

OFFICE OF THE  
ASSISTANT ATTORNEY GENERAL AND COURT  
CLERK  
(State of Hawaii)

The record of this document was  
recorded on

Doc 3454162  
CTN AS LISTED HEREIN  
JUL 17, 2006 01:00 PM  
DATE

---

AFTER RECORDATION, RETURN TO: By: Mail ( ) Pickup (X)

ATTENTION: JOHN A. MORRIS/alt  
EKIMOTO & MORRIS  
1132 Bishop Street, Suite 902  
Honolulu, Hawaii 96813  
Ph: 523-0702

Total Pages: 46

---

Document Title: FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF HU'ELANI

Property Description: Restates Declarations of Condominium Property Regime recorded as follows:

Doc. No. 2632591 (Hu'elani Ph. 1)	Doc. No. 3026350 (Hu'elani Ph. 13)
Doc. No. 2638930 (Hu'elani Ph. 2)	Doc. No. 3039862 (Hu'elani Ph. 14)
Doc. No. 2798635 (Hu'elani Ph. 3)	Doc. No. 3047432 (Hu'elani Ph. 15)
Doc. No. 2823149 (Hu'elani Ph. 4)	Doc. No. 3047437 (Hu'elani Ph. 16)
Doc. No. 2855637 (Hu'elani Ph. 5)	Doc. No. 3117826 (Hu'elani Ph. 17)
Doc. No. 2772003 (Hu'elani Ph. 6)	Doc. No. 3125655 (Hu'elani Ph. 18)
Doc. No. 3108463 (Hu'elani Ph. 7A)	Doc. No. 3127899 (Hu'elani Ph. 19)
Doc. No. 2719448 (Hu'elani Ph. 7B)	
Doc. No. 3024399 (Hu'elani Ph. 9)	
Doc. No. 2695977 (Hu'elani Ph. 10)	
Doc. No. 3004322 (Hu'elani Ph. 11)	
Doc. No. 3022803 (Hu'elani Ph. 12)	

Certificate of Title Nos.: See Attached Exhibits "A-1" through "A-19"

---

TMK Nos.: (1) 9-116:001 - 004; 006 - 012; 014 - 022

**FIRST RESTATEMENT OF THE  
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HU'ELANI**

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the Board of Directors of the Association of Apartment Owners of Hu'elani (the "Association") established by the Bylaws to restate the Declaration to include any amendments to them and to conform them to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on June 7, 2006, the Board of Directors resolved to restate the Declaration in accordance with Section 514A 82.2, Hawaii Revised Statutes.

NOW THEREFORE, the Declaration is hereby restated as set forth below. Each Declaration provision that has been restated has been identified in the endnotes attached hereto. Said provisions have been restated solely for the purposes of information and convenience. To the extent that there is any conflict between the restated provisions of the Declaration and the statute or statutes being implemented, the provisions of the restated Declaration shall be subordinate to said statute or statutes. This restated version of the Declaration shall supersede the original Declaration and all prior amendments thereto; provided, however, that in the event of any conflict, the restated version of the Declaration shall be subordinate to the original Declaration of the most recently established phase and all prior amendments thereto.

**RECITALS:<sup>1</sup>**

1. GENTRY HOMES, LTD., a Hawaii corporation, whose principal place of business and post office address is 560 North Nimitz Highway, Honolulu, Hawaii 96817 (the "Developer") previously recorded the following Declarations of Condominium Property Regime for HU'ELANI, PHASES 1, 2, 3, 4, 5, 6, 7A, 7B and 9 to 19, inclusive:

(a) Declaration of Condominium Property Regime of HU'ELANI, PHASE 1 dated June 8, 2000, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2632591, as amended, which affects that certain parcel of land more fully described in Exhibit "A-1" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-1".

(b) Declaration of Condominium Property Regime of HU'ELANI, PHASE 2, dated July 14, 2000, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2638930, as amended, which affects that certain parcel of land more fully described in Exhibit "A-2" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-2".

(c) Declaration of Condominium Property Regime of HU'ELANI, PHASE 3, dated April 22, 2002, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2798635, as amended, which affects that certain parcel of land more fully described in Exhibit "A-3" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-3".

(d) Declaration of Condominium Property Regime of HU'ELANI, PHASE 4, dated July 1, 2002, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2823149, as amended, which affects that certain parcel of land more fully described in Exhibit "A-4" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-4".

(e) Declaration of Condominium Property Regime of HU'ELANI, PHASE 5, dated October 22, 2002, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2855637, as amended, which affects that certain parcel of land more fully described in Exhibit "A-5" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-5".

(f) Declaration of Condominium Property Regime of HU'ELANI, PHASE 6, dated January 18, 2002, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2772003, as amended, which affects those certain parcel of land more fully described in Exhibit "A-6" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-6".

(g) Declaration of Condominium Property Regime of HU'ELANI, PHASE 7A dated May 6, 2004, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3108463, as amended, which affects that certain parcel of land more fully described in Exhibit "A-7" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-7".

(h) Declaration of Condominium Property Regime of HU'ELANI, PHASE 7B dated July 2, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2719448, as amended, which affects that certain parcel of land more fully described in Exhibit "A-8" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-8".

(i) Declaration of Condominium Property Regime of HU'ELANI, PHASE 9 dated November 6, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3024399, as amended, which affects those certain parcel of land more fully described in Exhibit "A-9" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-9".

(j) Declaration of Condominium Property Regime of HU'ELANI, PHASE 10, dated April 5, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2695977, as amended, which affects that certain parcel of land more fully described in Exhibit "A-10" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-10".

(k) Declaration of Condominium Property Regime of HU'ELANI, PHASE 11, dated September 30, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3004322, as amended, which affects that certain parcel of land more fully described in Exhibit "A-11" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-11".

(l) Declaration of Condominium Property Regime of HU'ELANI, PHASE 12, dated November 4, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3022803, as amended, which affects that certain parcel of land more fully described in Exhibit "A-12" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-12".

(m) Declaration of Condominium Property Regime of HU'ELANI, PHASE 13, dated October 6, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3026350, as amended, which affects that certain parcel of land more fully described in Exhibit "A-13" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-13".

(n) Declaration of Condominium Property Regime of HU'ELANI, PHASE 14, dated December 3, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3039862, as amended, which affects those certain parcel of land more fully described in Exhibit "A-14" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-14".

(o) Declaration of Condominium Property Regime of HU'ELANI, PHASE 15, dated December 12, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3047432, as amended, which affects those certain parcel of land more fully described in Exhibit "A-15" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-15".

(p) Declaration of Condominium Property Regime of HU'ELANI, PHASE 16, dated December 12, 2003, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3047437, as amended, which affects those certain parcel of land more fully described in Exhibit "A-16" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-16".

(q) Declaration of Condominium Property Regime of HU'ELANI, PHASE 17, dated May 27, 2004, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3117826, as amended, which affects those certain parcel of land more fully described in Exhibit "A-17" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-17".

(r) Declaration of Condominium Property Regime of HU'ELANI, PHASE 18, dated June 17, 2004, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3125655, as amended, which affects those certain parcel of land more fully described in Exhibit "A-18" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-18".

(s) Declaration of Condominium Property Regime of HU'ELANI, PHASE 19, dated June 22, 2004, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3127899, as amended, which affects those certain parcel of land more fully described in Exhibit "A-19" attached hereto and noted on those Certificates of Title also listed in Exhibit "A-19".

All of the above Declarations of Condominium Property regime are collectively referred to as the "Declarations".

2. Section 19 [Administrative Merger of Joint Development Area] of all of the Declarations provides for the administrative merger of some or all of the condominium communities within the Joint Development Area as that term is defined in Section 10 of the Declarations in accordance with the provisions of the Declarations.

3. Hu'elani, PHASES 1, 2, 3, 4, 5, 6, 7A, 7B, 9 to 19, inclusive, all of which are condominium projects, were merged into one project to be called HU'ELANI (the "condominium projects") effective as of October 1, 2004 by the "Certificate of Administrative Merger of Hu'elani, Phases 1, 2, 3, 4, 5, 6, 7A, 7B, 9 to 19, inclusive" recorded on September 23, 2004 as Land Court Document No. 3169379 ("Certificate of Administrative Merger").

4. In support of the merger, the Developer made the following a part of the Declarations for each merged phase:

(a) The Developer certifies that all of the apartments and common elements described in the Declarations have been constructed; that Notices of Completion for all improvements of the condominium projects have been filed in the Circuit Court of the First Circuit, State of Hawaii; that the period for filing mechanics' and materialmen's liens has expired for all of the condominium projects; that there are no tax liens or outstanding assessments and that no blanket liens or encumbrances exist against any of the condominium projects.

(b) True and correct copies of the "As-Built" Certificates of Ross Yamamoto, a Hawaii Registered Architect, and John L. Shaw, a Hawaii registered architect, are attached hereto as Exhibits "B-1" to "B-19", inclusive, respectively, and certify that the plans previously filed as Condominium Map Nos. 1356, 1358, 1472, 1488, 1513, 1455, 1630, 1422, 1586, 1408, 1571, 1584, 1587, 1594, 1596, 1597, 1636, 1643, and 1644 respectively, for Hu'elani, PHASES 1, 2, 3, 4, 5, 6, 7A, 7B, 9 to 19, inclusive accurately depict the projects as built.

