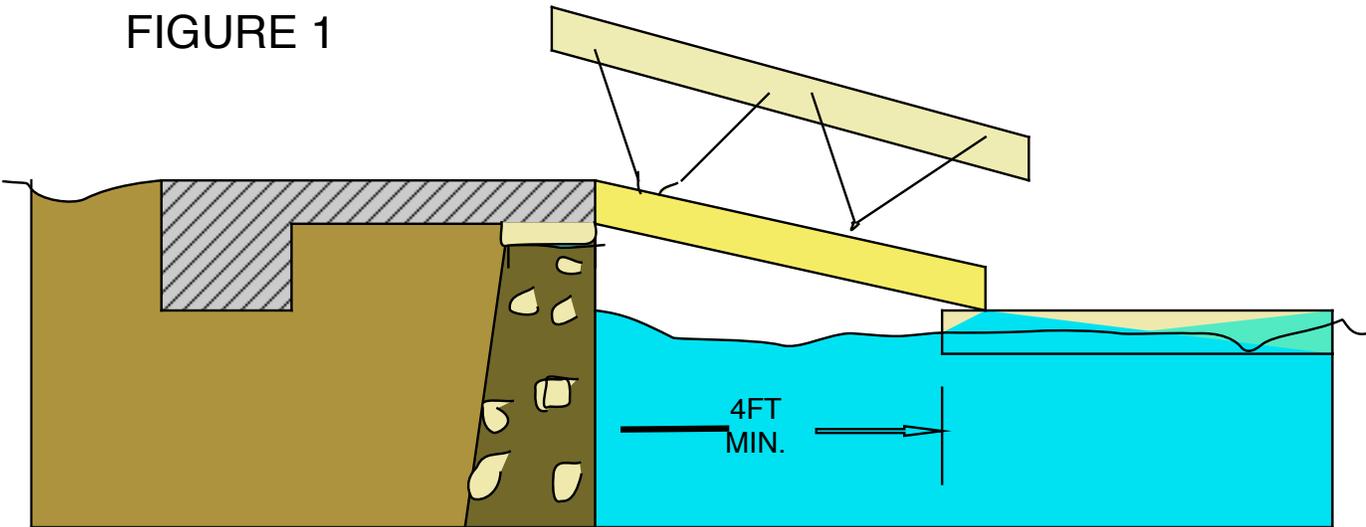


NOTE: CANTILEVER DOCK MAY NOT EXTEND OVER ANY PORTION OF FLOATING DOCK

EXAMPLE 6

FIGURE 1

FLOATING DOCK PROFILE

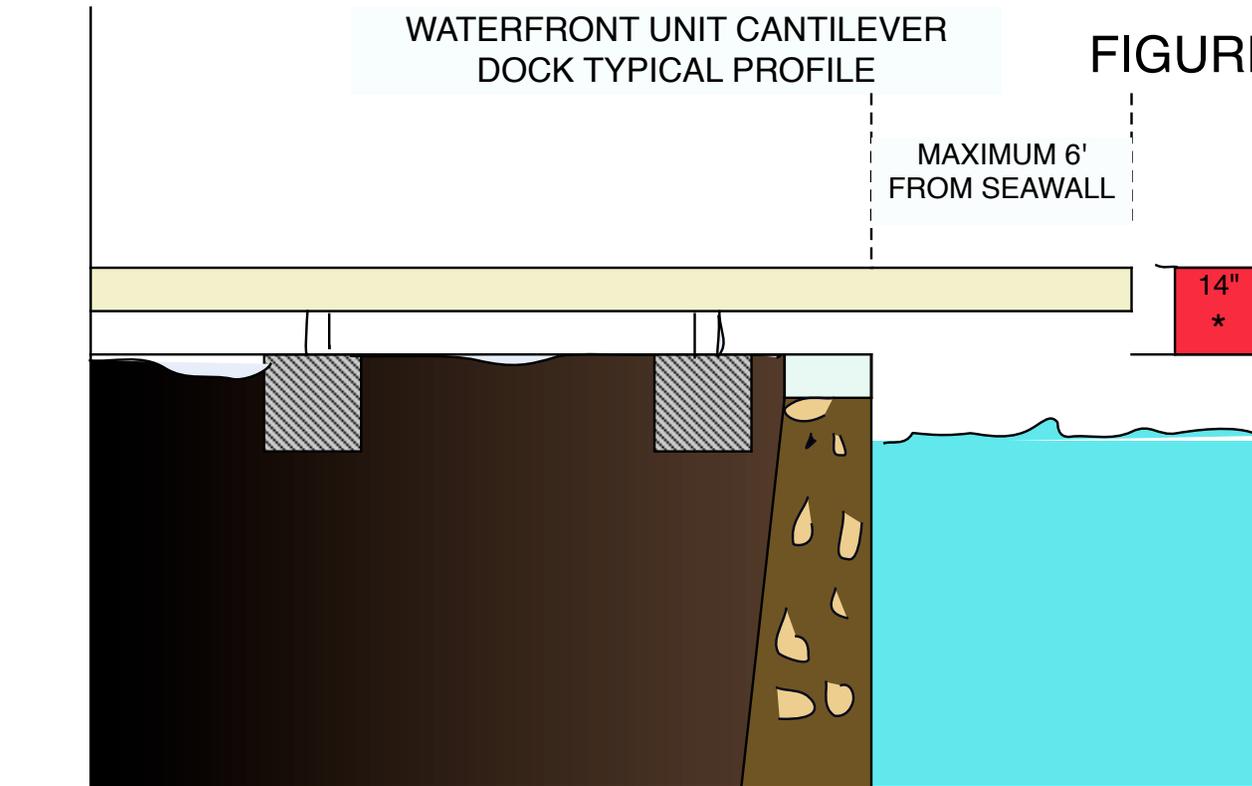


WATERFRONT UNIT CANTILEVER DOCK TYPICAL PROFILE

FIGURE 2

MAXIMUM 6' FROM SEAWALL

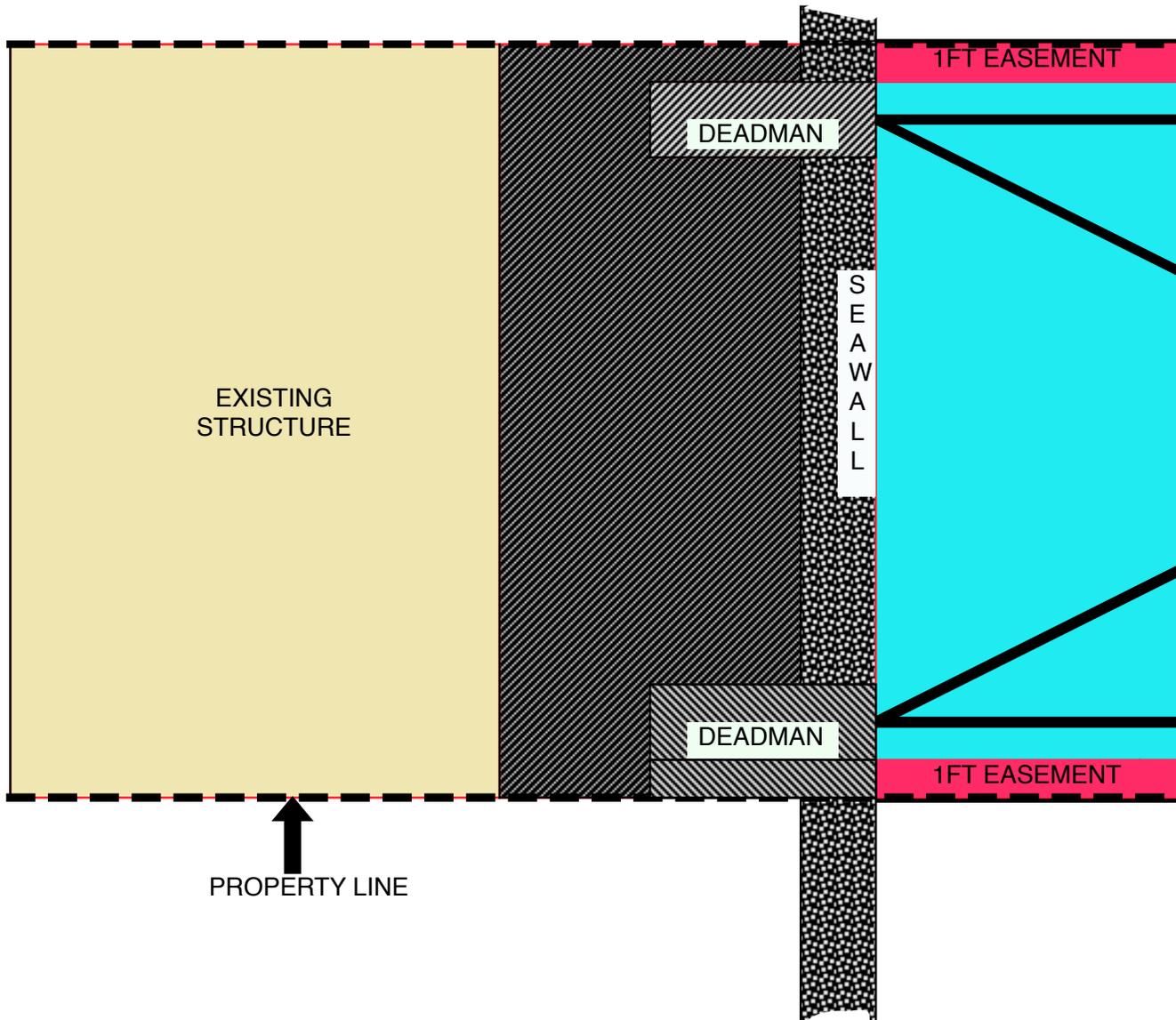
14"
*



* MAX HEIGHT OF DOCK TOP SURFACE IS 14" ABOVE SEAWALL CAP.

