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Tax Map Key: (1) 2-1-4-40

Condominium Map No. 199 (Land Court)
 342 (Bureau of Conveyances)

**AMENDMENT AND SECOND RESTATEMENT OF DECLARATION OF CONDOMINIUM
 PROPERTY REGIME OF THE ASSOCIATION OF OWNERS OF KUKUI PLAZA**

WHEREAS, by Declaration of Horizontal Property Regime (which included Bylaws of the Association as an Exhibit) dated March 13, 1974, filed in the Office of the Assistant Registrar at the Land Court of the State of Hawaii as Document Nos. 673405 and 673406 and noted on the Certificates of Title shown on the attached Exhibit "1," and also recorded at the Bureau of Conveyances in Liber 9789, Page 245, the City and County of Honolulu, the Honolulu Redevelopment Agency and Oceanside Properties did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended;

WHEREAS, a Second Amended Declaration of Horizontal Property Regime dated January 9, 1976 was filed in the Office of the Assistant Registrar at the Land Court of the State of Hawaii as Document No. 750234 and also recorded at the Bureau of Conveyances in Liber 11171, Page 312;

WHEREAS, simultaneously with the recording of the Declaration, the City and County of Honolulu, the Honolulu Redevelopment Agency and Oceanside Properties also filed the Bylaws of the Association of Owners of Kukui Plaza and plans describing the improvements to the project as Condominium Map Number 199, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and Condominium Map Number 342, filed with the Bureau of Conveyances of the State of Hawaii; and

WHEREAS, the Declaration provided for the organization and operation of the Association of Owners of Kukui Plaza (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, the Association was incorporated on February 14, 2000 under Chapter 415B, Hawaii Revised Statutes, as the Association of Owners of Kukui Plaza; and

WHEREAS, the Declaration was restated by "Restated Declaration of Condominium Property Regime of the Association of Owners of Kukui Plaza" dated December 1, 1989 (the "First Restated Declaration") filed as Land Court Document Number 1689118 and noted on Transfer Certificate Number 174791, and also recorded in Liber 23964 at Page 412; and

WHEREAS, the Bylaws were restated by "Restated Bylaws of the Association of Owners of Kukui Plaza" dated December 1, 1989 (the "First Restated Bylaws"), filed as Land Court Document Number 1689119 and also recorded in Liber 23964 at Page 460; and

WHEREAS, pursuant to Section 514B-32(a)(11) of the HRS and Paragraph 20.0 of the Declaration, as amended, owners of at least sixty-seven percent (67%) of the common interest of Kukui Plaza gave their approval to amending Paragraphs 6.0 and 14.0 of the Declaration and adding a new Paragraph 13.3, each to read as provided herein;

WHEREAS, HRS Section 514B-109 authorizes the Board of Directors of the Association established by the Bylaws to restate the Declaration to include in it any amendments and to conform their provisions to the provisions of HRS Chapter 514B 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 July 15, 2015, the Board of Directors resolved to restate the Declaration, pursuant to HRS Section 514B-109, in the manner set forth herein;

NOW THEREFORE, the Declaration of the Association of Owners of Kukui Plaza is restated to read as follows:

**AMENDMENT AND SECOND RESTATEMENT OF DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF THE ASSOCIATION OF OWNERS OF KUKUI PLAZA**

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1.0 SUBMISSION TO CONDOMINIUM PROPERTY REGIME.

By Declaration of Horizontal Property Regime of Kukui Plaza dated March 13, 1974, filed as Land Court Documents Numbers 673405 and 473406 and also recorded at the Bureau of Conveyances in Liber 9789, Page 245, Grantors submitted the land described in the attached Exhibit "A" and the improvements constructed thereon as described to the provisions of Chapter 514 (which has been recodified as Chapter 514B), Hawaii Revised Statutes, as amended, now known as the Condominium¹ Property Act, and established a Condominium Property Regime with respect to said land and said improvements, known as "KUKUI PLAZA", and in furtherance thereof made the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declared that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the declarations, restrictions and conditions set forth herein and in the Bylaws which were initially recorded simultaneously with this Declaration, but are now recorded separately, as the same may from time to time be amended, which declarations, restrictions and conditions shall constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns.²

2.0 DESCRIPTION OF LAND.

The land is located and bounded within Kukui Street, Fort Street, Beretania Street and Nuuanu Avenue in the City and County of Honolulu, State of Hawaii, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as "land".