(c) A revised site plan showing the buildings and common elements of the condominium projects as merged, is attached hereto as Exhibit "C" and incorporated herein by reference as an amendment to all Condominium Maps for the respective phases.

5. Pursuant to the Certificate of Administrative Merger and each of the respective Declarations, the owners of apartments in each of the condominium projects (each of which is also sometimes referred to as a "phase") have nonexclusive rights to use the common elements in each phase to maintain, use, repair and replace all existing common elements in each phase to the same extent as, and subject to the same limitations and obligations as are imposed upon an owner of an apartment in such other phase. Each owner in each phase has the same right to use and enjoy the common elements in all phases as though the phases had been developed as a single, unified project.

6. Without limiting the generality of the foregoing, the owners of apartments in each of the phases shall have a perpetual easement in the common elements of the other phases for the following purposes:

(a) maintenance, use, repair and replacement of driveways, parking areas and loading zones; and

(b) installation, maintenance and repair of any pipe, cable or other conduits for utility services such as power, light, gas, water, sewage and telephone, radio and television signal distribution.

7. Each of the apartments within the condominium projects will bear a fraction of the total common expenses of the merged project. For each apartment, the numerator of such fraction shall be the number of square feet of apartment interior floor area and the denominator shall be the aggregate number of square feet of apartment interior floor area merged in the merged project. The fractions so calculated for each of the apartment models are as follows:

(a) For Plan 2, the fraction is:

$$\frac{1,752.28}{163,774.95} \quad \text{or} \quad 1.07\%$$

(b) For Plan 3, the fraction is:

$$\frac{1,769.01}{163,774.95} \quad \text{or} \quad 1.08\%$$

(c) For Plan 5, the fraction is:

$$\frac{1,088.40}{163,774.95} \quad \text{or} \quad 0.66\%$$

(d) For Plan 6, the fraction is:

$$\frac{1,558.23}{163,774.95} \quad \text{or} \quad 0.96\%$$

(e) For Plan 8, the fraction is:

$$1,854.74$$

163,774.95 or 1.13%

(f) For Plan A, the fraction is:

1,607.57  
163,774.95 or 0.98%

(g) For Plan B, the fraction is:

1,550.88  
163,774.95 or 0.95%

(h) For Plan C, the fraction is:

1,401.03  
163,774.95 or 0.85%

8. The owners in each of the nineteen (19) condominium projects being merged shall be entitled to vote in the merged project in the same proportion as described in paragraph 7 above.

9. The Association of Apartment Owners of each of the condominium projects being merged shall be merged into a single Association governing the merged project. Within sixty (60) days following the merger, a special meeting of the Association shall be called to elect a new Board of Directors to replace the existing Board and to govern the entire project. The procedure for calling and holding such meeting and all other meetings of the Association shall be as set forth in the By-Laws of the respective phases.

10. All of the phases being merged shall be treated as part of a project developed as a whole from the beginning, and each of the respective Declarations of Condominium Property Regime, By-Laws and House Rules shall be construed as one document applicable to the merged condominium projects, except to the extent expressly otherwise provided herein or therein. Where conflicts exist, such conflicts shall be resolved in favor of the provisions contained in the Declaration, By-Laws and House Rules for the most recently established phase. All the property as merged shall be treated as though it had been developed, divided into apartments and used by the owners thereof as a single undivided project to be known as "HU'ELANI" consisting of one hundred and one (101) detached apartments.

11. NOW, THEREFORE, in order to create a condominium project consisting of the land and all improvements now existing or to be constructed on it, the Developer, as declarant under this Declaration, hereby submits the land and all of its interest therein to a Condominium Property Regime established under the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended (the "Act"), and makes the following declarations as to divisions, limitations, restrictions, covenants and conditions. The Developer further declares and agrees that the property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the By-Laws of the Association of Apartment Owners of HU'ELANI, (the "By-Laws") recorded concurrently with this Declaration, as may be amended from time to time. This Declaration and By-Laws shall constitute equitable servitudes, liens and covenants running with the land and shall be binding on and inure to the benefit of the parties hereto, their respective heirs, devisees, personal representatives, successors, successors in trust and assigns, and all subsequent owners, lessors and lessees of all or any part of the property and their respective heirs, devisees, personal representatives, successors, successors in trust and assigns. All of the provisions of this Declaration are intended to create mutual servitudes upon each apartment within the project and to create reciprocal rights between the respective apartment owners.

## DECLARATION:

1. **NAME.** The condominium property regime established by this Declaration shall be known as "HU'ELANI" (also referred to herein as the "Project").<sup>2</sup>
2. **DESCRIPTION OF THE LAND.** All of the land described in Exhibits "A-1" through "A-19" attached hereto (subject to the encumbrances set forth therein) is submitted to the condominium property regime.<sup>3</sup>
3. **DESCRIPTION OF PROJECT.** The Project consists of one hundred and one (101) detached apartments, described in the respective Declarations as two-story buildings, with each building being its own residential apartment (the "Residential Buildings"). None of the Residential Buildings have basements. The construction of all Residential Buildings is structural wood frame on concrete slab foundations with nonstructural wood frame interior walls with gypsum board. Exterior walls are sheathed with exterior gypsum sheathing and sided with pre-primed manufactured composite siding. Roofs are constructed of engineered wood trusses, plywood sheathing and Monier tile roofing. Each of the apartments shall have a parking garage with two (2) parking stalls, one standard size and one compact size. Each Residential Building shall also have the right to park up to two (2) vehicles in the driveway of the Residential Building. There are also visitor parking stalls as designated in the respective Declarations and Condominium Maps of each phase.<sup>4</sup>
4. **DESCRIPTION OF APARTMENTS.** Fee simple apartments are hereby established within the perimeter and party walls, floors and ceilings of each of the apartment units of the Project. The apartments include the attached garage sized to accommodate one (1) standard parking stall and one (1) compact parking stall. The apartments are described in more detail in the respective Exhibit "B" attached to the original declarations of the Hu'elani phases, the respective Condominium Map for said phases, and the "As Built" Certificates attached hereto as Exhibits "B-1" through "B-19".<sup>5</sup>
  - 4.1 **Apartment Numbers and Locations.** The apartments are numbered and located as shown on the respective Condominium Map for the Hu'elani phases. Each building shall have its own street address.<sup>6</sup>
  - 4.2 **Layout and Area of Individual Apartments.** The apartment types are as shown on the Condominium Maps of the respective Hu'elani phases. The location, apartment numbers, net apartment interior floor area and number of rooms for each of the apartments are shown in the respective Exhibit "B" attached to the original declarations for the Hu'elani phases and the "As Built" Certificates attached hereto as Exhibits "B-1" through "B-19".<sup>7</sup>
  - 4.3 **Access to Common Elements.** Each apartment has direct access to the grounds of the Project.
  - 4.4 **Limits of Apartments.** Apartments do not include (a) the perimeter or interior load bearing walls; (b) the door frames and window frames; (c) the undecorated or unfinished surfaces of the floors and ceilings surrounding each apartment; or (d) any pipes, wires, conduits or other utility lines running through any apartment which are utilized by or serve more than one apartment. All of these are common elements and are described below. Apartments also do not include the adjacent yard areas, which are limited common elements as described below. Subject to the foregoing, all apartments include (i) all of the walls and partitions which are not load-bearing within its perimeter, (ii) glass windows or panels; (iii) doors; (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, door frames and window frames; (v) the air space within the perimeters; and (vi) any originally installed fixtures and appliances.
5. **COMMON ELEMENTS.** One fee simple interest is hereby designated in all of the

remaining portions of the Project (the "common elements"), including specifically, but not limited to:

5.1 The land described in the respective Exhibit "A" attached to the original declarations for the Hu'elani phases and in Exhibits "A-1" through "A-19" attached hereto;<sup>8</sup>

5.2 All structural components, such as foundations, girders, beams, supports, unfinished perimeter walls and load-bearing walls (except for the inner decorated surfaces within each apartment), all siding and roofing materials;

5.3 All yards, gardens, planting areas, fences, trash collection areas, walkways and building exterior lights;

5.4 Entry gate and wall and all components;

5.5 All access lanes, roads, curbs, sidewalks, privacy fencing and street lights;

5.6 Designated visitor parking stalls;<sup>9</sup>

5.7 Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central appurtenant transmission facilities and installations over, under or across the Project which serve more than one apartment for services such as power, light, gas, hot water, cold water, sewage, drainage, telephone, radio and television signal distribution, if any;

5.8 Any apparatus and installations existing for common use, such as tanks, pumps, irrigation lines, motors, fans, compressors, ducts, vents and other such installations and apparatus; and

5.9 All other parts of the Project necessary or convenient to its existence, maintenance and safety or normally in common use.