EXAMPLE 7

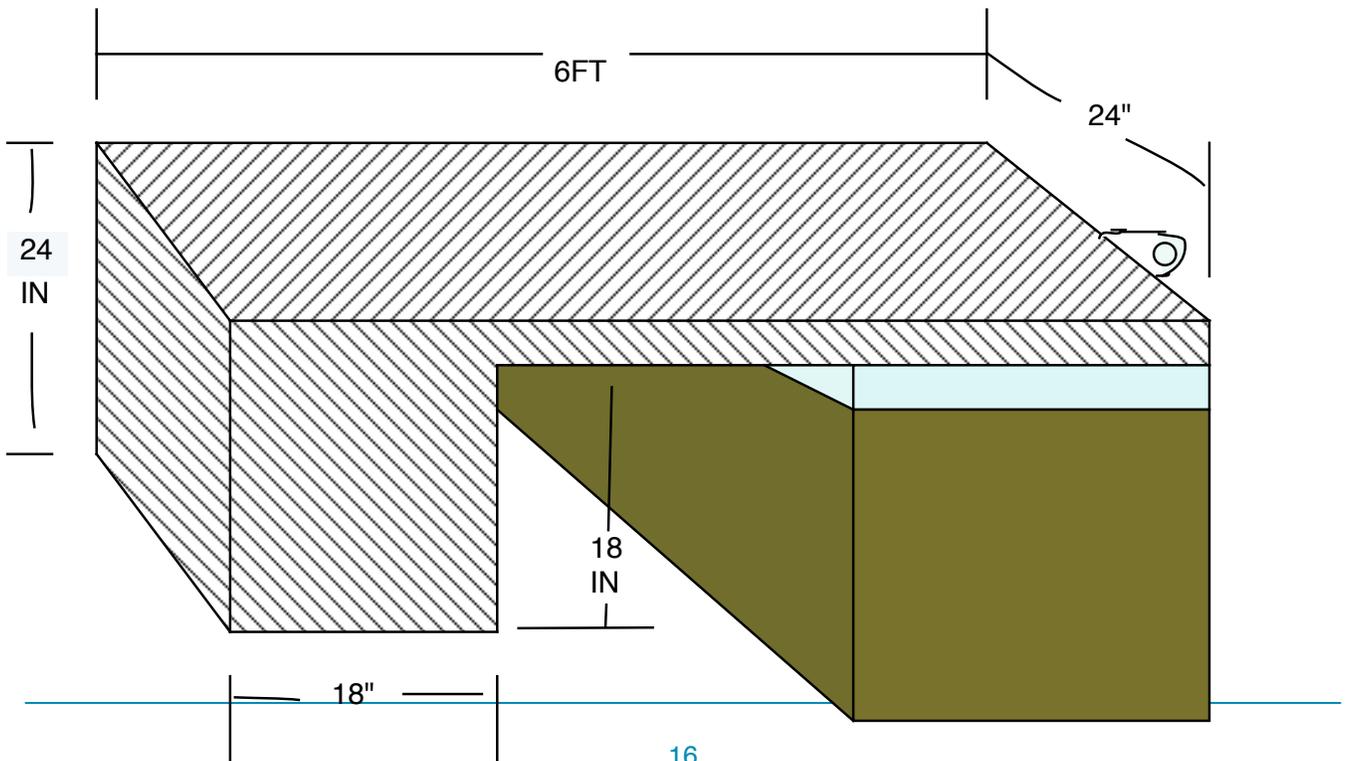
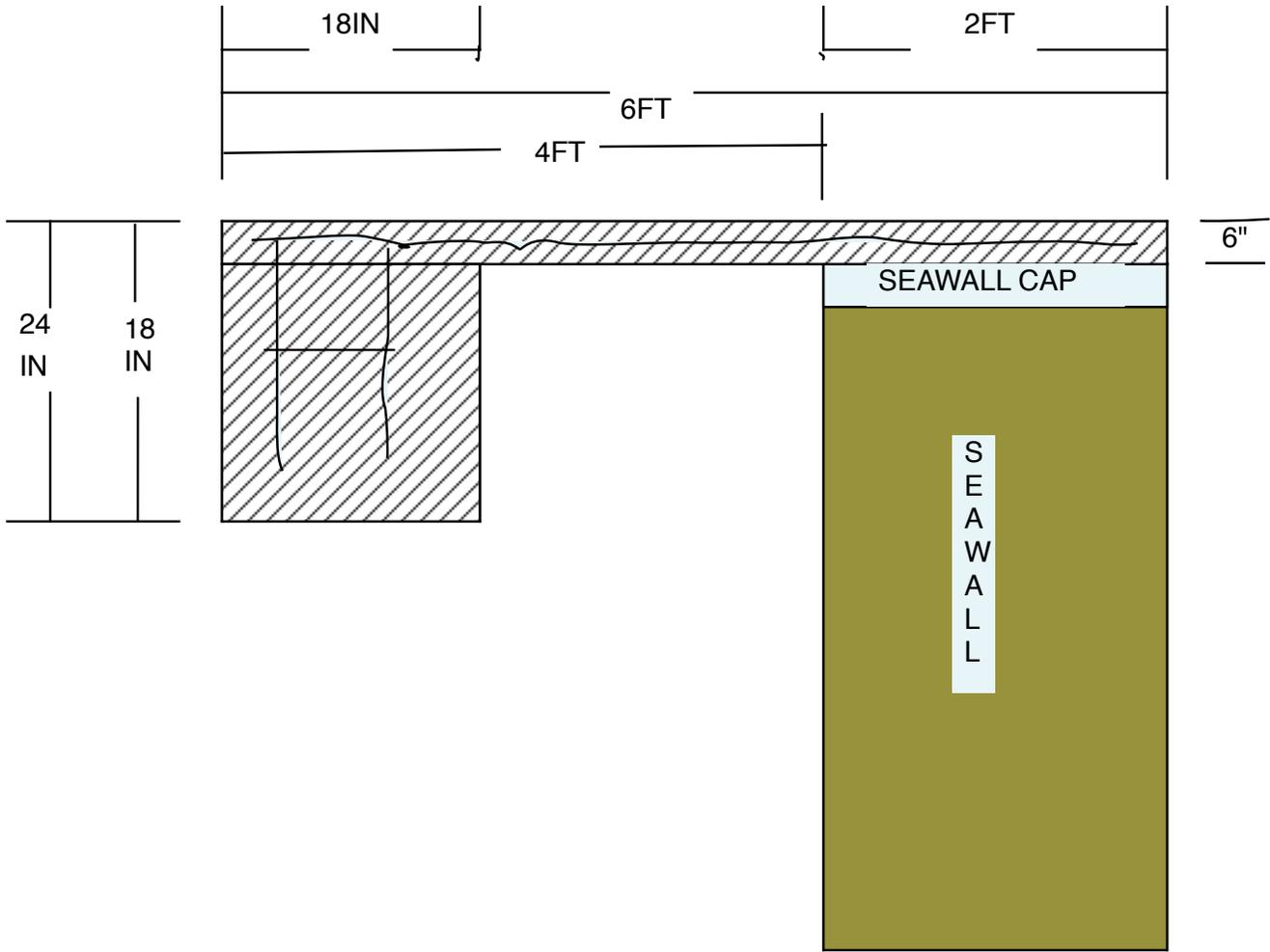
TYPICAL DEAD MEN FOR OFFSET ARMS OF FLOATING DOCKS



DEADMEN TO BE PLACED INSIDE OF BOTH OF THE EXTENDED PROPERTY LINES OF THE UNIT. PLACEMENT OF DEADMEN IS UP TO THE OWNER/CONTRACTOR TO FIT THE PARAMETERS OF THE DOCK TO BE ATTACHED WITHIN THE ALLOWED AREA.

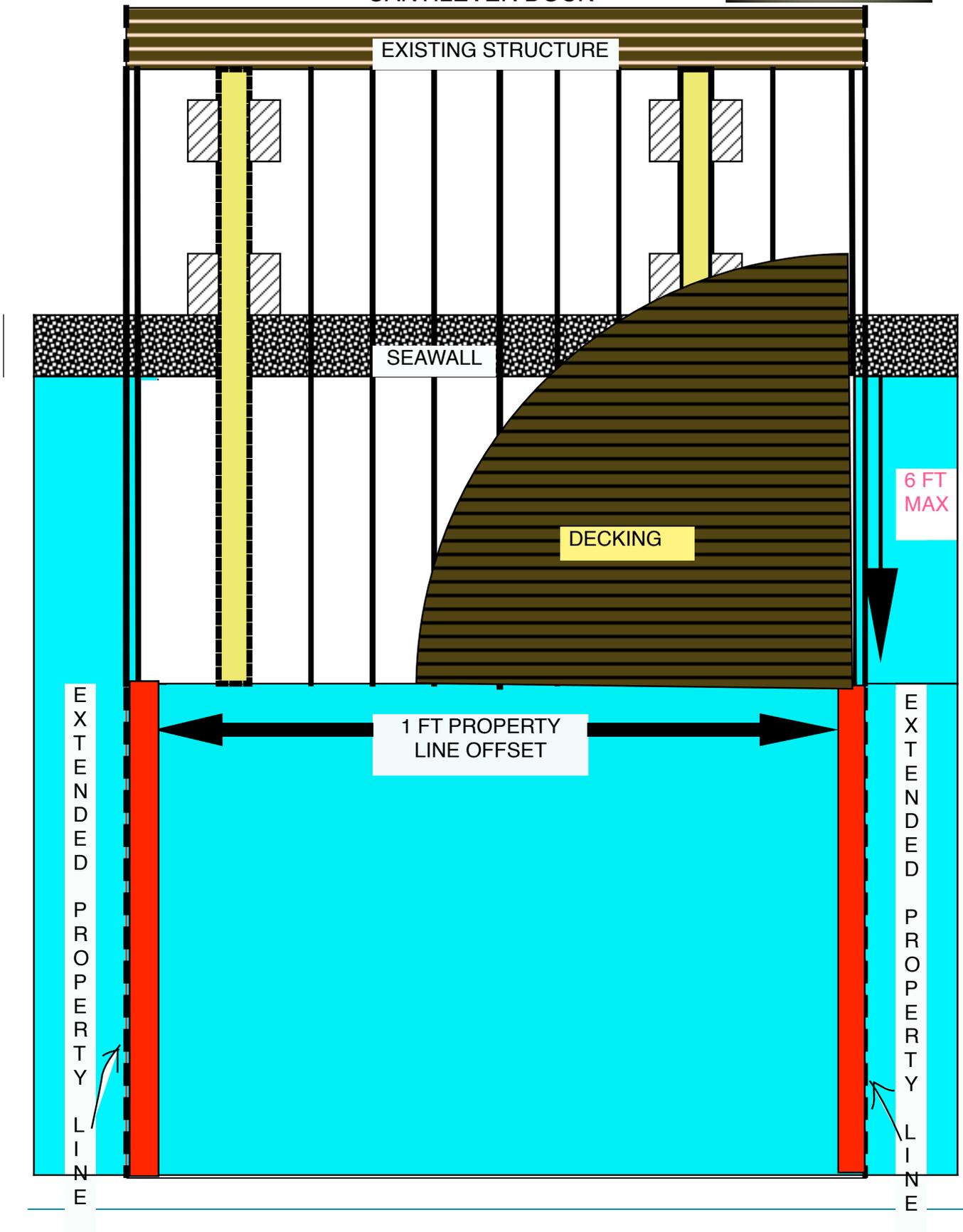
ELEVATION OF DEADMEN FOR OFFSET ARMS

EXAMPLE 8



WATERFRONT UNIT
CANTILEVER DOCK

EXAMPLE 9



WATERFRONT UNIT DOCK LEASE

ALL WATERFRONT UNITS HAVING A DOCK ARE REQUIRED TO SIGN A TWENTY (20) YEAR LEASE IN ORDER TO UTILIZE THE DOCK SPACE FOR THEIR UNIT. THIS LEASE MUST BE SIGNED AND THEN FILED WITH THE CITY AND COUNTY OF HONOLULU.

THE MOST CURRENT LEASE IS AVAILABLE FROM THE RESIDENT MANAGER. ***PLEASE BE SURE TO OBTAIN A LEASE TO BE FILLED OUT FROM THE RESIDENT MANAGER AND NOT A COPY OF THE EXAMPLE LEASE LOCATED IN THIS GUIDE.***

BE SURE TO FILL OUT THE CORRECT LEASE FOR YOUR UNIT, (THERE ARE DIFFERENT LEASES FOR **WATERFRONT** AND **NON-WATERFRONT** UNITS.)

THE COST OF THE LEASE IS TEN DOLLARS (\$10.00) FOR THE TWENTY YEAR PERIOD.

NO CONSTRUCTION OF YOUR DOCK MAY BEGIN UNTIL YOU HAVE COMPLETED THE LEASE AGREEMENT.

WATERFRONT UNIT DOCK LEASE EXAMPLE
THE MOST CURRENT LEASE WILL BE AVAILABLE FROM THE RESIDENT MANAGER.