3.0 DESCRIPTION OF THE PROJECT.

The project consists of buildings constructed principally of reinforced concrete, steel, aluminum and glass. There are two multi-story towers designated as the Ewa Tower and the Diamond Head Tower and a six-level parking structure containing commercial, parking and recreational facilities. The buildings were constructed in accordance with plans and specifications certified by Daniel, Mann, Johnson, & Mendenhall, architects, and Donald Wolbrink & Associates, Inc., planners and landscape architects.

The two towers contain a total of 908 apartment units. The Ewa Tower is located at the corner of Beretania Street and Nuuanu Avenue and contains 448 apartment units. The Diamond Head Tower is located at the corner of Kukui Street and Fort Street and contains 460 residential apartment units.

The 1,807 parking stall units are contained in the six-level parking structure. The first and second parking levels are collectively referred to herein as the Lower Level Parking and the third, fourth and fifth parking levels are collectively referred to herein as the Upper Level Parking.

There are 44 commercial space units in the project.³

The garden deck is comprised of all of the surface area located on the sixth level of the parking structure and all of the improvements, landscaping and facilities located therein.

4.0 DIVISION OF PROJECT.

The project is hereby divided into the following freehold estates:

- a. 908 apartment units.
- b. 1,807 parking stall units.
- c. 44 commercial space units.⁴

Each such estate is also sometimes referred to herein as a “unit”, which means an apartment unit, a parking stall unit or a commercial space unit as more particularly described in this Declaration, depending on the context.

4.1 Description of Apartment Units.

There are nine types of apartment units in the project and the following schedule indicates how many apartments there are of each type and the approximate floor area and lanai area, if any.

Apartment Type	Number of Bedrooms	Ewa Tower	Diamond Head Tower	Total	Approximate Floor Area	Approximate Lanai Area
A	1	268	276	544	615	None
A-1	1	60	62	122	605	None
B	2	28	28	56	1000	145
B-1	2	1	0	1	1000	104
B-2	2	0	2	2	1000	113
C	2	58	61	119	888	None
C-1	2	2	1	3	888	None
D	3	23	22	45	1198	158
D-1	3	8	8	16	1314	158
		448	460	908		

a. One-Bedroom Apartment Units.

There are 666 one-bedroom apartments composed of types “A” and “A-1” and each type contains a living-dining room, one bedroom, dressing area with a walk-in closet, one bathroom and a kitchen.

b. Two-Bedroom Apartment Units.

There are 181 two-bedroom apartments composed of types “B”, “B-1”, “B-2”, “C” and “C-1” and each type contains a living-dining room, two bedrooms, a walk-in closet, one bathroom with dressing area and a kitchen.

c. Three-Bedroom Apartment Units.

There are 61 three-bedroom apartments composed of types “D” and “D-1” and each type contains a living-dining room, three bedrooms, a walk-in closet, two bathrooms and a kitchen.

d. Numbering of the Apartment Units.

In the Ewa Tower there are 7 apartment units on the second and third floors, 14 on the fourth floor and 15 on each floor from the fifth through the thirty-second. Each apartment unit has been given an apartment number preceded by an "E" followed by the number of the floor on which the apartment is located and then by a two digit number which indicates the apartment type as set forth below (for example: E-202 or E-3201).