**6. LIMITED COMMON ELEMENTS.** Certain parts of the common elements, "limited common elements," are set aside and reserved for the exclusive use of certain apartments, and such apartments shall have exclusive easements for the use of such limited common elements. These limited common elements are as follows:

6.1 Each apartment shall have for its exclusive use the mailbox bearing the same designation as such apartment:

6.2 Each apartment shall have for its exclusive use and enjoyment the enclosed yard area and the appurtenant concrete driveway and walkway which adjoins it, as shown on the respective Condominium Map for the Hu'elani phases.<sup>10</sup>

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

**7. COMMON INTEREST.** Each apartment shall have an appurtenant undivided interest in all of the common elements of the Project (the "percent of common interest"), which is the proportionate share of the owner of the apartment in the ownership of the common elements. The percent of common interest shall also reflect the owner's proportionate share in all of the common profits and expenses of the Project, as described in Section 16 [Common Profits and Expenses], including voting in the affairs of the Association of Apartment Owners as defined in Section 14 [Administration of the Project] until the Project is merged with other condominium communities within the Joint Development Area. See Section 19.2 [Administrative Merger]. The percent of common interest appurtenant to each apartment is shown on the Certificate of



Administrative Merger and is reflected in paragraph 7 (a) through (h) of the Recitals above.<sup>11</sup>

**7.1 Definition of Majority of Apartment Owners.** The terms “majority” or “majority of apartment owners” used in this Declaration mean the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interest, and any specified percent of the apartment owners means the owners of apartments to which are appurtenant such percent of the common interest.

**7.2 Alteration and Transfer of Interest.** The common interest appurtenant to each apartment shall be permanent in character and shall not be altered without the consent of all of the affected apartment owners, as expressed in a duly recorded amendment to this Declaration. The common interest shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such common interest is not expressly mentioned or described in the conveyance or any other instrument. Ownership of the common elements shall remain undivided and no right shall exist to partition or divide any part thereof, except as otherwise expressed in the Act.

**8. EASEMENTS.** The apartments and common elements including the limited common elements, shall be subject to and shall have the following easements and reservations:

**8.1** Each apartment shall have appurtenant non-exclusive easements in the common elements for ingress to, egress from, utility services for and support, maintenance and repair of such apartment, and shall also have an easement in the other common elements (subject, however, to the exclusive or limited use of the limited common elements) in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.

**8.2** In the case of encroachments of common elements upon any apartment or limited common elements, or in the case of encroachments of limited common elements or any apartment upon the common elements or any other apartments or limited common elements, a valid easement for such encroachments and the maintenance exists for as long as such encroachment continues.

**8.3** The apartment owners shall have the irrevocable right, to be exercised by the Board of Directors of the Association of Apartment Owners of HU‘ELANI (the “Board”), to have access to each apartment and any limited common elements from time to time during reasonable hours as may be necessary for making emergency repairs to prevent damage to the common elements or to another apartment or apartments. Access to each apartment for normal maintenance must be at reasonable times and upon prior consent of the apartment owner.

**8.4** The Developer reserves the right for itself and its successors and assigns to (a) conduct extensive sales activities on the Project, including, without limitation, the right to use any apartments owned by the Developer as model apartments and sales office, and (b) to use the common elements (excluding limited common elements appurtenant to the apartments other than those being used as models and sales offices) for extensive sales and marketing displays and activities. Such activities shall be permitted until the earlier to occur of (I) twenty (20) years from the date of recording in said Office of the Assistant Registrar of the first apartment deed conveying an interest in an apartment in the Project; or (A) the closing of the sale of the last unsold apartment in the Joint Development Area (as that term is defined in Section 10 [Recreation Area] below). Notwithstanding the foregoing, if the Developer’s mortgage lender or any successor to or assignee of the Developer’s mortgage lender acquires any portion of the Joint Development Area in the course of any foreclosure or other legal proceedings or in the exercise of its mortgage remedies or by an assignment in lieu of foreclosure, such mortgage lender, its successors and assigns, shall have the right to conduct such extensive sales activities on the Joint Development Area until at least ninety-five percent (95%) of all of the apartments have been sold and deeds conveying title to those apartments have been recorded in said Office of the Assistant Registrar. The Developer shall restore any damage to the common elements through the exercise of the rights reserved above to their condition

immediately prior to such exercise.

**8.5** The Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement for ingress and egress over and across the Project for the construction of other portions of the Joint Development Area (as that term is defined in Section 10 [Recreation Area] below). Such easement shall terminate upon the earlier to occur of (I) twenty (20) years from the date of recording in said Office of the Assistant Registrar of the first Apartment Deed conveying an interest in an apartment in the Project; or (ii) two (2) years after the closing of the sale of the last unsold apartment in the Joint Development Area.

**8.6** The Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over and upon the Project as may be reasonably necessary for the completion of improvements to and corrections of defects in the Project. Such easement shall terminate twenty (20) years after the later of (I) the date of the recording in said Office of the Assistant Registrar of the first apartment deed; or (ii) the "date of completion" (as that term is defined in Section 507-43(f), Hawaii Revised Statutes, as amended) of the improvements to be completed or corrected.

**8.7** The apartment owners shall also have a non-exclusive easement shared with all members of the Ewa by Gentry Community Association to use those certain common areas of the Ewa by Gentry Community Area as are designated pursuant to the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions referred to in Exhibit "A" (the "Master Declaration"), subject to the provisions of the Master Declaration.

**8.8** All apartment owners shall also have a non-exclusive easement to use portions of the adjacent Coral Creek Golf Course for landscaping and incidental hardscape purposes (the "Golf Course Easement"). Portions of the Golf Course Easement may be allocated to individual apartments as part of their limited common element enclosed yard area (See Section 20 [Developer's Reserved Right to Add Land]).

**8.9** All apartment owners shall further have a non-exclusive right of entry over and across other areas of the Golf Course (the "Landscape Area") for the purposes of maintaining landscaping and irrigation systems adjacent to Hu'elani. This right of entry shall be restricted to maintenance only and shall not extend to any other use.

**9. PURPOSES OF AND RESTRICTIONS ON USE OF BUILDINGS AND INDIVIDUAL APARTMENTS.** The owners of the respective apartments shall have the absolute right to sell, lease or otherwise transfer such apartments, or their undivided interests in the apartments, subject to all provisions of the Act, this Declaration and the By-Laws. No apartment owner shall sell, lease or otherwise transfer less than the entire apartment and its appurtenant interest in the common elements, except by way of a transfer of an -undivided interest in the apartments. Any lease of an apartment shall be in writing and shall be subject to the provisions of this Declaration and the By-Laws.

No apartment owner shall use his apartment or appurtenant limited common elements for any purpose which will injure the reputation of the Project, which will (a) jeopardize the soundness of the Project; (b) interfere with or unreasonably disturb the rights of other owners and occupants; (c) reduce the value of the Project; or (d) increase the insurance rate or result in the cancellation of insurance on the apartments or their contents. The Rules and Regulations of the Association of Apartment Owners of HU'ELANI provide further guidance regarding the use of the apartments.

Apartments shall be occupied and used only as residential dwellings for the owners, their families, tenants and social guests and for no other purposes. Similarly, all garages shall be used for parking operational vehicles only and for storing outdoor items. All garages shall be sized to accommodate at least one (1) standard parking stall and one (1) compact parking stall. No apartment owner shall be permitted to

lease his apartment, his garage or any portion thereof for transient or hotel purposes, which are defined as (a) rental for any period of less than thirty (30) days; or (b) any rental in which the occupants of the apartments are provided customary hotel services such as room services for food and beverage, maid service, laundry and linen or bellboy service. The apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation, any so-called "vacation license", "travel club membership" or "time interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis, according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. Except for the foregoing, the owners of the apartments shall have the absolute right to lease such apartments.

**10. RECREATION AREA.** Lot 13415, Map 1018, Land Court Application No. 1069 will be developed into a recreation area (the "Recreation Area") for the use of all residents living on the property covered by that certain Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated December 2, 1999 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2593887 (the "Joint Development Area"). The Developer may convey the Recreation Area to the several associations of apartment owners within the Joint Development Area as tenants in common, or may include the Recreation Area in a later phase of development in the Joint Development Area. Each apartment owner's share of the Recreation Area shall be based upon the apartment owner's proportionate share of his interest in the Joint Development Area. The several associations of apartment owners within the Joint Development Area shall have the duty and obligation to accept and maintain the Recreation Area at the common expense of all of the owners of apartments within the Joint Development Area. This duty and obligation may be delegated to a single association of apartment owners should the several associations administratively merge pursuant to Section 19.2 [Administrative Merger].

If the Developer does not merge certain condominium projects within the Joint Development Area with this Project pursuant to Section 19.2 [Administrative Merger], the association of apartment owners for the merged condominium projects are obligated to allow the occupants of the condominium projects not merged to use the Recreation Area in the same manner and to the same extent as occupants of the merged condominium projects. The condominium projects not merged may be charged a usage fee equal to the condominium project's proportionate share of the maintenance and capital improvement costs attributable to the Recreation Area.

There shall exist the following rights, easements and obligations:

(a) Upon the conveyance of the Recreation Area to the various associations, each apartment in the Joint Development Area shall have a non-exclusive right, in common with all other apartments in any existing or future condominium projects within the Joint Development Area, to use the Recreation Area and a non-exclusive easement for ingress and egress to and from the Recreation Area over the various condominium projects within the Joint Development Area.