LAND COURT SYSTEM
AFTER RECORDATION, RETURN TO:
FORMCHECKBOX

REGULAR SYSTEM
RETURN BY: MAIL FORMCHECKBOX PICKUP

EKIMOTO & MORRIS
RICHARD S. EKIMOTO, ESQ./sw
1001 BISHOP STREET, SUITE 780
HONOLULU, HAWAII 96813

Total Page(s): 9

TITLE OF DOCUMENT:

DOCK SPACE LEASE
(WATERFRONT APARTMENT)

LESSOR: ASSOCIATION OF APARTMENT OWNERS OF KOKO ISLE

LESSEE:

ADDRESS:

APARTMENT NO.:

DOCK SPACE NO.:

(Described on Sheet 1 of Condominium File Plan No. 94, as amended)

LEASE TERM: Twenty years

EXPIRATION DATE:

DOCK SPACE LEASE
(WATERFRONT APARTMENT)

LEASE AGREEMENT. Lessor hereby leases the dock space described above ("dock space") to Lessee on the terms and conditions stated in this lease. Lessee hereby accepts the lease on the stated terms and conditions.

TERM. The lease term is twenty years. The expiration date stated above shall control if there is a question about when the twenty-year term expires.

RENEWAL TERMS. This lease shall automatically renew, for successive five-year terms, unless Lessor records a notice of non-renewal at least ninety days prior to the expiration of the lease term then in effect. This lease shall expire on the expiration date then in effect if a notice of non-renewal is timely recorded at the Bureau of Conveyances.

LEASE RENT. The lease rent for the lease term, inclusive of any renewal terms, is a one-time payment to Lessor of ten dollars (\$10.00). The benefits and the obligations of the lease also add value to this transaction.

PURPOSE OF LEASE. The purpose of this lease is to resolve questions about docking issues at Koko Isle by granting the benefits of the lease to Lessee in exchange for Lessee's acceptance of the lease terms and conditions.

LEASE RUNS WITH THE APARTMENT. This lease goes together with Lessee's above-stated apartment ("apartment") if that apartment is leased or sold. This lease "touches and concerns" the apartment and the land underneath the apartment. Lessee's successor, if any, takes this lease subject to its terms and conditions.

EFFECT OF LEASEHOLD APARTMENT OWNERSHIP. If Lessee holds a leasehold interest in the apartment, then this lease ends at the same time Lessee's leasehold interest in the apartment ends, even if the term of this lease has not expired, unless Lessee's leasehold interest ends because Lessee purchases the fee interest. This

lease will not end on account of Lessee's purchase of the fee interest in the apartment.

USE OF DOCK SPACE. The dock space may be used by Lessee for boat docking purposes. The construction, maintenance, repair, use and/or removal of docks, deadmen and/or other docking facilities and/or fixtures shall be in conformity with, and subject to, the requirements of: Lessor's Declaration, By-Laws and rules; the Hawaii Kai Marina Community Association; Kamehameha Schools/Bishop Estate; and of any other relevant authority.

DESIGN, CONSTRUCTION AND MATERIAL STANDARDS. Docks, deadmen and/or other docking facilities and/or fixtures shall conform to the design, construction and material standards that Lessor's Board of Directors ("Board") shall establish from time to time.

QUALIFIED "GRANDFATHER" PROVISION. This provision applies if a dock exists within the dock space at the time this lease is signed. The design, construction and material standards referenced in this lease shall not apply to an existing dock until January 1, 2006. On and after that date, any dock within the dock space shall meet the design, construction and material standards then in effect. This provision does not excuse compliance with any other lease terms or conditions.

This provision shall cease to apply to an existing dock if that dock is substantially repaired or modified, or if Lessor's Board determines in the reasonable exercise of its discretion that the dock either requires substantial repair or modification or is posing a risk of damage to the common elements. The design, construction and material standards then in effect shall apply once this provision ceases to apply.

COMMERCIAL USE PROHIBITED. Commercial use of the dock space is prohibited.

NUISANCES PROHIBITED. Nuisances of every type or nature whatsoever are prohibited in connection with the dock space and its use.

ASSIGNMENT AND SUBLETTING PROHIBITED. Any purported assignment of this lease and/or any purported sublease of this lease shall be void. This lease shall automatically terminate if Lessee purports to assign, sublease, license or in any other way convey any interest in this lease and/or in the dock space. This provision shall not apply to the event of a sale or lease of the apartment, in which event paragraph 6 shall apply.

ENFORCEMENT AND LIEN. Lessor shall be entitled to the specific performance of the terms and conditions of this lease. Lessor may obtain an injunction, damages and/or any other available remedy in connection with the enforcement of this lease. Hawaii Revised Statutes §514B-157(a), regarding attorneys' fees and costs, and §514B-146(a), regarding Lessor's lien on the apartment, shall apply to the dock space covered by this lease. Lessor shall be entitled to recover its reasonable attorneys' fees and costs in connection with enforcement of this lease and Lessor shall have a lien on the apartment with respect to such attorneys' fees and costs.

INSURANCE. Lessee shall maintain in effect at all times one or more policies of insurance to protect Lessor (including its directors, officers, members, employees and agents) from liability in connection with claims for bodily injury and property damage. All such policies shall be satisfactory to Lessor in form and substance. The coverage afforded under all such policies shall be primary and the policies shall contain a waiver of subrogation. Property damage limits shall be at least \$100,000.00. Bodily injury limits shall be at least \$500,000.00. Lessor may increase these limits no more frequently than once every five years. Lessee shall provide Lessor with a certificate of insurance showing Lessor as an insured under one or more policies with such coverages and limits as are provided for herein at least once during each policy period. Such insurance shall be obtained at Lessee's expense.

DEFENSE AND INDEMNITY. Independent of the requirement of insurance, Lessee shall defend and indemnify Lessor from and on account of any and all expense and/or liability that may arise out of, relate to or in any possible way whatsoever be connected with this lease, the dock space and/or the use thereof. This obligation shall constitute a lien on the apartment and be a personal obligation of Lessee.

DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND LIABILITY. Lessor makes no representations or warranties about the dock space. Lessee accepts full responsibility for determining, to Lessee's satisfaction, all matters concerning the dock space. Lessee agrees that Lessor is not and shall not be liable to Lessee in connection with any claim of any kind whatsoever that may arise out of, relate to or in any possible way whatsoever be connected with this lease, the dock space and/or the use thereof. This provision shall be construed as broadly in favor of Lessor as the law will allow.

ACCESS TO SEAWALL. Lessee shall permit Lessor all such access to the seawall as Lessor may reasonably require from time to time. Such access shall be provided without compensation of any kind for any reason. Lessor shall endeavor to give Lessee 48 hours advance notice when it is convenient to do so.

DAMAGE TO COMMON ELEMENTS. Lessee shall be liable to Lessor for any damage to the common elements that results from the use and/or improvement of the dock space.

IMPROVEMENTS AT LESSEE'S EXPENSE. All use and/or improvement of the dock space shall be at Lessee's

sole cost and expense. All maintenance and repair of the improvements shall be at Lessee's sole cost and expense.

ACKNOWLEDGEMENT OF LESSOR'S AUTHORITY. Lessee acknowledges that Lessor has the sole authority to lease the dock space and Lessee agrees that Lessee's entitlement to use and/or to improve the dock space derives exclusively from this lease and not from any independent source.

DOCK SPACE DESCRIBED. The dock space is described on Sheet 1 of Condominium File Plan No. 94, as amended. This space includes a length of seawall adjacent to Lessee's privacy area which length is equal to the length of Lessee's privacy area where it abuts (or comes closest to) the seawall. The determination of a majority of the Board shall control as to the extent of the dock space if there is a conflict of opinion on that point.

TERMINATION OF LEASE. This lease shall terminate upon the happening of any of the following events:

expiration of the initial lease term, if Lessor timely records a notice of non-renewal;

expiration of any renewal term, if Lessor timely records a notice of non-renewal;

expiration or other termination of Lessee's leasehold interest in the apartment, if any, except on account of Lessee's purchase of the fee interest in the apartment;

Lessee's attempted assignment, sublease, license and/or other conveyance of any interest in this lease and/or in the dock space; or

the Board's determination that Lessee has substantially breached this lease. Such breaches shall include, but not be limited to, substantial breaches of Lessor's Declaration, By-Laws and/or rules, as amended. No such determination shall be made until after Lessee has been given notice and a reasonable opportunity to be heard.

OWNERSHIP OF IMPROVEMENTS. Lessee shall own the dock space improvements. Dock space improvements that are not removed by Lessee at Lessee's expense within 120 days after termination of this lease shall be considered abandoned. The Board shall have the right, but not the duty, to dispose of such abandoned improvements in any commercially reasonable way at Lessee's expense.

EMERGENCY AUTHORITY. Lessor shall have the right, but not the duty, to take such actions as it determines to be appropriate in an emergency, to protect the common elements, without liability to Lessee.

VENUE. Venue for any action arising hereunder shall be in the Circuit Court of the First Circuit, State of Hawaii. This lease shall be interpreted according to the substantive and procedural law of the State of Hawaii.

SEVERABILITY. If any provision of this lease is held to be void or unenforceable, the remaining provisions shall be valid and enforceable and they shall be construed to effectuate the purpose of this lease.

COMPLETE AGREEMENT. This lease contains the complete agreement of the parties. There are no terms of agreement that are not expressed herein in writing. Each party shall be considered the drafter of this lease.

ACCEPTANCE OF LEASE. Each person signing as Lessee accepts this lease and is individually and jointly responsible to perform all of the requirements in it and for all liability that may be connected with it. Lessee represents and warrants that all owners of the apartment have signed this lease.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument on this day and year first above written.

LESSOR: ASSOCIATION OF APARTMENT OWNERS OF KOKO ISLE By _____ Its _____ By _____ Its _____	LESSEE: _____ Print: _____ _____ Print: _____
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

STATE OF HAWAII

)
CITY) AND) SS:
) COUNTY OF HONOLULU

On this _____ day of _____, 20____, in the First Circuit of the State of Hawaii, before me personally appeared _____, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the
of the **Association of Apartment Owners of Koko Isle** and that said person executed the foregoing instrument identified or described as "Dock Space Lease (Non-Waterfront Apartment)" as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated _____ and contained 9 pages at the time of this acknowledgment/certification.

Print Name:
Notary Public, State of Hawaii

My commission expires:

STATE OF HAWAII

)
CITY) AND) SS:
) COUNTY OF HONOLULU

On this _____ day of _____, 20____, in the First Circuit of the State of Hawaii, before me personally appeared _____, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the
of the **Association of Apartment Owners of Koko Isle** and that said person executed the foregoing instrument identified or described as "Dock Space Lease (Non-Waterfront Apartment)" as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated _____ and contained 9 pages at the time of this acknowledgment/certification.

Print Name:
Notary Public, State of Hawaii

My commission expires:

STATE OF HAWAII

)
CITY) AND) SS:
) COUNTY OF HONOLULU

On this _____ day of _____, 20____, in the First Circuit of the State of Hawaii, before me personally appeared _____, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person executed the foregoing

instrument identified or described as "Dock Space Lease (Non-Waterfront Apartment)" as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated _____ and contained 9 pages at the time of this acknowledgment/certification.

Print Name:
Notary Public, State of Hawaii

My commission expires:

STATE OF HAWAII

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

On this _____ day of _____, 20____, in the First Circuit of the State of Hawaii, before me personally appeared _____, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as "Dock Space Lease (Non-Waterfront Apartment)" as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated _____ and contained 9 pages at the time of this acknowledgment/certification.