In the Diamond Head Tower there are 5 apartment units on the first floor, 6 on the second floor, 14 on the third floor and 15 on each floor from the fourth through the thirty-second. Each apartment unit has been given an apartment number preceded by a "D" followed by the number of the floor on which the apartment is located and then by a two-digit number which indicates the apartment type as set forth below (for example: D-202 or D-3201).

Type "A" apartment unit numbers end in 03, 04, 05, 06, 07, 08, 09, 10 or 11.

Type "A-1" apartment unit numbers end in 12 or 13.

Type "B", "B-1" and "B-2" apartment unit numbers end in 01.

Type "C" and "C-1" apartment unit numbers end in 14 or 15.

Type "D" and "D-1" apartment unit numbers end in 02.

e. Apartment Access.⁵

Each of the apartment units in the Ewa Tower has access to hallways which lead to elevators, elevator access to the elevator lobbies and walkways which lead to the parking structure and Nuuanu Avenue entry. Each of the apartment units in the Diamond Head Tower has access to hallways which lead to elevators, elevator access to the elevator lobbies on elevations 49.5 and 24.0, and walkways which lead to the parking structure and Fort Street entry.

4.2 Description of Parking Stall Units.

There are 1,807 parking stalls located in the lower five levels of the six-level parking structure. There are 1,638 regular size parking stalls and 169 compact stalls. With respect to Lower Level Parking, on the first level there are 378 regular and 78 compact stalls for a total of 456 stalls, and on the second level there are 361 regular and 79 compact stalls for a total of 440 stalls. With respect to Upper Level Parking, on the third level there are 427 regular stalls and 8 compact stalls for a total of 435 stalls; on the fourth level there are 254 regular stalls and 2 compact stalls for a total of 256 stalls; and on the fifth level there are 218 regular stalls and 2 compact stalls for a total of 220 stalls. Each parking stall shall be a separate unit. Each of the parking stalls located on the various levels will have direct access to the driveways which lead to the entry ways and exits of the parking structure which lead into the public streets.

The following stalls are located on the levels as indicated:

Stall Nos.	1001 to 1456, inclusive:	First Level
Stall Nos.	2001 to 2367, inclusive,	
	and 2372 to 2444, inclusive:	Second Level
Stall Nos.	3001 to 3435, inclusive:	Third Level
Stall Nos.	4001 to 4256, inclusive:	Fourth Level

Stall Nos. 5001 to 5220, inclusive: Fifth Level

The compact stalls are listed in Exhibit "C" attached hereto and made a part hereof. All other parking stall units are regular stalls. All parking stall units are covered units except for those units listed and designated in Exhibit "C" as uncovered units.

4.3 Description of Commercial Space Units.

There are 44 commercial space units.⁶ The 5 units in the Ewa Tower are designated as C-101 through C-105, inclusive. The 4 units in the Diamond Head Tower are designated as C-106 through C-109, inclusive. There are 21 units located on two levels of the six-level parking structure which is situated between the two residential apartment towers.⁷ The 7 units on the first commercial level are designated as C-117A through C-119C, inclusive.⁸ The 14 units on the second commercial level are designated as C-208A through C-211E, inclusive.⁹ There are 14 units located on two levels of the six-level parking structure and on two levels of the Ewa Tower. The 7 units on the first commercial level and the Ewa Tower are designated as C-110 through C-116, inclusive. The 7 units on the second commercial level and the Ewa Tower are designated as C-201 through C-207, inclusive. Each commercial space unit shall be a separate unit. Each of the units has access via malls, stairs, plazas, walks, driveways or elevators to the adjacent public streets.

4.4 Number and Identification of Units.

Each unit referred to herein is numbered on the Condominium Map and as set forth elsewhere in this Declaration or in Exhibits "B", "C" and "D", which are attached hereto and incorporated herein by reference and which refer to apartment units, compact and uncovered parking stall units and commercial space units, respectively.