(b) If the Developer completes the development of the Recreation Area prior to the completion of all condominium projects within the Joint Development Area, the Developer may grant to the respective associations of the then-completed condominium projects a license to use the Recreation Area, provided that each association will bear the costs of maintaining and operating the facilities of the Recreation Area. Any such license shall automatically expire upon the conveyance of the fee interest in the Park Area to the respective associations within the Joint Development Area.

(c) Upon the conveyance of the Recreation Area to the respective associations of apartment owners within the Joint Development Area, the Developer shall have no further obligation or liability with respect to the development and maintenance of the Recreation Area.

(d) Certain parking stalls in the Project and in all other condominium projects within the Joint Development Area and in the Recreation Area are visitor -parking stalls and may be used by all of the Joint Development Area residents.

**11. ENTRY GATE AND SECURITY FEATURES.** The Developer has installed an automatic sliding gate for the privacy and security of the apartment owners. The Association shall be responsible for maintaining the entry gate features in good working order. However, the Association, Developer, managing agent and Board of Directors shall not in any way be considered insurers or guarantors for security within the community and neither the Association, the Developer or the managing agent shall be held liable for any loss or damage for failure to provide adequate security. All owners and occupants, tenants, guests and invitees of any owners acknowledge that the Association and its board of directors, Developer, any related entity or affiliate do not represent or warrant that any security system may not be compromised or circumvented.

**12. GOLF RELATED ACTIVITIES.** The condominium apartments are located adjacent to the Coral Creek Golf Course. Special privileges at Coral Creek Golf Course may be extended to the apartment owners, the terms of which will be specified in a separate agreement. If such special privileges are granted to apartment owners in Hu'elani, the apartment owners understand and acknowledge that these privileges are extended to Association owners and shall be terminated when ownership in the Project terminates. Coral Creek may terminate these privileges at any time. The Developer does not represent or warrant the duration or extent of these privileges, if any.

The Location of the Project adjacent to the Coral Creek Golf Course may result in nuisances or hazards to persons and property from golf play, course maintenance and other related activities. There may be tournaments and other special events held on the golf course which may temporarily impact or affect the community.

Operation of the golf course may create noise during groundskeeping and may result in nuisances or hazards relating to maintenance, golf course play and related activities. Each owner, by purchasing a home in the Project, covenants for himself, his heirs, successors in interest and assigns that he assumes all risks associated with the golf course location, including but not limited to, the risk of property damage and personal injury arising from actions incidental to golf course related activities and shall indemnify and hold harmless the Association, Developer and managing agent from any liability, claims or expenses, including attorneys' fees, arising from such property damage or personal injury.

**13. OTHER COMMON FACILITIES.** The Joint Development Area, was designed to operate as a cohesive, integrated multi-family community. The Project's infrastructure, including but not limited to its potable water, non-potable well system, irrigation, drain, sewer and electrical systems, visitor parking areas and roadways are part of the overall infrastructure in the Joint Development Area. The use and cost of maintaining and operating the shared infrastructure and facilities will be shared among all owners on a pro rata basis.

**14. ADMINISTRATION OF THE PROJECT.** Administration of the Project shall be vested in the Association of Apartment Owners of HU'ELANI, consisting of all apartment owners of the Project (the "Association"). An owner of an apartment shall automatically upon becoming the owner of an apartment be a member of the Association. All owners shall remain members of the Association until their ownership ceases. The Association shall have the power to enact resolutions, rules and regulations, and have the power to amend and repeal the same from time to time, reasonably restricting and regulating the

use of apartments and the common elements. Any such resolutions, rules or regulations shall be consistent with the terms of this Declaration and the Restated By-Laws of the Association of Apartment Owners of HU'ELANI ("By-Laws") to be recorded concurrently with this Declaration.

Operation of the Project and maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, shall be according to the provisions of the Act, this Declaration and the By-Laws and shall include but not be limited to the following:

**14.1** The Association shall make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, street lights, walkways lights, building exterior lights, parking stalls, parking areas, and other improvements which may be required by law to be made, built, maintained and repaired in connection with or for the use of the Project.

**14.2** The Association shall 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 during the period that they are applicable to the Project.

**14.3** The Association shall repair, maintain and keep- all common elements of the Project in good order and condition by doing the following: Repairing and maintaining all buildings; keeping the land in a neat and attractive condition by ensuring that all trees, shrubs and grass are in good cultivation; replanting trees, shrubs and grass as may be necessary. Any and all defects in the common elements of the Project must be repaired by the Association within thirty (30) days after any apartment owner or his agent gives notice of such defect, or within additional time as may be reasonably necessary to complete such work diligently.

**14.4** The Project is part of a private drainage system that connects to the City and County of Honolulu's municipal sewer system. As such, Federal regulations prohibit the following from being discharged into the Project's drainage system:

- (a) domestic wastewater;
- (b) industrial wastewater;
- (c) any debris, refuse or solid waste or yard waste;
- (d) chlorinated swimming pool water;
- (e) washwater from vehicle and equipment cleaning; and
- (f) oil and petroleum products.

Owners are prohibited from discharging any of the above into the Project's drainage system.

The Association is solely responsible for the maintenance and upkeep of the Project's drainage system. It shall cooperate with the Developer in assuming the Developer's National Pollutant Discharge Elimination System (NPDES) Permit No. H10021229 and shall be responsible for enforcing the terms and conditions of the NPDES Permit.

**14.5** Before commencing or permitting construction of any improvement on the Project costing in excess of TEN THOUSAND DOLLARS (\$10,000.00), the Association must obtain a bond or certificate naming as obligees, collectively, all apartment owners and their respective mortgagees, as their interests may appear, in a penal sum not less than ONE HUNDRED PERCENT (100%) of the cost of such

construction with a surety authorized to do business in the State of Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens and liens in lieu of mechanics' and materialmen's liens as required by Section 514A-16 of the Hawaii Revised Statutes, as amended.

**14.6** The Association must not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.

**14.7** The Association shall observe any setback lines affecting the Project and shall 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 lines along such boundary, except as allowed by that certain Agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated September 24, 1996 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2340815.

**14.8** The Association shall 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 except according to plans and specifications, including detailed plot plans prepared by a licensed architect, if so required by the Board, which shall be approved by the Board and by a majority of apartment owners (or such percent as required by law or this Declaration), and one hundred percent (100%) of all owners of apartments directly affected. Such approval shall be evidenced by recordation of an amendment to this Declaration and the Condominium Map.

**14.9** The Association has the right, to be exercised by its Board of Directors 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 of any common element.

**15. MANAGING AGENT AND SERVICE OF PROCESS.** Operation of the Project shall be conducted for the Association by a responsible corporate Managing Agent appointed by the Association in accordance with the By-Laws. The Developer appoints Hawaiiana Management Company, Ltd., whose principal place of business and post office address is 711 Kapiolani Blvd., Suite 700, Honolulu, Hawaii 96813 as the initial Managing Agent. The initial Managing Agent is hereby designated as the exclusive agent to receive service of process until the Board of Directors and officers of the Association are elected. Once the Board of Directors is elected, process may be served upon any member of the Board of Directors of the Association who has a residence or place of business within the City and County of Honolulu, Hawaii.

**16. COMMON PROFITS AND EXPENSES.** The profits of the Project shall be distributed among and the common expenses shall be charged to the apartment owners, including the Developer, in proportion to the common interest appurtenant to their respective apartments, except as otherwise provided herein or in the By-Laws. All costs and expenses, including, but not limited to, maintenance, repair, replacement, additions and improvements, of each limited common element shall be charged to and divided among the owners of apartments to which such limited common elements are appurtenant.

The term "common expense" means and includes the expenses of operation of the Project and all sums designated as common expenses under the Act, this Declaration, or the By-Laws, including all labor, services, materials, utility services and equipment; all liability whatsoever for loss or damage arising out of or in connection with the common elements, including any accident, fire, or any nuisance; all premiums for fire and extended coverage and liability insurance required for the Project; and the cost of all utility services, including water, electricity, garbage disposal and any other similar service unless separately metered. Real property taxes and special assessments referred to in Section 514A-6, Hawaii Revised Statutes, as amended, shall not be common expenses of the Project.

The Board of Directors of the Association (herein sometimes called the "Board") acting on behalf of the Association shall from time to time assess the common expenses against all the apartments as provided for in the By-Laws.

## **17. INSURED CASUALTY AND UNINSURED CASUALTY.**

**17.1 Insured Casualty.** If at any time or times any improvements of the Project is damaged or destroyed by any casualty insured against as provided under the Act and the By-Laws, such improvements shall be rebuilt, repaired or restored unless at least eighty percent (80%) of the apartment owners vote against rebuilding, repairing or otherwise reinstating the buildings. The vote shall be taken at a meeting of the Association held prior to the commencement of the rebuilding, repair or other reinstatement of the buildings and within ninety (90) days after such loss or damage or within thirty (30) days after the insurance loss has been finally adjusted and all mortgagees of all apartments have consented in writing. The Association shall then, according to Section 514A-21, remove all remains of improvements so damaged or destroyed and restore the site to good orderly condition and grade. The Association shall do so within a reasonable amount of time and at its common expense. The apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevations reflected on the Condominium Map, or such other plan approved according to this Declaration.