Print Name:
Notary Public, State of Hawaii

My commission expires:

SECTION 2

NON-WATERFRONT UNIT DOCKS

NON-WATERFRONT UNIT DOCKS

DOCK LEASE:

ALL NON-WATERFRONT UNITS ARE REQUIRED TO FILL OUT A DOCK LEASE BEFORE UTILIZING THEIR DOCK SPACE FOR A DOCK. THESE LEASES RUN FOR TWENTY (20) YEARS AND GIVE THE OWNER OF THE UNIT THE RIGHT TO UTILIZE THAT SPACE IN THE LIMITED COMMON AREA. YOU WILL **NOT** RETAIN OWNERSHIP OF ALL IMPROVEMENTS TO YOUR SPACE BUT WILL BE ABLE TO TRANSFER THE IMPROVEMENTS AND THE LEASE UPON SELLING YOUR UNIT. READ CAREFULLY AND CONSULT LEGAL ADVICE IF NEEDED. **SEE DOCK LEASE EXAMPLE.**

DOCK SPACES:

ALL NON-WATERFRONT UNITS MAY LEASE A DOCK SPACE THAT IS DEFINED IN THE DECLARATIONS. THEY HAVE BEEN NUMBERED AND ARE ANNOTATED ON THE PLOT PLAN OF THE ASSOCIATION IN THAT DOCUMENT. **SEE EXAMPLE 1.**

THERE ARE TWO AREAS FOR NON-WATERFRONT UNIT DOCKS. NON-WATERFRONT DOCK SPACES **10-23**, SEE **EXAMPLE 1-1**, AND NON-WATERFRONT UNIT SPACES **30-41**, **SEE EXAMPLE 1-2.**

THE "DOCK SPACE" FOR NON-WATERFRONT RUNS FROM THE EXTENDED DOCK SPACE LINES OF THE LEASED SPACE OUT INTO THE MARINA FOR A DISTANCE OF THIRTY (30) FEET. THERE IS ALSO A **EASEMENT OF ONE(1) FOOT** ON THE INSIDE OF THE EXTENDED DOCK SPACE LINE THAT YOU CANNOT HAVE A DOCK NOR BOAT,, NOR COMBINATION OF EITHER THAT WILL ALLOWED IN THIS AREA. **SEE EXAMPLE 2.**

DOCKS AND THEIR INTENDED **BOATS NEED TO FIT WHOLEY WITHIN THE DEFINED DOCK SPACE WITH THE BOAT DOCKED ALONG SIDE OF THE DOCK.** THIS WILL INCLUDE DRIVE-ON DOCKS AS WELL. ENOUGH SPACE MUST BE ALLOWED TO HAVE THE INTENDED BOAT DOCKED ALONG THE DOCK IN THE ALLOWED SPACE. **SEE EXAMPLE 3.**

TYPES OF DOCKS ALLOWED:

THERE ARE CURRENTLY 3 TYPES OF DOCKS THAT THE BOARD HAS DETERMINED TO BE APPROVED:

STANDARD FLOATING DOCK PARALLEL TO SEAWALL. *SEE EXAMPLE 3, FIG.1*

STANDARD FLOATING DOCK PERPENDICULAR TO SEAWALL. *SEE EXAMPLE 3, FIG.3*

FLOATING DRIVE-ON DOCK. *SEE EXAMPLE 3, FIG.2*

DOCK RESTRICTIONS ON PLACEMENT:

THERE ARE A FEW **DIMENSIONS** YOU NEED TO TAKE INTO CONSIDERATION FOR YOUR DOCK INSTALLATION:

THE FLOATING DOCK MUST BE A MINIMUM OF FOUR (4) FEET FROM THE SEAWALL. *SEE EXAMPLE 4*

THE **GANGWAY AND DOCK MAY NOT ENCROACH INTO THE ONE (1) FOOT EASEMENT FROM THE EXTENDED DOCK SPACE LINE.** *SEE EXMPLE 2.*
ALL GANGWAYS TO HAVE RAILINGS. SEE EXMPLE 2.

ATTACHMENT OF DOCKS

FLOATING DOCKS ARE ATTACHED BY A SERIES OF OFF-SET ARMS ATTACHED TO YOUR DOCK AND TO DEADMEN LOCATED BEHIND THE SEAWALL WITH AN ATTACHING PLATE IMBEDDED IN THE CONCRETE. *SEE EXAMPLE 5.* THE DEADMEN ARE TO BE PLACED WITHIN THE BOUNDARY LINES OF THE LEASED DOCK SPACE WITH THE CAP PORTION RESTING BUT NOT ATTACHED TO THE SEAWALL. DIMENSIONS OF THE DEADMEN IS SHOWN IN *EXAMPLE 6.*

THE LOCATION OF THE DEADMEN WILL DEPEND ON YOUR DOCK PLACEMENT AND IT'S ATTACHMENT REQUIREMENTS. YOUR PLANS SHOULD SHOW THE LOCATION OF THESE DEADMEN.

DIAGRAMS/PLANS SHOWING THE DEAD MEN SHOULD BE SHOWN ON YOUR PLANS.

HOW TO PROCEED WITH YOUR PLANS

ONCE YOU HAVE YOUR PLANS FOR YOUR DOCK AND YOU ARE READY TO MOVE FORWARD HERE IS WHAT YOU WILL NEED TO DO:

1. FILL OUT A **PROJECT REQUEST FORM (PRF)** WITH THE RESIDENT MANAGER. YOU WILL NEED TO PROVIDE A DESCRIPTION OF THE WORK TO BE DONE AND PROVIDE PLANS AND DRAWINGS SUFFICIENT FOR THE BOARD TO SEE HOW YOU AND YOUR CONTRACTOR WILL ACCOMPLISH THE INSTALLATION. THE MEASUREMENT LIMITATIONS DISCUSSED ABOVE, OFFSETS, AND DOCK SPACE AREAS NEED TO BE ANNOTATED ON THE DRAWINGS ALONG WITH FOOTINGS AND DEADMEN PLACEMENT. THE RESIDENT MANAGER MAY BE ABLE TO SHOW YOU OTHER EXAMPLES OF THE TYPE OF PLANS SUBMITTED FOR APPROVAL.

2. THE PRF WILL BE CONSIDERED BY THE **BUILDING AND GROUNDS COMMITTEE** FOR COMPLETENESS AND COMPLIANCE WITH DIMENSIONS AND USE OF THE DOCK SPACE. ONCE APPROVED BY THE COMMITTEE, THEY WILL FORWARD YOUR PRF TO THE FULL BOARD FOR APPROVAL.

3. ONCE THE **FULL BOARD** HAS APPROVED YOUR PRF, THE RESIDENT MANAGER WILL ISSUE YOU AN **APPROVAL LETTER** FOR THE PROJECT. YOU WILL THEN NEED TO TAKE CARE OF A FEW **ITEMS BEFORE WORK CAN BEGIN**.

I. YOU WILL NEED TO **SIGN A LEASE** FOR YOUR WATERFRONT UNIT. THIS LEASE NEEDS TO **NOTARIZED AND FILED** WITH THE CITY AND COUNTY OF HONOLULU BEFORE WORK CAN BEGIN. WHEN FILING WITH THE CITY, YOU WILL NEED THE **ORIGINAL** SIGNED AND NOTARIZED LEASE ALONG WITH THE **TAX CALCULATIONS FORM** FOR THE 20 YEAR LEASE. THERE WILL BE A MINIMUM PAYMENT TO THE CITY OF ONE (1) DOLLAR FOR THE TAX ON THIS 20 YEAR LEASE. THE TAX FORM EXAMPLE IS LOCATED IN THE MANAGERS OFFICE TO AID YOU IN FILING YOUR LEASE. THE CITY AND COUNTY OF HONOLULU WILL RETURN THE LEASE TO THE ASSOCIATION. I RECOMMEND THAT YOU PAY THEM FOR A COPY AT FILING TIME FOR YOUR OWN RECORDS.

II. YOU WILL ALSO NEED TO TAKE **YOUR PLANS** AND KOKO ISLE **APPROVAL LETTER** TO THE **HAWAII KAI MARINA ASSOCIATION** FOR APPROVAL. THEY WILL ALSO NEED TO SEE **PROOF OF YOUR INSURANCE** BEFORE YOU RECEIVE THEIR APPROVAL LETTER. THEY WILL NOT NEED A COPY OF THE LEASE.

III. YOU ALSO NEED TO **PROVIDE THE ASSOCIATION WITH THE REQUIRED PROOF OF INSURANCE** REQUIRED BY THE ASSOCIATION AND THE HAWAII KAI MARINA ASSOCIATION.

4. ONCE YOUR WORK BEGINS, IT IS ALWAYS A GOOD IDEA TO LET THE RESIDENT MANAGER KNOW THAT WORK IS BEGINNING. IT IS ALWAYS A GOOD IDEA TO INSURE YOU AND YOUR CONTRACTOR KNOW OF THE **TIMES WORK CAN BE ACCOMPLISHED. SEE HOUSE RULES: PAGE 24, QUIET ENJOYMENT, 4.**

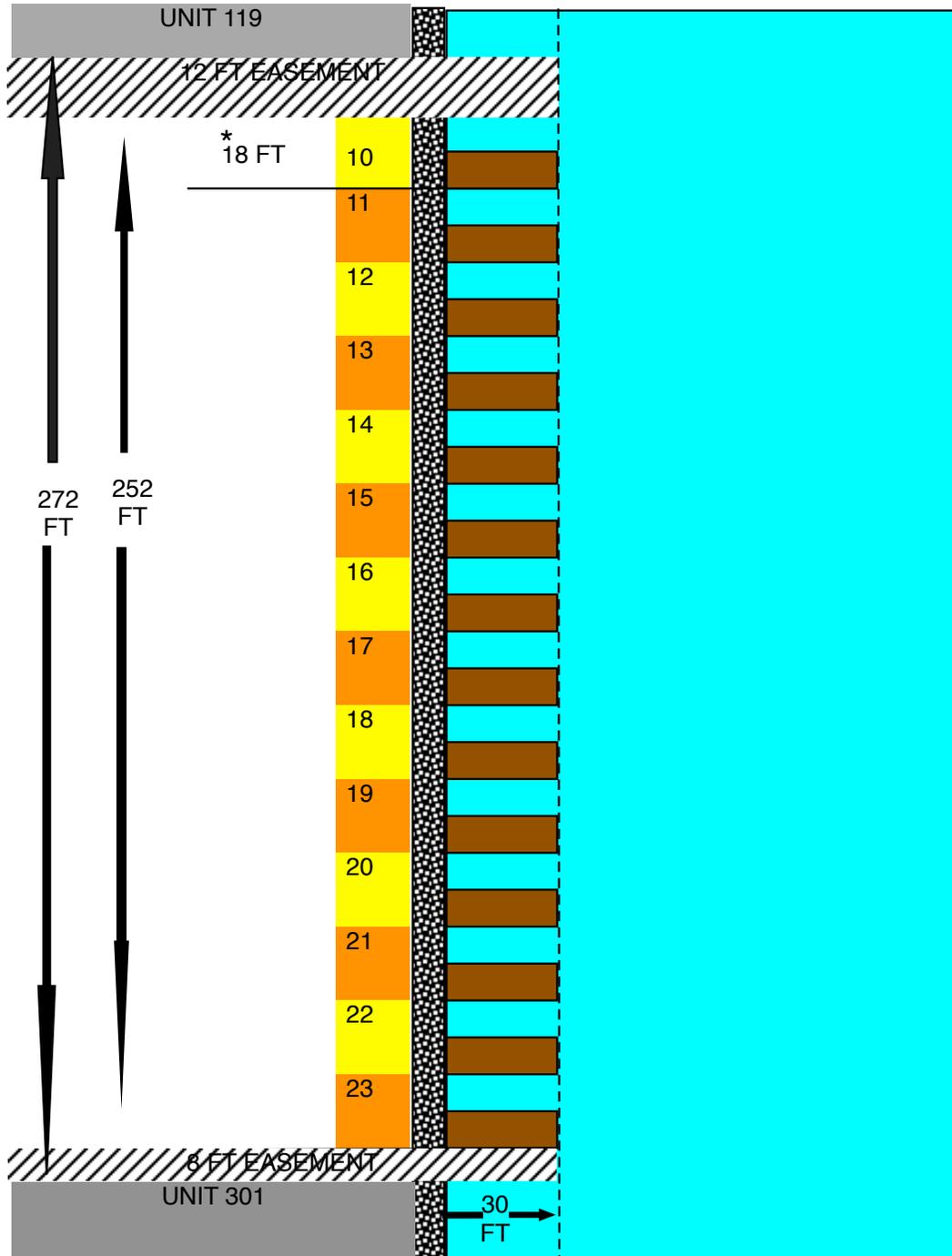
IF YOU HAVE ANY **QUESTIONS REGARDING THE PROCESS** PLEASE SEE THE RESIDENT MANAGER OR ONE OF THE MEMBERS OF THE BUILDING AND GROUNDS COMMITTEE.