4.5 Limits of Apartment Units.

Each apartment shall include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all non-load-bearing walls and partitions and the inner decorated or finished surfaces of all walls, floors and ceilings within the perimeter walls of the apartment unit, including paint, wallpaper or the like, carpeting, floor covering and built-in fixtures, and the adjacent lanai, if any. Additionally, an apartment unit which has a lanai shall include the sliding doors, windows and glass walls and the frames thereof which separate the lanai from the rest of the apartment unit. The configuration within the apartment unit as well as the interior walls and partitions cannot be altered in any manner without prior written approval of the Board of Directors of the Association of Owners. The respective apartment units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls. The unfinished surfaces of the floors and ceilings surrounding each apartment unit or any pipes, wires, conduits or other utility lines running through the apartment unit which are utilized for or serve more than one apartment unit are deemed common elements. The glass windows and the entrance door on the perimeter of an apartment unit are deemed common elements, but a partial or total lanai enclosure shall not be deemed a common element.¹⁰

4.6 Limits of Parking Stall Units.

Each regular parking stall unit shall have a minimum width of 8 feet 6 inches and a minimum length of 19 feet and each compact parking stall unit, which is designated by a "C"

on the Condominium Map, shall have a minimum width of 7 feet 6 inches and a minimum length of 16 feet. Each parking stall unit shall include the space within its respective boundaries and shall include the air space up to a height, measured perpendicularly from the floor, of 6 feet 6 inches from the floor.

4.7 Limits of Commercial Space Units.

Each commercial space unit shall include the space within its boundaries as indicated on the Condominium Map and shall be deemed to include all of the non-loadbearing walls and partitions within its perimeter walls and the inner decorated or finished surfaces of all walls and floors within its perimeter walls up to a height of ten feet, three inches from the floor, or in those units in which the ceiling is concrete slab, up to such concrete slab. Additionally, the exterior boundary of each commercial space unit is deemed to include the undecorated or unfinished surfaces of the interior perimeter wall or interior load-bearing walls, including all glass walls, and the furred ceiling or undecorated or unfinished surface of the concrete slab ceiling of such unit, as the case may be. The unfinished surfaces of the floors of each commercial space unit and any pipes, wires, conduits, or other utility lines running through the unit which are utilized for or which serve more than one commercial space unit are deemed common elements.

5.0 **COMMON ELEMENTS.**

5.1 Common Elements.

The common elements for the project will include the limited common elements described in Paragraph 5.2 below and all other portions of the land improvements, excluding those areas and items defined as a part of unit in Paragraphs 4.0 through 4.7, inclusive. The common elements shall also include the following:

- a. The land described in Exhibit "A".
- b. The Manager's office and the security room on the first floor of the Ewa Tower.
- c. On the ground floor of the Diamond Head Tower, the manager's office, the storage room designated as DS-2, the room designated as DS-1, the employees' room designated as DS-3 and the lavatories and toilets.
- d. The rooms on the second floor of the Diamond Head Tower designated as "Meeting Rm." and "Association Storage" on the Condominium Map.
- e. The room designated as "Garage Maintenance" on Sheet No. 3 of the Condominium Map.
- f. Those areas in the Lower Level Parking and Upper Level Parking which are approximately the same size as parking stall units but which have not been so designated, which areas are reserved for the use of all units in the project in a manner to be determined by the Board, which shall have control of the same.

- g. The electrical room and telephone room shown on Sheet No. 4 and the maintenance shop shown on Sheet No. 5 of the Condominium Map.