**17.2 Uninsured Casualty.** If any improvements of the Project are damaged or destroyed by any casualty not insured against, such improvements shall not be rebuilt, repaired or restored unless at least eighty percent (80%) of the apartment owners 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, according to the original plans and elevations reflected in the Condominium Map, or such other plan approved according to this Declaration. Unless such restoration is undertaken within a reasonable time after such casualty, the Association at its common expense shall remove all remains of the damaged and destroyed improvements and restore the site to good orderly condition and even grade.

If the Project is merged with other condominium communities in the Joint Development Area, as provided for in Section 19.2 (Administrative Merger], at least eighty percent (80%) of the apartment owners in the merged project must approve to rebuild, repair or restore damaged or destroyed improvements.

**18. CONDEMNATION.** If there is a taking in condemnation or by eminent domain of part or all of the Project, all compensation payable for or on account thereof shall be payable to a condemnation trustee, who shall be designated by the Board and who shall be a bank or trust company doing business in the State of Hawaii (the "Condemnation Trustee"). If the entire Project is taken or a substantial portion of it such that the Association terminates the Condominium Property Regime for the Project, then the Condemnation Trustee shall pay to each owner and his mortgagee, as their interests may appear, the portion of the condemnation proceeds allocable to the owner's apartment. Otherwise, the Board shall arrange for the repair and restoration of the buildings and improvements according to the Condominium Map on file immediately prior to such condemnation. If such repair and restoration according to the Condominium Map on file is not permissible under the laws then in force, then repair and restoration shall be according to such modified plan as is previously approved by the Board. If a partial taking occurs in which any apartment is eliminated or not restored, the Condemnation Trustee shall disburse the portion of the proceeds of such award allocable to the apartment, less the apartment's proportionate share of the cost of debris removal, to the owner of the apartment and his mortgagee, if any, as their interest may appear, in satisfaction of their interests in the apartment. The Condemnation Trustee shall disburse the remainder of the proceeds of such award to the contractor engaged in such repair and restoration in appropriate progress payments. If such proceeds are insufficient to pay the costs, the Board is expressly authorized to pay such excess costs from the General Operating Reserve and Capital Improvements Reserve Fund and if the General Operating Reserve and Capital Improvements Reserve Fund are insufficient for this purpose the Board shall levy a special

assessment on the owners of the apartments in proportion to their common interests. If sums are received in excess of the cost of repairing and restoring the remaining buildings and improvements, such excess proceeds shall be divided among the owners of the apartments according to their common interests. If all or any of the apartments are taken and there is no final judicial determination of the amount of condemnation proceeds allocable to each apartment so taken, the amount allocable to each apartment (including the apartment's appurtenant interest in the common elements) shall be determined by a real estate appraiser who shall be a member of the American Institute of Real Estate Appraisers or any successor association and who shall have acted on behalf of the Association in the condemnation proceedings; or, if no such appraiser shall have acted on behalf of the Association, or if more than one (1) appraiser shall have so acted, then the Board shall select the appraiser. However, if the owners of the apartments taken, within fifteen (15) days after all of such owners have received notice of the appointment of such appraiser, elect, by a majority vote, to have the allocation determined by a panel of three (3) appraisers then the Board shall select three (3) qualified appraisers and the decision of any two of them shall determine the allocation of the condemnation proceeds.

## **19. ADMINISTRATIVE MERGER OF JOINT DEVELOPMENT AREA.**

**19.1** This Project is one phase of a condominium community being developed in the Joint Development Area (the term Joint Development Area is defined in Section 10 [Recreation Area]). Developer may develop other communities within the Joint Development Area.

**19.2 Administrative Merger.** Phases of HU'ELANI may be administratively merged with future phases, or any other condominium communities within the Joint Development Area. The declarations of condominium property regime for each of the condominium communities within the Joint Development Area contain or will contain provisions and conditions for such administrative merger of phases. The Developer reserves the right to effect such an "administrative merger" of some or all of the phases of HU'ELANI and other condominium communities within the Joint Development Area. Upon merger, the apartment owners in each of the merged communities will have a new percent of common interest for voting and maintenance fee purposes. Developer may effect the administrative merger as set forth in Section 19.3 [Certificate of Administrative Merger] below without the further act or consent of any third party, provided that any such administrative merger is accomplished within twenty (20) years from the date this Declaration is recorded in the Office of the Assistant Registrar and provided that all of the following conditions are met:

(a) The Declaration of Condominium Property Regime and the By-Laws for each of the condominium communities to be administratively merged are substantially similar, except for the descriptions of apartments and the common elements and the percent of common interests pertaining specifically to apartments in a particular condominium community and except for changes required by the Act, as amended;

(b) The "as built" verified statement required by Section 514A-12 of the Hawaii Revised Statutes, as amended, has been recorded with respect to each condominium community to be merged;

(c) All of the apartments and common elements in each of the condominium communities to be merged have been completed;

(d) Notices of completion have been recorded and the period for filing mechanics' and materialmen's liens has expired for each condominium community to be merged; and

(e) All of the condominium communities to be merged have been released from any and all mortgage liens and encumbrances except for mortgage liens on individual apartments and the respective common interests.



**19.3 Certificate of Administrative Merger.** The administrative merger will be effective upon recordation of a "Certificate of Administrative Merger" which contains:

(a) A certification by the Developer that all condominium projects being merged have been substantially completed; that a notice of completion has been recorded; that the period for filing of mechanics' and materialmen's liens has expired with respect to each of the projects merged; that as of the date of administrative merger, there are no tax liens; and that as of the date of administrative merger, all mortgage liens and encumbrances have been released except for mortgage liens on individual apartments and their respective common interest; and

(b) A revised plan showing the layout and location of the buildings of the overall project after completion of the administrative merger.

**19.4 Effect of Administrative Merger.**

(a) Upon recordation of the certificate of administrative merger, the owners of apartments in each of the merged projects shall have the same rights of use with respect to the common elements in all merged projects as though the projects had been developed as one. The owners of apartments in each of the merged projects shall have a perpetual easement in the common elements of the other merged projects for the installation, maintenance and repair of any pipe, cable or other conduits for utility services such as power, light, gas, water, sewage, drainage, telephone, radio and television signal distribution.

(b) Each apartments' maintenance fee allocation and voting allocation shall be computed by dividing the square footage for each apartment by the total square footage of the sum of all apartments in the entire merged project, except as provided for in Section 19.4 © below.

(c) Common area costs shared amongst the condominium communities shall be shared by the respective association members in the percentage calculations shown in Section 19.4 (b) above. Should certain common area costs be unique to a particular condominium community which should not be shared with other communities, the single association governing the merged communities (see Section 19.4 (d) below) may allocate those costs to the condominium community affected.

(d) The association of apartment owners of each phase shall be merged into a single association governing all of the merged projects. Within sixty (60) days of the merger of the projects, a special meeting of all of the owners of apartments in the merged projects shall be called to elect a new board of directors to replace the existing boards of directors and govern the entire merged project. The procedure for calling and holding such meeting and all other meetings of the overall association shall be that set forth in the By-Laws for the respective projects. The number of directors of the merged association shall be subject to the same limitations set forth in each of the respective By-Laws for each project, provided that when the number of apartment owners of all merged phases exceeds one hundred (100) in no event shall the number of directors of the merged association be less than nine (9), unless sixty five percent (65%) or more of all apartment owners vote by mail ballot or at a special or annual meeting to reduce the minimum number of directors. At such special meeting, one-third of the directors shall be elected for one (1) year, one-third for two (2) years and one-third for three (3) years. In the event that such special election should be held as herein required six (6) months or more prior to the next annual meeting of the merged association, the terms of the directors shall be calculated as if they had been elected at the previous annual meeting of the merged association. If such special election is held less than six (6) months prior to the next annual meeting of the merged association, the terms of the directors shall be calculated as if they were elected at the next annual meeting and no election need be held at such meeting. The board of directors of the merged association shall be empowered to determine if there are any common area costs that are unique to a particular condominium community and to allocate those common area costs to that particular community.

(e) The Declarations of Condominium Property Regime for each separate condominium community shall be construed as one document applicable to the entire merged project, except to the extent otherwise expressly provided in any document, and any modification or amendment of a provision in one of the respective declarations relating to the administration of merged condominium communities shall be made only upon the majority vote of the merged association. The same shall be true of the respective By-Laws and Rules and Regulations of the separate condominium communities. Where the By-Laws or Rules and Regulations of the separate condominium communities conflict or are inconsistent, such conflicts and inconsistencies shall be resolved in favor of the provisions contained in the Declaration, By-Laws and Rules and Regulations for the most recently established condominium community. Developer also reserves the right to record an amended and restated Declaration and By-Laws for the merged project that would incorporate all of the separate Declarations and By-Laws for each of the condominium communities being merged.