EXAMPLE 1



EXAMPLE 1-1

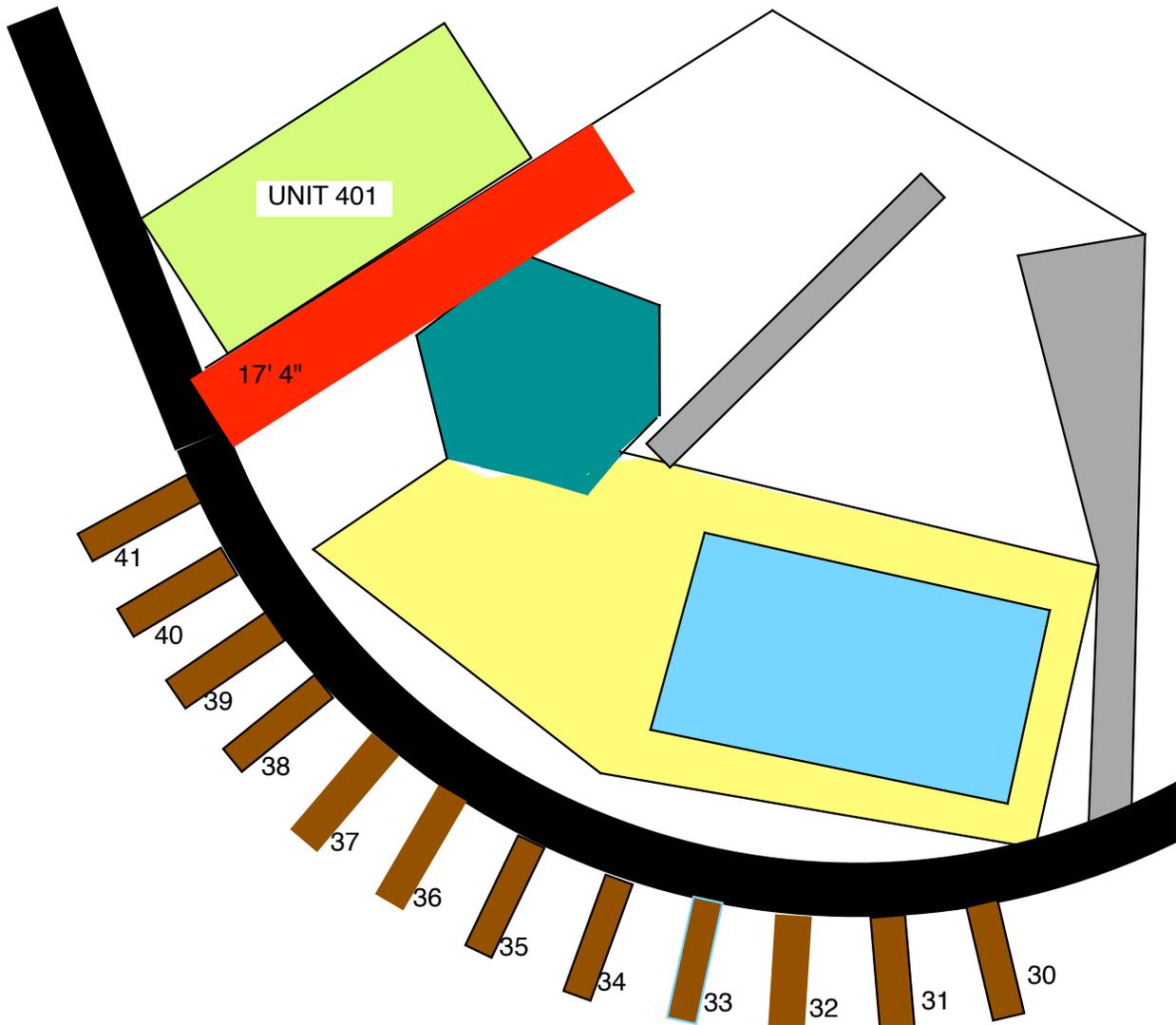
NON-WATERFRONT SPACES 10-23



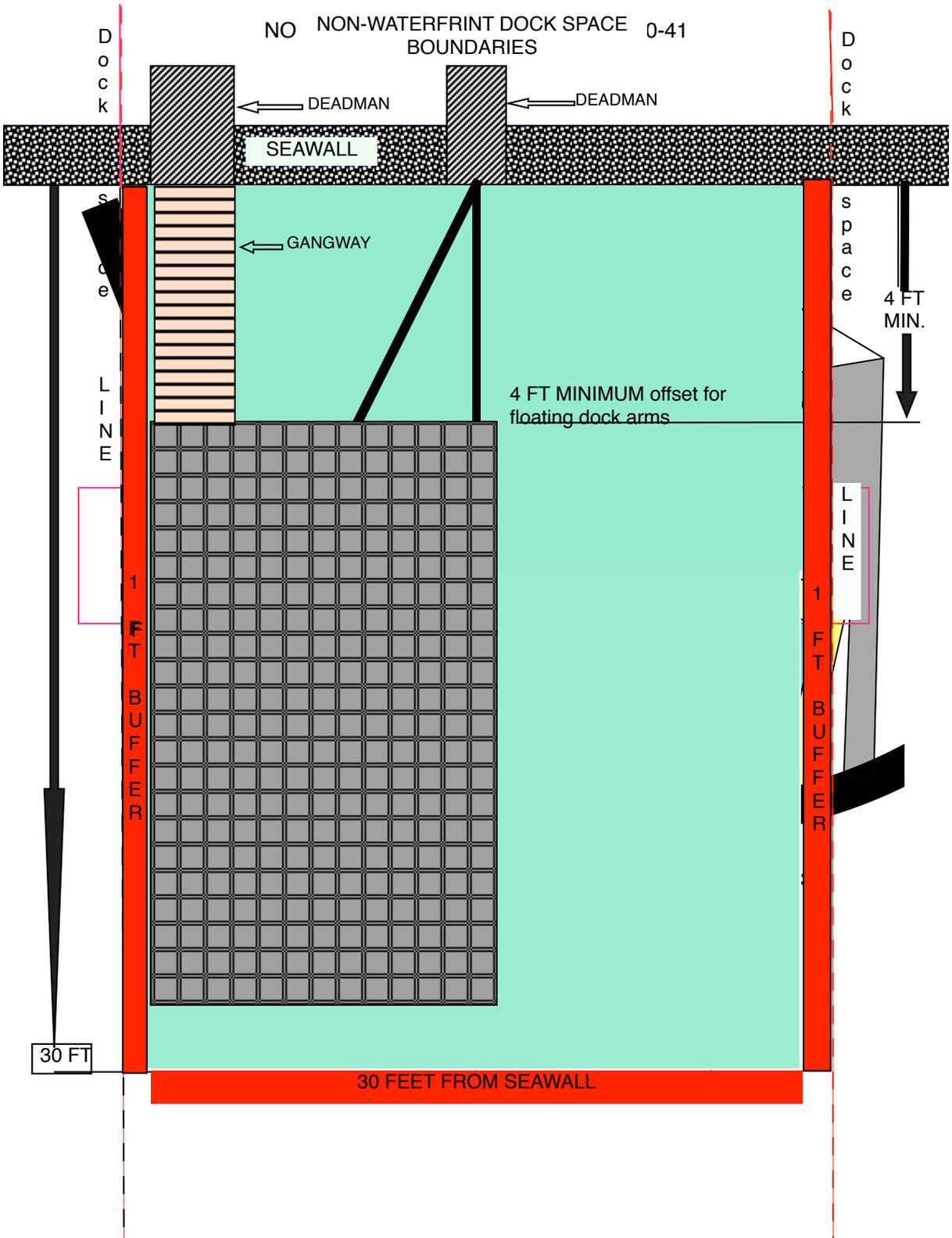
* EACH DOCK SPACE IS 18 FT WIDE

EXAMPLE 1-2

NON-WATERFRONT DOCK SPACES 30-41

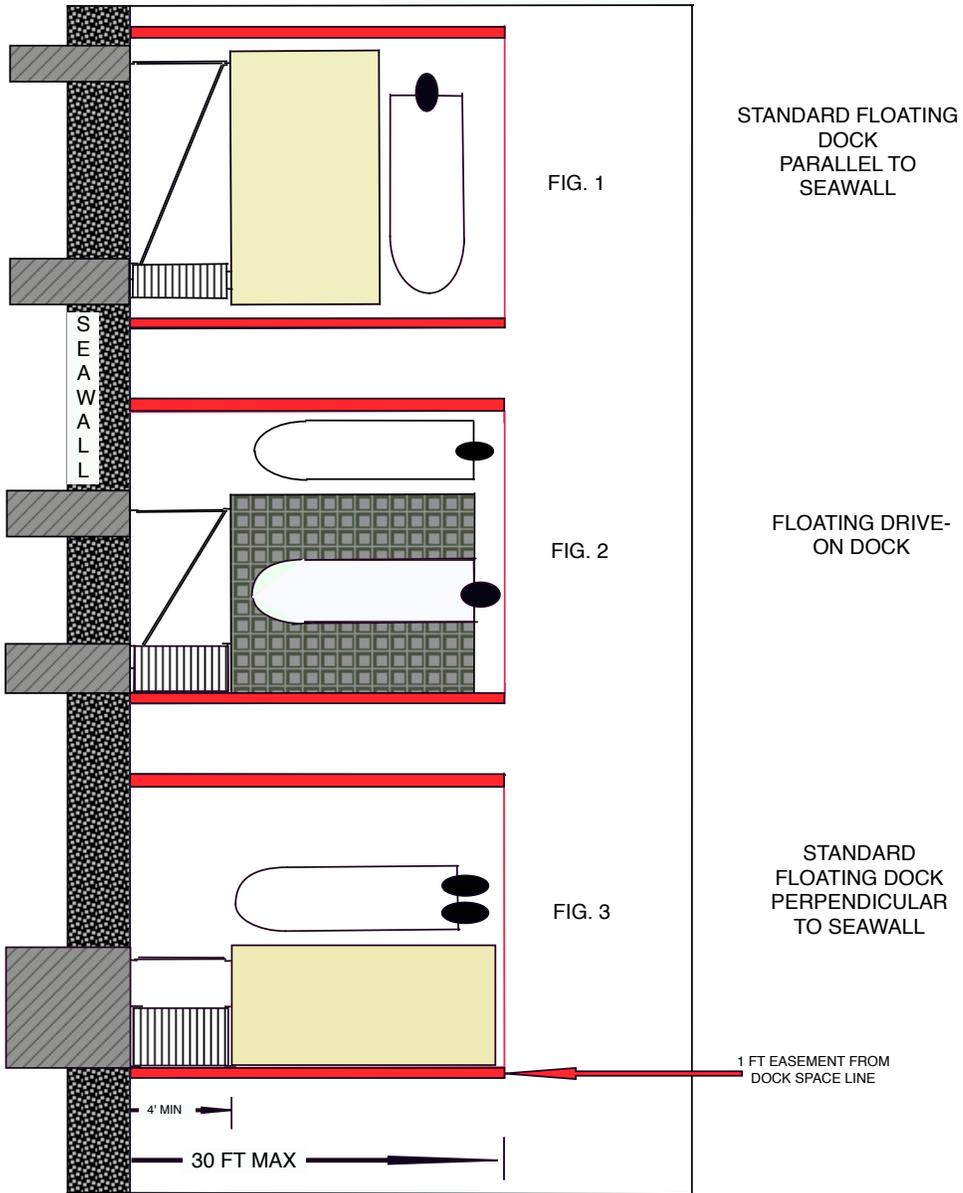


EXAMPLE 2



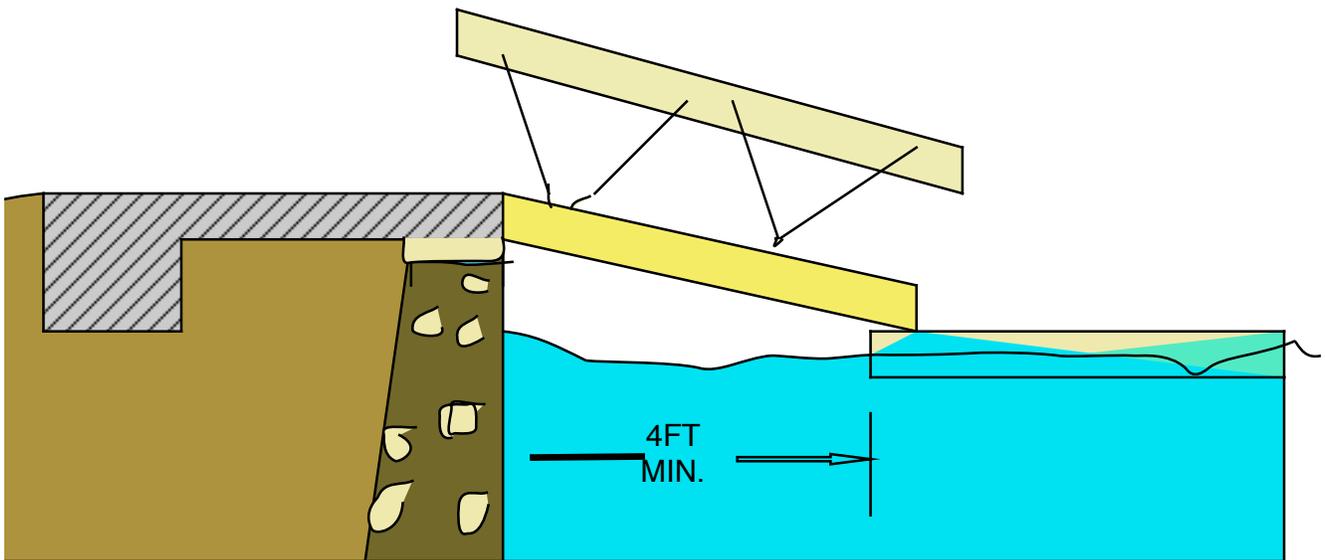
EXAMPLE 3

NON-WATERFRONT UNIT DOCK TYPE EXAMPLES



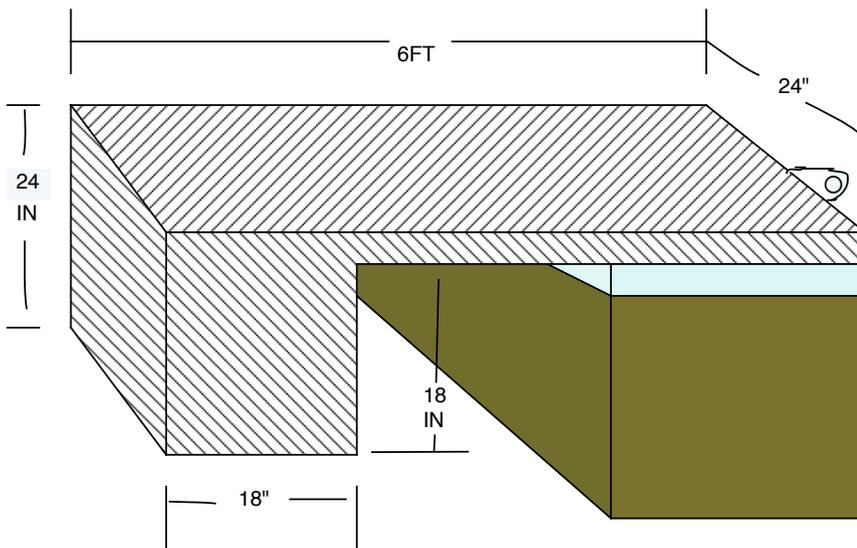
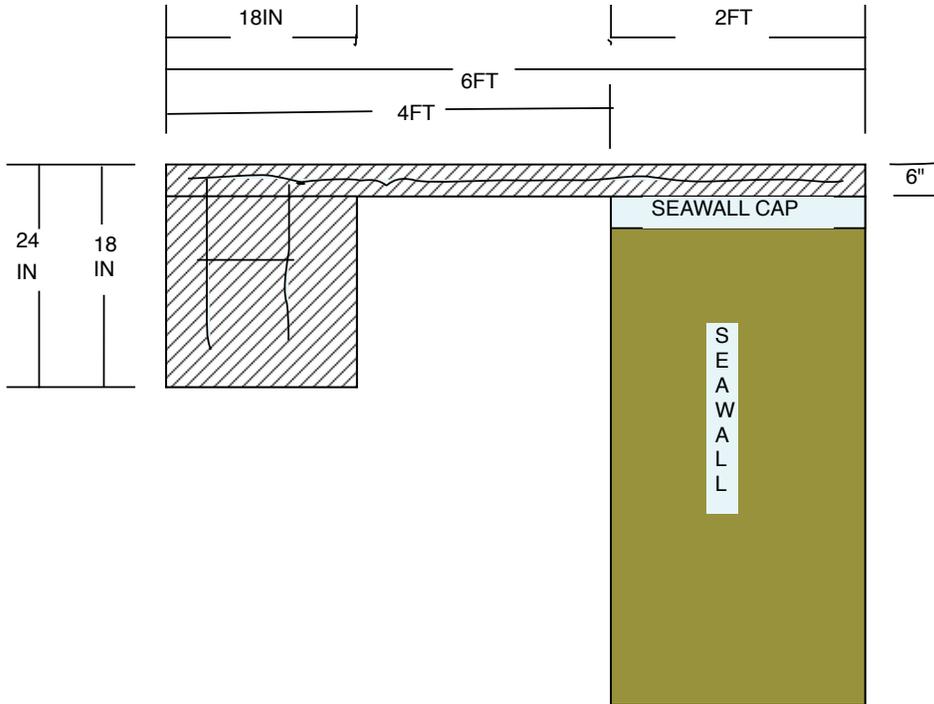