5.2 Limited Common Elements and Expenses.

Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain units, and such units shall have appurtenant thereto exclusive easements for the use of such limited common elements.

a. The following designated common elements are reserved for the exclusive use of and are appurtenant to all of the apartment units in the Ewa Tower, except as otherwise provided:

- (1) All central installations for services such as power, light and hot and cold water, all elevators with their appurtenant equipment and housings, tanks, pumps, motors, fans, ducts, chases, corridors, stairways, walls and roof which are in or form a part of and are designed for the exclusive use of the apartment units in the Ewa Tower.
- (2) The room designated as "Ewa Tower Maintenance" and the adjacent corridor shown on Sheet No. 3 of the Condominium Map.
- (3) The rooms designated as ES-1, ES-2, ES-3, ES-4, ES-5 and ES-6 on Sheet No. 3 of the Condominium Map.
- (4) The lobby and mail cove located on the ground floor of the Ewa Tower.
- (5) The elevator lobby and corridor of each floor of the Ewa Tower, beginning with the second floor, shall be for the exclusive use of the apartment units on each respective floor, except that those floors affording access to parking stall units and the Garden Deck, shall be subject to easements for such access.
- (6) The laundry room on each floor shall be for the exclusive use of the apartment units on the respective floor.
- (7) The rooms containing mechanical, electrical, telephone and television apparatus on any floor of the Ewa Tower.
- (8) The room or rooms designated for storage on any floor of the Ewa Tower.

- (9) The trash room located in the Ewa Tower; provided, however, that Commercial Space Units 101 through 105, inclusive, shall have the right to use the trash room.

b. The following designated common elements are reserved for the exclusive use of and are appurtenant to all of the apartment units in the Diamond Head Tower, except as otherwise provided (the designation of floors in the Diamond Head Tower in this Declaration is in accordance with the designations contained in the Condominium Map):

- (1) All central installations for services such as power, light and hot and cold water, all elevators with their appurtenant equipment and housings, tanks, pumps, motors, fans, ducts, chases, corridors, stairways, walls and roof which are in or form a part of and are designed for the exclusive use of the apartment units in the Diamond Head Tower.
- (2) The rooms designated as "D. H. Tower Maintenance" on the first floor of the Diamond Head Tower.
- (3) The storage rooms on the first floor of the Diamond Head Tower designated as DS-101, DS-102, DS-103, DS-104, DS-105 and DS-106 and on the second floor of the Diamond Head Tower designated as DS-201, DS-202, DS-203, DS-204, DS-205, DS-206, DS-207 and DS-208.
- (4) The lobby and mail cove located on the ground floor of the Diamond Head Tower.
- (5) The elevator lobby and corridor of each floor of the Diamond Head Tower, beginning with the third floor, shall be for the exclusive use of the apartment units on each respective floor, except that those floors affording access to parking stall units and the Garden Deck shall be subject to easements for such access.
- (6) The laundry room on each floor shall be for the exclusive use of the apartment units on the respective floor.
- (7) The rooms containing mechanical, electrical, telephone and television apparatus on any floor of the Diamond Head Tower.
- (8) The room or rooms designated for storage on any floor of the Diamond Head Tower.
- (9) The trash room located in the Diamond Head Tower; provided, however, that Commercial Space Units 106 through 109, inclusive, shall have the right to use the trash room.

c. The following common elements are reserved for the exclusive use of and are appurtenant to all of the commercial space units:

- (1) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, cold and hot water, refuse and telephone, which are in or form a part of and are designated for the exclusive use of the commercial space units.
- (2) All of the areas adjacent to the commercial space units and designated as Plaza #1, Plaza #2, and Malls #1 through #4 on the first commercial level and as Malls #5, #6, and #7 on the second commercial level.
- (3) The restrooms, utility room and trash room, shown on Sheet No. 4 of the Condominium Map and the mechanical room in the Diamond Head Tower also shown on said Sheet No. 4; provided, however, that the trash room shall also serve for the deposit and removal of trash from the Garden Deck.
- (4) The loading dock and driveway shown on said Sheet No. 4; subject, however, to the rights of owners of apartment space units to use these facilities under such terms and conditions as may be contained in the Commercial Space Rules.
- (5) The restrooms, trash room and mechanical room shown on Sheet No. 5 of the Condominium Map.
- (6) The skylight over a portion of the commercial area.
- (7) Air conditioning, chilled water system and related equipment and rooms in which such equipment is located.
- (8) The freight elevator and appurtenant equipment.
- (9) The service corridors connecting the various utility rooms on the first and second commercial levels; subject, however, as to these corridors, to rights of access in favor of persons furnishing janitorial and security services for other portions of the project.

d. The following designated common elements are reserved for the exclusive use of and are appurtenant to all of the parking stall units of the Lower Level Parking:

- (1) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, cold and hot water, refuse and telephone, which are in or form a part of and are designated for the exclusive use of the Lower Level Parking.