#### **19.5 Reserved Rights to Effect Administrative Merger.**

(a) The Developer shall have the right to execute, acknowledge, process and record any and all instruments necessary or appropriate for the purpose of carrying out the provisions and exercising the rights, powers and privileges granted by this Section 19 [Administrative Merger of Joint Development Area], all as the true and lawful attorney-in-fact of the respective owners of apartments in this project as herein originally constituted or as merged.

(b) In order to protect its right to merge as set forth in this Section 19 [Administrative Merger of Joint Development Area], the Developer reserves the right to review and approve, in its reasonable discretion, any and all amendments to the Declaration, By-Laws and Rules and Regulations for a period of twenty (20) years or until all of the condominium communities within the Joint Development Area have been merged, whichever occurs earlier. The purpose and basis of such review and approval will be solely to prevent major inconsistencies in the declarations, by-laws and rules and regulations of the respective condominium communities within the Joint Development Area so that until the time of recording of the certificate of administrative merger the documents of the respective condominium communities within the Joint Development Area will remain substantially similar.

(c) This Section 19 [Administrative Merger of Joint Development Area] cannot be amended within twenty (20) years of the date this Declaration is recorded without the express written consent of the Developer.

(d) Developer intends to effect the administrative merger of some or all condominium communities within the Joint Development Area. However, circumstances may change such that the administrative merger may not take place. The Developer reserves the right to change development plans and is not required to develop other phases of HU'ELANI nor to merge them with any other condominium community.

**20. DEVELOPER'S RESERVED RIGHT TO ADD LAND.** Any other provision in this Declaration notwithstanding, the Developer shall have the right (but shall not be obligated to) at its sole discretion under this Paragraph 20, without being required to obtain the consent or joinder of any person or group of persons, including the Association, any apartment owner or any mortgagee, lien holder, any apartment purchaser or any other person who may have an interest in the Projector in any apartment, at any time to add a certain portion of real property to the common elements of the Project. Specifically, the Developer is in the process of obtaining the Golf Course Easement and a Right of Entry over the Landscape Area (See Sections 8.8 and 8.9), property currently owned by the Coral Creek Golf Course. The Developer may (but is not obligated to) acquire easement rights, entry rights and ownership in fee simple of the Easement Area and Landscape Area.

In exercising to foregoing right, the Developer may at any time file and process to final approval an application with the City and County of Honolulu for the legal designation of easements and subdivision, record such designation and subdivision with the Land Court of the State of Hawaii, and record any amendments necessary to amend the description of the land covered by this Declaration.

The Developer shall have the absolute right, notwithstanding the lease, sale or conveyance of any apartment, and without being required to obtain the consent or joinder of any apartment owner, lien holder or other persons, to effect the addition of the property interest described above in accordance with this paragraph, and to execute, record and/or file the applications, amendments, deeds or any other documents necessary or appropriate to effect the addition of land. Any such action shall be deemed taken by the Developer as the true and lawful attorney-in-fact of the respective apartment owners and lien holders. Each and every party acquiring an interest in any apartment, the Project or the land covered by this Declaration, by such acquisition, consents to such addition and to the recordation of the documents necessary to effect it; agrees to execute such documents and so such things as may be necessary to effect the same, and appoints the Developer as his or her attorney-in-fact with full power of substitution to execute such documents and do such other things on his behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any . such party.

**21. RESIDENT MANAGER.** The Developer will construct one apartment in the Recreation Area which may be used as lodging for a resident manager or such other use or purpose as approved by the merged association pursuant to the By-Laws of the Project. The Association may hire a resident manager or site manager when, in the opinion of the Association, the Developer and the managing agent it is determined to be in the best interest of the community.

**22. COMPLIANCE WITH DECLARATION, BY-LAWS AND OTHER RULES.** All apartment owners, their successors and assigns, tenants of such owners, employees of owners or tenants, and any other persons who may in any manner use any part of the Project are subject to the provisions of the Act and to the provisions of this Declaration, the By-Laws and the Rules and Regulations, and to all agreements, decisions and determinations lawfully made by the Association according to the voting interests established under the Act, this Declaration and the By-Laws. Failure to comply with any of these documents shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Directors on, behalf of the Association or, in a proper case, by an aggrieved apartment owner.

**23. AMENDMENT OF DECLARATION.**

**23.1** Except as otherwise provided in this Declaration or in the Act, this Declaration and (if necessary) the Condominium Map, may be amended by the affirmative vote or written consent of seventy-five percent (75%) of the apartment owners and shall be effective only upon recording in the Office of the Assistant Registrar an instrument setting forth such amendment and vote duly executed by such apartment owners or by the proper officers of the Association. However, at any time prior to recording with the Office of the Assistant Registrar an apartment deed conveying an apartment to a party other than Developer, the Developer may amend this Declaration (including the By-Laws, the Condominium Map and other exhibits) in any manner, without the approval, consent or joinder of any apartment purchaser.

**23.2** In addition, there shall be no material amendment of or addition to provisions of this Declaration dealing with (I) the expansion or contraction of the condominium property regime, or the addition, annexation or withdrawal of property from this regime; (ii) the boundaries of any apartment; (iii) the undivided interest in the common elements appurtenant to any apartment except as otherwise provided in Section 19 [Administrative Merger of Joint Development Area]; (iv) assessments, assessment liens or the subordination of such liens; (v) the maintenance reserve fund and maintenance and repair of the Project; (vi) the convertibility of apartments into common elements or of common elements into units; (vii) requirements

or restrictions on the leasing of apartments; or (viii) the rights of the holders or insurers of first mortgages on apartments in the Project, unless approved by the holders of first mortgages, if any, on apartments to which are appurtenant fifty-one percent (51%) or more of the common interest.

**23.3** Notwithstanding the foregoing and notwithstanding the sale or conveyance of any of the apartments, the Developer may amend this Declaration (and, when applicable, the Condominium Map) without the approval, consent or joinder of persons then owning the apartments in order to (a) record the "as-built" verified statement (with plans if so applicable) required by Section 514A-12, Hawaii Revised Statutes, as amended, (I) so long as such amendment is a verified statement of a registered architect or professional engineer certifying that the recorded final plans fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built; or (ii) as long as the plans being filed simultaneously therewith involve only confirmation of buyer's selection of construction options to the layout, location and dimensions of the apartments as built, or any change in any apartment number, and/or (b) reflect the dedication and conveyance to appropriate governmental authorities and/or public utilities such easements for drainage, sewer or other utilities affecting the land as may be necessary or required, all as set forth in Section 24 [Granting/Realignment of Easements].

**23.4** The consent of all apartment owners shall be required for any amendment to this Declaration or the By-Laws which alters the location of any perimeter wall or changes the boundaries of any apartment, except for those construction options to the layout, location and dimensions as offered by the Developer.

**23.5** An amendment to the Condominium Map which changes the layout of an apartment or any limited common element or which conforms to a construction option approved by the Developer need only be signed by the affected owner and the Board of Directors.

**23.6** The Board, upon resolution duly adopted, shall have the authority as set forth in the Act to restate this Declaration from time to time to set forth any prior amendments thereto, or to amend this Declaration as required to conform with the provisions of the Act or any other statute, ordinance, rule or regulation enacted by any governmental authority.

**24. GRANTING/REALIGNMENT OF EASEMENTS.** Developer does hereby reserve the right, for itself and its successors and assigns, to and until the later of December 31, 2020, or the date of sale of the last apartment unit in the Joint Development Area, whichever is later, to designate, delete, relocate, realign, reserve and grant easements and rights of way over, under and on the common elements and constituting a part thereof, provided that such easements and/or rights of way shall not be located on or within any existing structure on the property and shall not unreasonably disturb, impair or interfere with the normal use and enjoyment of the property by the apartment owners.

Each and every party acquiring an interest in the property consents to such designation, deletion, relocation, realignment, reservation or grant of easements and/or rights of way as provided in this Section 24 and to the amendment or amendments of this Declaration and the recording thereof in said Office of the Assistant Registrar. Each such party acquiring an interest in the property further agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties; provided that after the expiration of the Developer's reservation, the Association, through its Board of Directors, and with the consent and agreement of the holders of any then existing easements affected thereby, is authorized to grant, convey, transfer, cancel, relocate and otherwise deal with any and all such public services and utilities easements now or hereafter located on or affecting the land or the Project without requiring any consideration therefor. To the extent that joinder of any apartment owner

and lien holder or other person who may have any interest in the land or the Project or any apartment in it may be required in order to validate any act or thing done pursuant to the foregoing reservation, such joinder shall be accomplished by power of attorney from each of the apartment owners, lien holders or other such parties, and the acquiring or acceptance of ownership in an apartment or of a lien covering an apartment or any other interest in the Project or land subject to this Declaration shall be a grant of such power, which grant, being coupled with an interest, is irrevocable.