FLOATING DOCK PROFILE

EXAMPLE 4



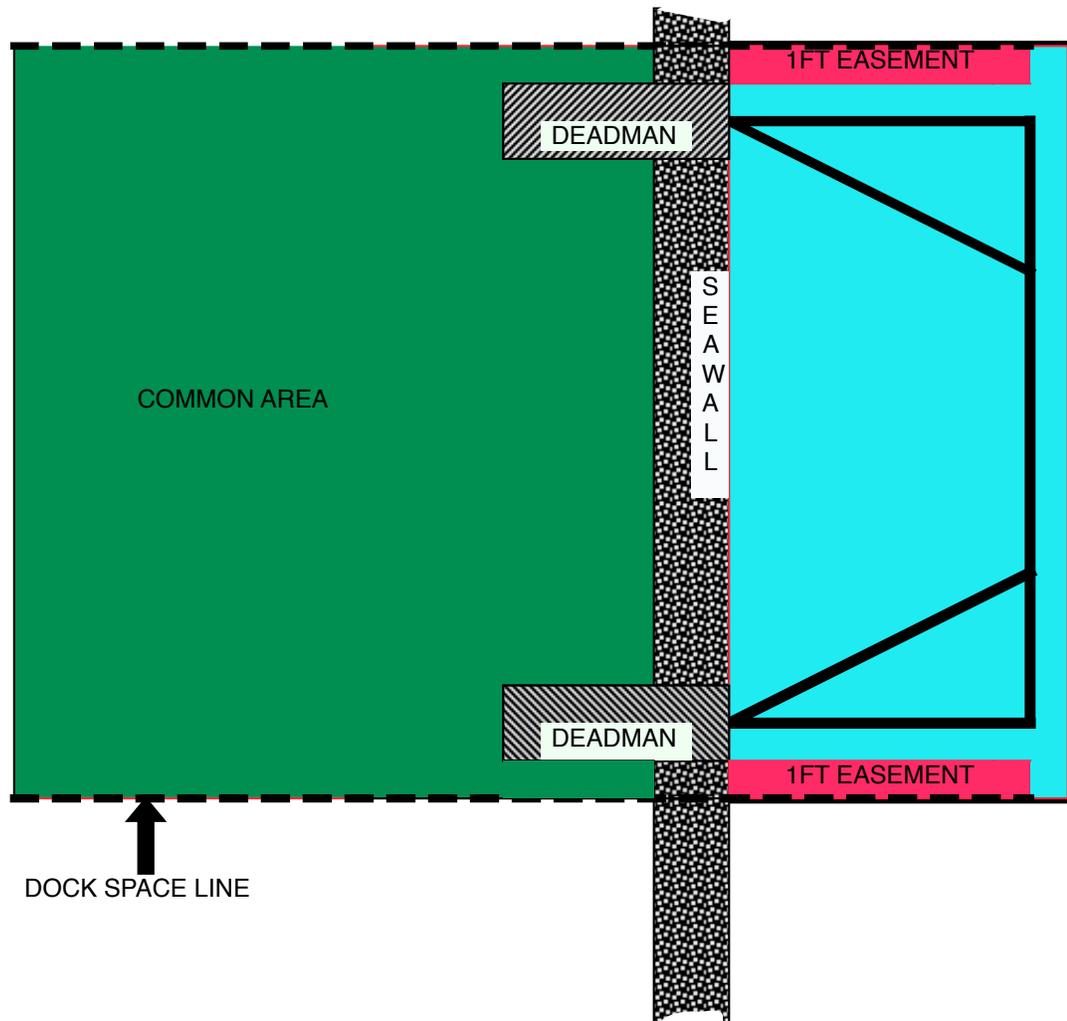
ELEVATION OF DEADMEN FOR OFFSET ARMS

EXAMPLE 5



EXAMPLE 6

TYPICAL DEAD MEN FOR OFFSET ARMS OF **NON-WATERFRONT** FLOATING DOCKS



DEADMEN TO BE PLACED INSIDE OF BOTH OF THE EXTENDED DOCK SPACE LINES OF THE NUMBERED DOCK SPACE. PLACEMENT OF DEADMEN IS UP TO THE OWNER/ CONTRACTOR TO FIT THE PARAMETERS OF THE DOCK TO BE ATTACHED WITHIN THE ALLOWED AREA.