- (2) The three elevators serving levels one and two and all appurtenant equipment, shafts and housings, and the elevator machine room located on level one; provided, however, that the owners of the commercial space units shall have the right to place signs and advertisements in said three elevators.
- (3) The driveways and ramps of the first and second levels of the parking building, except that the owners of parking space units on the third, fourth and fifth levels of the parking building shall have an easement for ingress and egress to and from such units over those portions of the driveways on the second level which are outlined on the Condominium Map.

e. The following designated common elements are reserved for the exclusive use of and are appurtenant to all of the parking stall units of the Upper Level Parking:

- (1) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, cold and hot water, refuse and telephone, which are in or form a part of and are designated for the exclusive use of the Upper Level Parking.
- (2) The driveways and ramps on levels three, four and five.

f. The stairs and stairwells designated on the Condominium Map as P-1 through P-11 shall be appurtenant to those parking stall units and commercial space units which they are designed to serve; of these P-3, P-4, P-6, P-8 and P-9 are also designed to serve the Garden Deck.

g. The various vent shafts and fan rooms shown on the Condominium Map are structures and rooms housing fans and other related equipment which are part of an air circulation system designed to provide ventilation for the various levels of the parking structure. Certain of these vent shafts, fan rooms and exhaust apparatus are designed to serve only certain parking levels and are, therefore, reserved for the exclusive use of and are appurtenant to all parking stall units on the parking level which they are designed to serve, as follows:

- (1) The first, second and third parking levels are served by the following: the fan room on the second commercial level in Vent Shaft #1; Vent Shaft #3; the fan rooms on the fourth and fifth parking levels in Vent Shafts #6 and #7; the grill at the top of Vent Shaft #8; the fan room in and the grill at the top of Vent Shaft #9.
- (2) The first and second parking levels are served by the large fan located in Vent Shaft #8.

- (3) The third parking level is served by the smaller fan located in Vent Shaft #8 and the grill facing Beretania Street.
- (4) The first through fourth parking levels are served by the fan room in Vent Shaft #4.
- (5) The first through fifth parking levels are served by the fan room in Vent Shafts #2, #5 and #10.

The right is hereby reserved unto the owners of the commercial space units to install exhaust ducts and other related apparatus within the vent shafts, provided that such installations do not substantially or adversely affect the functioning of the respective shaft.

h. The Garden Deck is reserved for the exclusive use of and is appurtenant to all apartment units in the Ewa Tower and Diamond Head Tower.

i. In addition to the limited common elements described in this Paragraph 5.2, all fixtures that serve only one apartment (including, but not limited to, the glass windows and the entrance door on the perimeter of an apartment unit) are limited common elements appurtenant to this apartment only. The limited common elements shall also include the parts of the project designated as limited common elements by Section 514B-35 of the Hawaii Revised Statutes, as amended.¹¹

6.0 COMMON INTEREST.

Each unit shall have appurtenant thereto an undivided percentage interest in all common elements of the project (herein called the "common interest") as set forth in Exhibits "B" and "D" attached hereto and incorporated herein by reference, relating to apartment units and commercial space units, respectively, and the undivided percentage interest appurtenant to each parking stall unit shall be .007186%, except for Parking Stall No. 3042, which shall have an interest of .007084%. Each unit shall have a proportionate share equal to its common interest in the common expenses of the project (except for (a) expenses related to limited common elements and (b) fees and charges for the use, rental, or operation of the common elements), and for all other purposes, including voting on issues of common concern.¹²