**24A. REMOVAL OF RESTRICTIONS.** The land is currently subject to certain rights, easements, privileges and reservations (“Deed Restrictions”) in favor of the Trustees under the Will and of the Estate of James Campbell, deceased (“Campbell Estate”) as contained in that certain Limited Warranty Deed dated May 22, 1991, and recorded in said Office of the Assistant Registrar as Document No. 1821997 (“Limited Warranty Deed”). The Developer reserves the right until July 31, 2001,<sup>12</sup> to execute and record a Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants (“Declaration and Confirmation”); a Release of Deed Restrictions to be made by the Trustees under the Will and of the Estate of James Campbell, deceased, and Developer, and an amendment to this Declaration to reflect an updated title description as contained in Exhibit “A”.

The Declaration and Confirmation will confirm certain of the provisions and restrictions contained in the Limited Warranty Deed which Developer and Campbell Estate agree will continue to encumber the land. The provisions and restrictions which will continue to affect the land are as follows:

**24A.1** The land shall be held, sold, conveyed, leased, encumbered, occupied and improved subject to the following limitations, restrictions, covenants and conditions:

(a) Drilling for water on the land is prohibited.

(b) All subsurface water and water rights, including without limitation all rights to basal, subterranean and artesian waters are reserved to the Campbell Estate.

(c) Until December 31, 2040, the land will be subject to the restriction that it may be held, sold, conveyed, leased, encumbered, occupied, and improved only for any of the following uses or combinations thereof: (i) residential use, including churches, schools, parks and open spaces, and public or private non-commercial recreational facilities serving such residential uses; (ii) agricultural use; and (iii) roadways, drainage and sewer facilities and other infrastructure to serve any of all of the above uses. These restrictions shall terminate and no longer be deemed applicable or binding upon the land after December 31, 2040.

**24A.2** The restrictions set forth in Section 24A.1 above shall run with the land and shall be binding upon all persons having or who acquire any right, title, or interest in and to the land or any portion thereof and shall inure to the benefit of the Campbell Estate, its successors and successors-in-trust only; provided, however, that the foregoing restrictions shall terminate as to any portion of the land affected thereby which is dedicated to any governmental authority or public utility company.

Upon recordation of the Declaration and Confirmation, the Developer and Campbell Estate will record a Release of Deed Restrictions which will release the Limited Warranty Deed from title to the land.

Each and every party acquiring an interest in the land consents to the foregoing reservations and by accepting a conveyance document conveying any interest in the land, agrees to be bound by the terms of the reservations and the restrictions contemplated thereby. Each such party acquiring an interest in the land further agrees to execute such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and instruments and to do such things on his behalf, which grant

of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by the disability of such party or parties. To the extent that a joinder of any apartment owner, lien holder or other person who may have any interest in the land or the Project or any apartment in it may be required in order to validate any act or thing done pursuant to the foregoing reservations, such joinder shall be accomplished by power of attorney from each apartment owner, lien holder or other such party, and the acquiring or acceptance of ownership in an apartment or of a lien covering an apartment or any other interest in the Project or land subject to this Declaration shall be a grant of such power, which grant, being coupled with an interest, is irrevocable.

**25. EWA BY GENTRY COMMUNITY ASSOCIATION.** Each apartment owner, upon acquiring his or her apartment, shall automatically become a member of the Ewa by Gentry Community Association, a non-profit Hawaii corporation (“Community Association”) which is separate from the Association of Apartment Owners of HU‘ELANI, and shall remain a member of the Community Association until such time as his ownership of an apartment ceases. All apartment owners and other persons and entities acquiring any right, title or interest in the Project, including contract purchasers, are subject to, bound by, and shall comply strictly with the provisions of the Master Declaration and the Charter of Incorporation and By-Laws of the Community Association, as amended, and all lawful rules and regulations. Pursuant to the Master Declaration, the Community Association is authorized to assess maintenance assessments to cover expenses incurred by the Community Association in providing for the maintenance, restoration and repair of any improvements located on the common areas of the Ewa by Gentry Community Area. All assessments made by the Community Association shall be separate from assessments for this Project.

**26. LATENT DEFECTS.** So long as the Developer or its successors and assigns (other than purchasers of apartments in the Project) owns one or more of the apartments, the Developer, for itself and its successors and assigns agrees to take no action which would adversely affect the rights of the Association or apartment owners with respect to assurances made by third parties against latent defects in the Project or other rights assigned to the Association, if any, by reason of the establishment of this condominium property regime.

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

**28. RIGHTS OF ACTION.** Nothing in this Declaration or in the By-Laws shall abridge the right of an aggrieved apartment owner or the Association to bring and maintain an action against another apartment owner or the Association, as the case may be, for failure to comply with the provisions of this Declaration, the By-Laws or any other rules and regulations or decisions of the Association which have been duly made pursuant to authority granted to the Association in said Declaration and By-Laws.

**CERTIFICATE OF ADOPTION**

The undersigned hereby adopt the foregoing as the First Restatement of the Declaration of Condominium Property Regime of HU'ELANI, this Wednesday day of June 7, 2006.

ASSOCIATION OF APARTMENT OWNERS OF  
HU'ELANI,

By: [Signature]  
Its President

By: [Signature]  
Its Secretary

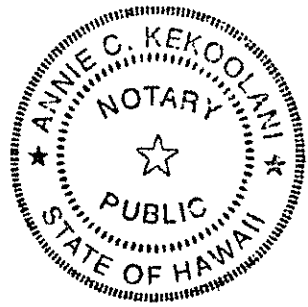
STATE OF HAWAII )  
 )  
CITY AND COUNTY OF HONOLULU ) SS.

On this 7<sup>th</sup> day of June, 2006, before me appeared JOHN KERR, to me personally known, who being by me duly sworn, did say that he/she is the President of the ASSOCIATION OF APARTMENT OWNERS OF HU'ELANI, a Hawaii condominium association organized as a nonprofit corporation, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said JOHN KERR acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF HU'ELANI.



Print Name: Annie C. Kekoolani  
Notary Public, State of Hawaii

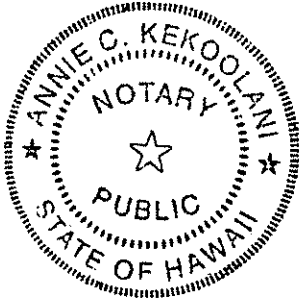
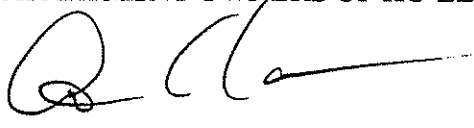
My commission expires: 02-16-2010





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

On this 7<sup>th</sup> day of June, 2006, before me appeared Lvella Windisch, to me personally known, who being by me duly sworn, did say that ~~he~~she is the Secretary of the ASSOCIATION OF APARTMENT OWNERS OF HU'ELANI, a Hawaii condominium association organized as a nonprofit corporation, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said Lvella Windisch acknowledged that ~~he~~she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF HU'ELANI.



Print Name: Annie C. Kekoolani  
Notary Public, State of Hawaii

My commission expires: 02-16-2010

## ENDNOTES

The following endnotes correspond to provisions in the Declaration which have been restated to conform to Chapter 514A, Hawaii Revised Statutes, and the Federal Fair Housing Act, as amended (42 U.S.C. Sections 3601 et seq.), and to integrate any amendments made to the Declaration. This Restated Declaration correctly states without change the corresponding provisions of the original, as amended, and supersedes the original and all prior amendments to it. This Restatement is made solely for the purpose of information and convenience. In the event of a conflict, the Restated Declaration shall be subordinate to the cited statute and the original Declaration of the most recently established phase.

1. The Recitals have been restated to incorporate the Recitals and Declarations made in the “Certificate of Administrative Merger of Hu‘elani, Phases 1, 2, 3, 4, 5, 6, 7A, 7B, 9 to 19, inclusive” recorded on September 23, 2004 as Land Court Document No.3169379 (“Certificate of Administrative Merger”).
2. Section 1 has been restated to reflect the amendment made by the Certificate of Administrative Merger, which names the merged project as “Hu‘elani”.
3. Section 2 has been restated to incorporate the amendment made by the Certificate of Administrative Merger and to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
4. Section 3 has been restated to incorporate the amendment made by the Certificate of Administrative Merger and to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
5. Section 4 has been restated to incorporate the amendment made by the Certificate of Administrative Merger and to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
6. Section 4.1 has been restated to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
7. Section 4.2 has been restated to incorporate the amendment made by the Certificate of Administrative Merger and to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
8. Section 5.1 has been restated to incorporate the amendment made by the Certificate of Administrative Merger and to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
9. Section 5.6 has been restated to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
10. Section 6.3 has been restated to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.
11. Section 7 has been restated to incorporate the amendment made by the Certificate of Administrative Merger and to reflect that this restatement applies to all of the combined land submitted to condominium property regimes for the respective phases of the Hu‘elani development.

12. Subsection 24A has been restated to incorporate the language in the Amendment recorded in the Land Court of the State of Hawaii as Document No. 2637010 /TCT# 556879.