NON-WATERFRONT UNIT LEASE

PLEASE INSURE YOU HAVE THE **CORRECT LEASE** FOR YOUR NON-WATERFRONT UNIT. THE MOST UP TO DATE LEASE IF AVAILABLE FROM THE RESIDENT MANAGER.

YOU NEED TO UNDERSTAND THE LEASE AND ITS PROVISIONS. THE **DOCK SPACE IMPROVEMENTS ARE PART OF THE COMMON AREA AND BELONG TO THE ASSOCIATION.**

THE **LEASE IS TRANSFERABLE WITH THE SALE OF YOUR UNIT.** THE TRANSFER SHOULD BE ACCOMPLISHED THROUGH THE CLOSING PROCESS THROUGH YOUR CLOSING AGENT.

CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS ABOUT THE LEASE.

<p>LAND COURT SYSTEM</p>	<p>REGULAR SYSTEM</p>
--------------------------	-----------------------

AFTER RECORDATION, RETURN TO:
FORMCHECKBOX

RETURN BY: MAIL FORMCHECKBOX PICKUP

EKIMOTO & MORRIS
RICHARD S. EKIMOTO, ESQ./sw
1001 BISHOP STREET, SUITE 780
HONOLULU, HAWAII 96813

Total Page(s): 10

TITLE OF DOCUMENT:

DOCK SPACE LEASE
(NON-WATERFRONT APARTMENT)

LESSOR: ASSOCIATION OF APARTMENT OWNERS OF KOKO ISLE

LESSEE:

ADDRESS:

APARTMENT NO.:

DOCK SPACE NO.:

(Described on Sheet 1 of Condominium File Plan No. 94, as amended)

LEASE TERM: Twenty years

EXPIRATION DATE:

STIPULATED VALUE
OF IMPROVEMENTS: \$

DOCK SPACE LEASE
(NON-WATERFRONT APARTMENT)

LEASE AGREEMENT. Lessor hereby leases the dock space described above ("dock space") to Lessee on the terms and conditions stated in this lease. Lessee hereby accepts the lease on the stated terms and conditions.

TERM. The lease term is twenty years. The expiration date stated above shall control if there is a question about when the twenty-year term expires.

RENEWAL TERMS. This lease shall automatically renew, for successive five-year terms, unless Lessor records a notice of non-renewal at least ninety days prior to the expiration of the lease term then in effect. This lease shall expire on the expiration date then in effect if a notice of non-renewal is timely recorded at the Bureau of

Conveyances.

LEASE RENT. The lease rent for the lease term, inclusive of any renewal terms, is a one-time payment to Lessor of ten dollars (\$10.00). The benefits and the obligations of the lease also add value to this transaction.

PURPOSE OF LEASE. The purpose of this lease is to resolve questions about docking issues at Koko Isle by granting the benefits of the lease to Lessee in exchange for Lessee's acceptance of the lease terms and conditions.

LEASE RUNS WITH THE APARTMENT. This lease goes together with Lessee's above-stated apartment ("apartment") if that apartment is leased or sold. This lease "touches and concerns" the apartment and the land underneath the apartment. Lessee's successor, if any, takes this lease subject to its terms and conditions.

EFFECT OF LEASEHOLD APARTMENT OWNERSHIP. If Lessee holds a leasehold interest in the apartment, then this lease ends at the same time Lessee's leasehold interest in the apartment ends, even if the term of this lease has not expired, unless Lessee's leasehold interest ends because Lessee purchases the fee interest. This lease will not end on account of Lessee's purchase of the fee interest in the apartment.

USE OF DOCK SPACE. The dock space may be used by Lessee for boat docking purposes. The construction, maintenance, repair, use and/or removal of docks, deadmen and/or other docking facilities and/or fixtures shall be in conformity with, and subject to, the requirements of: Lessor's Declaration, By-Laws and rules; the Hawaii Kai Marina Community Association; Kamehameha Schools/Bishop Estate; and of any other relevant authority.

DESIGN, CONSTRUCTION AND MATERIAL STANDARDS. Docks, deadmen and/or other docking facilities and/or fixtures shall conform to the design, construction and material standards that Lessor's Board of Directors ("Board") shall establish from time to time.

EARLY TERMINATION. Notwithstanding any other provision of this lease, this lease shall terminate 120 days after Lessor gives notice to Lessee that the owner of another non-waterfront apartment has requested a dock space, provided that:

this lease shall have been in effect at least 10 years at the time such notice is given;

no other non-waterfront apartment dock space lease shall have been in effect longer than this lease;

all non-waterfront apartment dock spaces shown on Condominium File Plan No. 94, as amended, have been improved with docks;

all such non-waterfront apartment docks are leased to non-waterfront apartment owners; and

the owner has tendered the remaining amortized value of the dock space to Lessor, for transfer to Lessee upon Lessee's surrender of the dock space.

This remaining amortized value ("RAV") of the dock space shall be determined by taking the stipulated value of improvements ("SVI") stated above and dividing that dollar amount by 20 (the number of years in the initial lease term) and then multiplying that resulting amount by the number of years ("Y") remaining on the initial lease term ($RAV = [SVI \div 20] \times Y$).

The 120-day surrender period shall begin the day after written notice to Lessee is deposited in the U.S. Mail. Lessor may choose either first-class or certified mail service. Lessee shall be eligible to apply for another dock space, on a first-come, first-served basis, at any time following 180 days after Lessee surrenders the dock space which is the subject of this lease.

COMMERCIAL USE PROHIBITED. Commercial use of the dock space is prohibited.

NUISANCES PROHIBITED. Nuisances of every type or nature whatsoever are prohibited in connection with the dock space and its use.

ASSIGNMENT AND SUBLETTING PROHIBITED. Any purported assignment of this lease and/or any purported sublease of this lease shall be void. This lease shall automatically terminate if Lessee purports to assign, sublease, license or in any other way convey any interest in this lease and/or in the dock space. This provision shall not apply to the event of a sale or lease of the apartment, in which event paragraph 6 shall apply.

ENFORCEMENT AND LIEN. Lessor shall be entitled to the specific performance of the terms and conditions of this lease. Lessor may obtain an injunction, damages and/or any other available remedy in connection with the enforcement of this lease. Hawaii Revised Statutes §514B-157(a), regarding attorneys' fees and costs, and §514B-146(a), regarding Lessor's lien on the apartment, shall apply to the dock space covered by this lease. Lessor shall be entitled to recover its reasonable attorneys' fees and costs in connection with enforcement of this

lease and Lessor shall have a lien on the apartment with respect to such attorneys' fees and costs.

INSURANCE. Lessee shall maintain in effect at all times one or more policies of insurance to protect Lessor (including its directors, officers, members, employees and agents) from liability in connection with claims for bodily injury and property damage. All such policies shall be satisfactory to Lessor in form and substance. The coverage afforded under all such policies shall be primary and the policies shall contain a waiver of subrogation. Property damage limits shall be at least \$100,000.00. Bodily injury limits shall be at least \$500,000.00. Lessor may increase these limits no more frequently than once every five years. Lessee shall provide Lessor with a certificate of insurance showing Lessor as an insured under one or more policies with such coverages and limits as are provided for herein at least once during each policy period. Such insurance shall be obtained at Lessee's expense.

DEFENSE AND INDEMNITY. Independent of the requirement of insurance, Lessee shall defend and indemnify Lessor from and on account of any and all expense and/or liability that may arise out of, relate to or in any possible way whatsoever be connected with this lease, the dock space and/or the use thereof. This obligation shall constitute a lien on the apartment and be a personal obligation of Lessee.

DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND LIABILITY. Lessor makes no representations or warranties about the dock space. Lessee accepts full responsibility for determining, to Lessee's satisfaction, all matters concerning the dock space. Lessee agrees that Lessor is not and shall not be liable to Lessee in connection with any claim of any kind whatsoever that may arise out of, relate to or in any possible way whatsoever be connected with this lease, the dock space and/or the use thereof. This provision shall be construed as broadly in favor of Lessor as the law will allow.

ACCESS TO SEAWALL. Lessee shall permit Lessor all such access to the seawall as Lessor may reasonably require from time to time. Such access shall be provided without compensation of any kind for any reason. Lessor shall endeavor to give Lessee 48 hours advance notice when it is convenient to do so.

DAMAGE TO COMMON ELEMENTS. Lessee shall be liable to Lessor for any damage to the common elements that results from the use and/or improvement of the dock space. Lessee shall also be liable to Lessor for any damage to the docks, deadmen and/or other docking facilities and/or fixtures.

IMPROVEMENTS AT LESSEE'S EXPENSE. All use and/or improvement of the dock space shall be at Lessee's sole cost and expense. All maintenance and repair of the improvements shall be at Lessee's sole cost and expense.

ACKNOWLEDGEMENT OF LESSOR'S AUTHORITY. Lessee acknowledges that Lessor has the sole authority to lease the dock space and Lessee agrees that Lessee's entitlement to use and/or to improve the dock space derives exclusively from this lease and not from any independent source.

DOCK SPACE DESCRIBED. The dock space is described on Sheet 1 of Condominium File Plan No. 94, as amended. The determination of a majority of the Board shall control as to the extent of the dock space if there is a conflict of opinion on that point. It includes a non-exclusive access right over the walkway leading to the dock space.

TERMINATION OF LEASE. This lease shall terminate upon the happening of any of the following events:

expiration of the initial lease term, if Lessor timely records a notice of non-renewal;

expiration of any renewal term, if Lessor timely records a notice of non-renewal;

expiration or other termination of Lessee's leasehold interest in the apartment, if any, except on account of Lessee's purchase of the fee interest in the apartment;

Lessee's attempted assignment, sublease, license and/or other conveyance of any interest in this lease and/or in the dock space;

if the early termination provision of paragraph 10 applies; or

the Board's determination that Lessee has substantially breached this lease. Such breaches shall include, but not be limited to, substantial breaches of Lessor's Declaration, By-Laws and/or rules, as amended. No such determination shall be made until after Lessee has been given notice and a reasonable opportunity to be heard.

OWNERSHIP OF IMPROVEMENTS. Lessor shall own the dock space improvements. Lessee shall be entitled to compensation for early termination of this lease, if at all, according to the terms of paragraph 10.

EMERGENCY AUTHORITY. Lessor shall have the right, but not the duty, to take such actions as it determines to be appropriate in an emergency, to protect the common elements, without liability to Lessee.

VENUE. Venue for any action arising hereunder shall be in the Circuit Court of the First Circuit, State of Hawaii. This lease shall be interpreted according to the substantive and procedural law of the State of Hawaii.

SEVERABILITY. If any provision of this lease is held to be void or unenforceable, the remaining provisions shall be valid and enforceable and they shall be construed to effectuate the purpose of this lease.

COMPLETE AGREEMENT. This lease contains the complete agreement of the parties. There are no terms of agreement that are not expressed herein in writing. Each party shall be considered the drafter of this lease.

ACCEPTANCE OF LEASE. Each person signing as Lessee accepts this lease and is individually and jointly responsible to perform all of the requirements in it and for all liability that may be connected with it. Lessee represents and warrants that all owners of the apartment have signed this lease.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument on this day and year first above written.