**EXHIBIT "A-1"**  
**(Hu'elani, Phase 1)**

**ALL** of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 1" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15259**, area approximately 0.821 acre, as shown on Map 1175, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated June 8, 2000 and recorded in said Office of the Assistant Registrar as Document No. 2632591, as amended by Document No. 2637010 and Document No. 2726850 and as shown on Condominium Map No. 1356.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
5	558,686	558,686	5
12	572,890	559,373	14
13	578,041	568,025	19
14	559,373	572,890	12
15	578,981	578,041	13
18	711,807	578,981	15
19	568,025	711,807	18

**END OF EXHIBIT "A-1"**

**EXHIBIT "A-2"**  
**(HU'ELANI, Phase 2)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 2" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 13412** consisting of 0.468 acre, as shown on Map 1018, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated July 14, 2000 and recorded in said Office of the Assistant Registrar as Document No. 2638930 and Condominium Map No. 1358.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
16	572,770	572,770	16
17	621,552	584,764	24
24	584,764	587,147	25
25	587,147	621,552	17

**END OF EXHIBIT "A-2"**

**EXHIBIT "A-3"**  
**(HU'ELANI, Phase 3)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 3" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15258**, area approximately 0.743 acre, as shown on Map 1175, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated April 22, 2002 and recorded in said Office of the Assistant Registrar as Document No. 2798635, as amended by Document No. 2866337 and as shown on Condominium Map No. 1472.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
20	624,095	616,854	21
21	616,854	617,151	26
22	621,917	617,313	23
23	617,313	617,672	27
26	617,151	621,917	22
27	617,672	624,095	20

**END OF EXHIBIT "A-3"**

**EXHIBIT "A-4"**  
**(HU'ELANI, Phase 4)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 4" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15257**, area approximately 0.967 acre, as shown on Map 1175, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated July 1, 2002 and recorded in said Office of the Assistant Registrar as Document No. 2823149, as amended by Document No. 2866335 and as shown on Condominium Map No. 1488.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
28	622,896	620,713	31
29	623,842	621,105	32
30	621,116	621,116	30
31	620,713	622,896	28
32	621,105	623,842	29
33	628,033	628,033	33
34	628,711	628,711	34

**END OF EXHIBIT "A-4"**

**EXHIBIT "A-5"**  
**(HU'ELANI, Phase 5)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 5" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15256**, area approximately 0.483 acre, as shown on Map 1175, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated October 22, 2002 and recorded in said Office of the Assistant Registrar as Document No. 2855637, as amended by Document No. 2902515 and as shown on Condominium Map No. 1513.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
35	629,564	629,564	35
36	629,651	629,651	36
37	630,409	630,409	37
38	630,519	630,519	38

**END OF EXHIBIT "A-5"**



**EXHIBIT "A-6"**  
**(HU'ELANI, Phase 6)**

**ALL** of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 6" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 13414**, area approximately 0.306 acre, as shown on Map 1018, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated January 18, 2002 and recorded in said Office of the Assistant Registrar as Document No. 2772003 and as shown in Condominium Map No. 1455.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
7	604,721	604,437	8
8	604,437	604,721	7
9	640,936	640,936	9

**END OF EXHIBIT "A-6"**

**EXHIBIT "A-7"**  
**(HU'ELANI, Phase 7A)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 7A" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lot 15260 area approximately 0.509 acre, as shown on Map 1175, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated May 6, 2004 and recorded in said Office of the Assistant Registrar as Document No. 3108463 and as shown in Condominium Map No. 1630.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
2	710,194	709,071	6
3	712,399	710,194	2
4	710,195	710,195	4
6	709,071	712,399	3

**END OF EXHIBIT "A-7"**

**EXHIBIT "A-8"**  
**(HU'ELANI, Phase 7B)**

**ALL** of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 7B" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 13413-B**, area approximately 10,316 square feet, as shown on Map 1085, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated July 2, 2001 and recorded in said Office of the Assistant Registrar as Document No. 2719448 and as shown in Condominium Map No. 1422.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
10	604,910	589,801	11
11	589,801	604,910	10

**END OF EXHIBIT "A-8"**

**EXHIBIT "A-9"**  
**(HU'ELANI, Phase 9)**

**ALL** of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 9" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15266**, area approximately 1.049 acres, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated November 6, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3024399 and as shown in Condominium Map No. 1586.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
39	675,126	675,124	43
40	675,125	675,125	40
43	675,124	675,126	39
44	675,397	675,397	44
45	676,546	675,928	47
46	676,864	676,546	45
47	675,928	676,864	46

**END OF EXHIBIT "A-9"**

**EXHIBIT "A-10"**  
**(HU'ELANI, Phase 10)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 10" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 13481**, area approximately 0.309 acre, as shown on Map 1037, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated April 5, 2001 and recorded in said Office of the Assistant Registrar as Document No. 2695977 and as shown in Condominium Map No. 1408.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
41	587,786	587,786	41
42	666,807	666,807	42

**END OF EXHIBIT "A-10"**

**EXHIBIT "A-11"**  
**(HU'ELANI, Phase 11)**

**ALL** of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 11" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15264**, area approximately 1.037 acres, as shown on Map 1175, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated September 30, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3004322 and as shown in Condominium Map No. 1571.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
48	670,081	669,560	53
49	669,885	669,822	50
50	669,822	669,884	52
51	670,024	669,885	49
52	669,884	670,024	51
53	669,560	670,081	48

**END OF EXHIBIT "A-11"**

**EXHIBIT "A-12"**  
**(HU'ELANI, Phase 12)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 12" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lot 15265, area approximately 0.309 acre; and  
Lot 15268, area approximately 0.589 acre, both as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated November 4, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3022803 and as shown in Condominium Map No. 1584.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
54	674,642	674,264	58
55	709,019	674,640	57
56	675,926	674,642	54
57	674,640	674,954	59
58	674,264	675,926	56
59	674,954	709,019	55

**END OF EXHIBIT "A-12"**

**EXHIBIT "A-13"**  
**(HU'ELANI, Phase 13)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 13" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15267**, area approximately 0.982 acre, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated October 6, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3026350 and as shown in Condominium Map No. 1587.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
60	678,719	677,421	64
61	677,841	677,422	62
62	677,422	677,755	66
63	677,913	677,841	61
64	677,421	677,912	65
65	677,912	677,913	63
66	677,755	678,719	60

**END OF EXHIBIT "A-13"**



**EXHIBIT "A-14"**  
**(HU'ELANI, Phase 14)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 14" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lot 15269, area approximately 1.039 acres, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated December 3, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3039862 and as shown in Condominium Map No. 1594.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
67	684,289	681,054	70
68	686,262	682,289	72
69	706,336	683,525	71
70	681,054	683,587	73
71	683,525	684,289	67
72	682,289	686,262	68
73	683,587	706,336	69

**END OF EXHIBIT "A-14"**

**EXHIBIT "A-15"**  
**(HU'ELANI, Phase 15)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 15" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lot 15270, area approximately 1.040 acres, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated December 12, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3047432 and as shown in Condominium Map No. 1596.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
74	688,287	686,490	76
75	690,146	687,495	79
76	686,490	688,041	77
77	688,041	688,287	74
78	689,024	689,024	78
79	687,495	689,025	80
80	689,025	690,146	75

**END OF EXHIBIT "A-15"**

**EXHIBIT "A-16"**  
**(HU'ELANI, Phase 16)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 16" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lot 15271, area approximately 0.886 acre, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated December 12, 2003 and recorded in said Office of the Assistant Registrar as Document No. 3047437 and as shown in Condominium Map No. 1597.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
81	693,406	693,406	81
82	693,789	693,786	83
83	693,786	693,789	82
84	694,047	694,005	86
85	694,249	694,047	84
86	694,005	694,249	85
87	694,993	694,993	87

**END OF EXHIBIT "A-16"**

**EXHIBIT "A-17"**  
**(HU'ELANI, Phase 17)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 17" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15272** area approximately 1.039 acres, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated May 27, 2004 and recorded in said Office of the Assistant Registrar as Document No. 3117826 and as shown in Condominium Map No. 1636.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
88	706,040	705,305	89
89	705,305	706,040	88
90	706,043	706,041	92
91	706,042	706,042	91
92	706,041	706,043	90
93	706,522	706,519	94
94	706,519	706,522	93

**END OF EXHIBIT "A-17"**

**EXHIBIT "A-18"**  
**(HU'ELANI, Phase 18)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 18" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lot 15273**, area approximately 0.764 acre, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated June 17, 2004 and recorded in said Office of the Assistant Registrar as Document No. 3125655 and as shown in Condominium Map No. 1643. Said Declaration and Condominium Map were amended by Document No. 3133975.

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
95	707,947	707,947	95
96	708,380	708,375	98
97	708,376	708,376	97
98	708,375	708,380	96
99	708,529	708,529	99
100	709,231	709,231	100

**END OF EXHIBIT "A-18"**

**EXHIBIT "A-19"**  
**(HU'ELANI, Phase 19)**

ALL of the premises comprising that certain condominium project known as "HU'ELANI, PHASE 19" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lot 15274 area approximately 0.278 acre, as shown on Map 1176, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated June 22, 2004 and recorded in said Office of the Assistant Registrar as Document No. 3127899 and as shown in Condominium Map No. 1644.

Being the land described in Land Court Certificate of Title Nos.:

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
101	708,842	708,842	101
102	709,691	709,691	102

**END OF EXHIBIT "A-19"**