LESSOR: ASSOCIATION OF APARTMENT OWNERS OF KOKO ISLE By _____ Its _____ By _____ Its _____	LESSEE: _____ Print: _____ _____ Print: _____
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STATE OF HAWAII

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

On this _____ day of _____, 20____, in the First Circuit of the State of Hawaii, before me personally appeared _____, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the _____ of the **Association of Apartment Owners of Koko Isle** and that said person executed the foregoing instrument identified or described as "Dock Space Lease (Non-Waterfront Apartment)" as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated _____ and contained 10 pages at the time of this acknowledgment/certification.

Print Name:
Notary Public, State of Hawaii

My commission expires:

STATE OF HAWAII

)
CITY) AND) SS:
) COUNTY OF HONOLULU

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CITY) AND) SS:
) COUNTY OF HONOLULU

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Print Name:
Notary Public, State of Hawaii

My commission expires:

- PAGE * MERGEFORMAT 2 -

HOUSE RULES -MARINA FACILITIES

HOUSE RULES -MARINA FACILITIES

1.The Marina Facilities are composed of the Boat Yard, the Association Community Dock/s, and Dock Spaces.

a) Boat Yard: The Boat Yard is next to the Clubhouse.

b) Association Community Dock: There is currently one community dock located in the Boat Yard that is available for docking and launching of boats by residents.

c) Dock Spaces fronting Koko Isle: There are two types of Leased Dock Spaces (See Declaration): (It is recommended lessees read and understand the differences between the two leases of the Dock Space.)

i) Waterfront Leased Dock Spaces: The area on the waterside of all waterfront 15 units, which extends thirty (30) feet out from the seawall and perpendicular to the unit property line. (See Waterfront Dock Lease and Amended File Plan 94.)

i) Non-waterfront Leased Dock Spaces: The area fronting the waterfront park and the area fronting the pool. (See Non-waterfront Dock Lease and Amended File Plan 94.)

2. General Rules of the Marina Facilities: The Marina Facilities of Koko Isle require attention to safety and the following general rules are applicable to all areas of the Marina Facilities. Further there are additional rules and regulations that are specific to the different areas of the Marina Facilities.

a) Use of any of the Marina Facilities is at the risk of the user. Every person who uses the Marina Facilities shall defend, indemnify and hold the Association harmless for and on account of any and all losses, liability, damages, expenses, attorney's fees, and/or costs of any kind or nature whatsoever, arising out of, related to or connected with such use. Every person who uses the facilities shall be liable to the Association for any and all damage to the common elements and/or other Association property.

b) All vessels / trailers shall be registered with the Resident Manager. Compliance is required with all the marina and dock rules, regulations, policies, etc. of the Federal and State Government, the Hawaii Kai Marina Community Association and the Koko Isle Association.

- c) Use of the Boat Yard, Association community dock, Association Non-waterfront Leased Dock Spaces and docks is limited to residents and their guests. Residents must be present with their guests of all ages.
- d) It is recommended that children under 12 years old and under be accompanied by an adult in all facilities. Parents and guardians are responsible for the conduct of their children while in all areas.

3. Boat Yard: General rules and regulations in 'Marina Facilities' above are also enforced beyond those specific to the Boat Yard noted below and may change from time to time.

- a) Use of the Boat Yard and the Association Docks is limited to residents and their guests. Residents must be present with their guests of all ages. The Boat Yard shall be opened and locked at the discretion of the Resident Manager.
- b) All owners/residents may receive one key to the Boat Yard upon request of the Resident Manager. The charge for a lost or unreturned key is \$50.00. All Boat Yard keys must be returned when a person is no longer a Koko Isle resident. Boat Yard keys may not be lent to any non-residents.
- c) The hoist is for resident use only and shall be used only for marine-related activities. The power to the hoist shall be turned off and the control box locked when the hoist is not in active use. No person shall use the hoist without the knowledge and ability to use it safely and properly, and at all times to be in control of the boat being hoisted. The posted, maximum lift capacity of the hoist shall not be exceeded under any circumstances. Hoist users shall supply a sling and rings for boat handling and know the boat's pick up points. All trailers shall be removed from the hoist area while the boat is in the water.
- d) The peripheral area of the Boat Yard shall not be used for any storage purposes except those deemed necessary for Association use.
- e) Commercial use of any type, operating any type of business, commercial advertisement, fishing, jumping or swimming, diving, loitering, partying, loud music, skateboarding, etc. in/from the Boat Yard are prohibited.
- f) A boat stall may be rented under policies established by the Board that may change from time to time.

- i) Residents may apply to the Resident Manager for permission to rent a boat stall. Resident must execute a Boat Yard Rental Application and Agreement. Proof of boat ownership is required by the resident. Rental fees may change from time to time and will be billed on semi-annual basis.
- ii) Each vessel/trailer in a stall shall be wholly owned by one or more Koko Isle owners/residents. Any vessel partially owned by a person and/or entity that is not a Koko Isle owner/resident will not be permitted.
- iii) Residents are limited to one boat stall per unit on a first come, first serve basis. A waiting list is to be maintained by the Resident Manager in the event no boat stall is available. Exceptions to the one-stall rule will be considered by the Resident Manager when a supply of stalls exceeds demand.
- iv) The Resident Manager, at his discretion, can reassign a space. If a stall does not contain a registered boat and/or trailer for a ninety (90) day period, the resident will have forfeited the space and the Resident Manager may reassign the space to the next person on the waiting list. Stalls are for the use of residents who are active boats users and are not designed as permanent storage for a boat. Active users of a boat/trailer will need to remove their boats from the boat yard at least twice a year, otherwise the stall will be deemed permanent storage and the space will be reassigned.
- v) Ninety (90) days or more in arrears or any non-payment of any amounts due the Association, whether or not related to the boat yard stall rental will result in forfeiture of the Boat Yard stall. In addition, forfeiture of a boat yard rental space may result after three violations and/or citations from the Resident Manager after failure to comply with the rules of the Marina Facilities.
- g) Boats and trailers stored in the boat yard must be currently licensed and registered with the state of Hawaii, the Hawaii Kai Marina Community Association and Koko Isle Association with all current decals prominently displayed. Owners will have thirty (30) days to comply or the Resident Manager may authorize removal of a boat or trailer at the owner's expense.
- h) Boats shall be stored either on an assigned rack or on a boat trailer. Trailers shall be maintained in working order, road worthy and shall be capable of immediate evacuation.

- i) More than one boat or trailer or boat rack may be stored in one stall provided they are registered and owned by the same resident and fit inside the stall lines. Boats and boat trailers must fit within the stall without the necessity of moving other boats for ingress or egress.
- j) Boats, trailers and boat racks shall present a clean, neat, uncluttered and attractive appearance and be no taller than twelve (12) feet. Boating equipment must be stored neatly and unobtrusively within the boat.
- k) Minor repairs to boats and trailers may be made in the boat yard on a temporary basis not to exceed three days unless approved by the Resident Manager. Structures, fixtures and equipment may be set-up within the boat stall in connection with maintenance or repair provided the area is cleaned and House Rule 'Quiet Enjoyment' is followed. Additionally, the set up shall not impede the ingress, egress or emergency evacuation of any boat and the set-up shall be removed immediately upon the request of the Resident Manager.
- l) Abandoned boat, trailers and/or personal equipments shall be disposed of in a manner permitted by law, at the expense of all persons responsible for the abandonment.
- m) The Resident Manager may authorize removal of a boat and/or trailer at the owner's expense for violation of the Boat Yard and/or Marine Facilities rules.

4. Association Docks: General rule and regulations in 'Marina Facilities' above are also enforced beyond those specific to the Association Docks noted below.

- a) Residents may use the Association community dock, located in the boat yard area, for no more than one hour at a time for the purpose of mooring, loading, unloading, launching, and recovery of boats. Advanced approval by the Resident Manager is needed for longer periods of time.
- b) Residents must obtain advanced written approval from the Resident Manager before allowing their guests to moor a boat or use the Community dock facilities.
- c) Commercial use of any type, operating any type of business, commercial advertisement, fishing, swimming, jumping or diving, loitering, partying, loud music, skateboarding, etc. on the Association Docks or boats moored to it are prohibited.

5. Dock Spaces Fronting Koko Isle: General rule and regulations in 'Marina Facilities' above are also enforced beyond those specific to the Dock Spaces. These rules and regulations may change from time to time.

- a) The Dock Space leases are found in the Koko Isle Declaration and their physical location is recorded in Exhibit A Condominium File Plan 94 as amended (Spaces 1-96) and may be leased from the Association for the purpose of building an approved dock in that space. There are two different types of leases (Exhibit B. Waterfront and Exhibit C. Non-waterfront). Please familiarize yourself with the distinct differences between these two types of leases and what your lease allows.
- b) A lease must be obtained and approved before any construction of dock facilities begins. It is the responsibility of all Dock Space lessees to familiarize him/herself with and abide by all applicable authorities and documents in regard to Dock Spaces fronting Koko Isle. Such documents and authorities include Koko Isle Waterfront and Non-waterfront Leases, Exhibits A., B., and C., Koko Isle Marina and Dock policy, the pre-approved dock plans and locations of docks, the Hawaii Kai Marina Community Association and any other relevant authorities. Please familiarize yourself with all relevant information. A few conditions are noted below.
 - i) All docks at Koko Isle shall conform to the standards established by the Board of Directors from time to time in respect to design, construction, placement, maintenance, repair, use and removal of docks, deadman and other facilities and fixtures at and/or appurtenant to the project.
 - ii) Pre-approved dock, deadman and gangway plans are available from the Resident Manager. Koko Isle Board of Directors must approve in writing all proposed boat dock systems before submission to the Hawaii Kai Marina Community Association. The Board reserves the right to deny any lease.
 - iii) Boats, docks, and gangways shall at all times be located within the dock space for that unit as shown on Exhibit A. Condominium File Plan 94 and as further determined by the various standards, policies and rules and regulations of Koko Isle. Boat, dock, gangway and standing arm, combined lengths shall not protrude beyond thirty (30) feet from the sea wall per HCMCA regulations. The determination of the majority of the Board shall control as to

the extent of the dock space if there is conflict of opinion on that point.

iv) All docks to be positioned so that the dock and any intended boat for that dock does not extend into the dock space of an adjoining unit or adjoining dock space or extended in front of the limited common area or the common element of the Association when the boundary line of that space is projected into the Marina.

v) All parts of a waterfront floating dock are to have a minimum clearance of one foot from the lot line for a unit when those lines are projected into the marina. Park non-waterfront docks (spaces 10-23) and Clubhouse Dock Spaces (30-41) are to have a minimum clearance of one (1) foot from the lot line of the units boarding the Park or Clubhouse areas when those lines are projected into the marina. Cantilever docks may extend to the inside of a unit's fence line. Anchoring system must meet the requirements of Koko Isle anchoring rules and regulations. All floating docks are to have a minimum clearance of four (4) feet from the seawall or attachment point.

vi) Lessee shall maintain in effect at all time insurance per information in their Dock Lease.

c) Usage of Docks

i) Docks may not be used to extend the living area of any unit.

ii) Docks are to be kept in a neat, safe, clean, sanitary and uncluttered condition. Boating equipment shall be stored neatly and unobtrusively within the boat or in an approved Association dock box.

iii) Each lessee has the responsibility to adequately supervise persons within the lessee's custody, care and/or control with the goal of preserving the safety and health of any person and ensuring the safety of any property and/or facility, dock and vessel.

iv) Swimming and/or fishing in the vicinity of the park Dock Spaces (10-23) and/or Clubhouse Dock Spaces (30-41) is prohibited.

v) Nuisances of every kind and nature whatsoever are prohibited. This includes, but is not limited to, nuisances associated with noise, odor, smoke, litter and/or behavior, as reasonably determined by the Resident