7.0 EASEMENTS.

Each unit shall have appurtenant thereto and be subject to nonexclusive easements in the common elements designed for the purpose of ingress to or egress from, utility service for and support, maintenance and repair of each unit, and in the other common elements for use according to their respective purposes subject to:

a. The right of the Board, upon the approval of the owners of sixty-seven per cent (67%) of the common interests, to amend this Declaration to change the use of the common elements, provided that changing common element open spaces or landscaped spaces to other uses shall not require an amendment to this Declaration.¹³

b. The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements which are not actually used by any of the owners for a purpose permitted in this Declaration, as determined by the Board; provided that unless the approval of the owners of sixty-seven per cent (67%) of the

common interest is obtained, any such lease shall not have a term exceeding five years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty days written notice.¹⁴

c. The right of the Board to lease or otherwise use for the benefit of the Association those common elements not falling within subparagraph (b) above, upon obtaining: (1) the approval of the owners of sixty-seven per cent (67%) of the common elements, including all directly affected owners and all owners of units to which such common elements are appurtenant in the case of limited common elements, and (2) approval of all mortgagees of record on units with respect to which owner approval is required by (1) above, if such lease or use would be in derogation of the interest of such mortgagees.

d. The exclusive use of the limited common elements as provided herein.¹⁵

If any part of the common elements or limited common elements encroaches upon any unit or if any unit encroaches upon a common element or a limited common element, a valid easement for such encroachment and the maintenance thereof so long as it continues shall and does exist. In the event any portion of any unit shall be partially or totally destroyed and then rebuilt, minor encroachments on parts of the common elements or limited common elements due to such construction shall be permitted. The Association shall have the right, to be exercised by its Board of Directors or the managing agent, to enter each unit from time to time during reasonable hours as may be necessary for the safety and operation of the project or at any time for making emergency repairs therein necessary to prevent damage to any unit or common element or limited common element.¹⁶ All common and limited common elements shall be subject to such easements as shall be required for access by persons over, across and through such elements. In addition, the corridors of each floor in each apartment tower shall be subject to easements for access to the mechanical, electrical, telephone and other utility service rooms by such persons as shall require access thereto for checking, maintenance and repair.

8.0 ALTERATION AND TRANSFER OF INTEREST.

The common interest and easements appurtenant to each unit shall have a permanent character and shall not be altered without the consent of all owners of units affected thereby as expressed in an amendment to this Declaration duly recorded and shall not be separated from such unit and shall be deemed conveyed or encumbered with such unit even though not expressly mentioned or described in the conveyance or other instrument. A commercial space contiguous to another commercial space may be combined and used as a combined area. A commercial space may be partitioned for different commercial uses and different owners. A parking stall may be separately sold, leased, conveyed or otherwise transferred as a separate unit but only to an owner of an apartment unit, a commercial space unit or the City. The common elements shall remain undivided and no right shall exist to partition or divide any parts thereof as provided by the Condominium Property Act.

9.0 USES.

9.1 Apartment Units.

The apartment units are intended and shall be used primarily for residential uses, including the rental of apartment units from time to time, subject to such limitations as may be

contained herein or in the Bylaws of the Association and House Rules which may be adopted from time to time governing the use of apartment units.

a. The use of an apartment unit as a time sharing unit is prohibited. As used herein, the term "time sharing" shall mean any arrangement or program whereby the possession, use, or occupancy of an apartment unit is shared by four (4) or more persons in terms of specified time periods, on either a fixed or floating schedule, on the basis of a written arrangement, including, but not limited to membership in a club or association (or ownership of shares in a corporation) or by a series of deeds or assignments which assign specified time periods of possession, use, or occupancy; however, nothing herein shall prohibit or restrict the bona fide ownership of an apartment unit by a corporation, partnership, joint venture, or hui whereby the ownership or right of possession, use, or occupancy is not shared in terms of specified time periods on either a fixed or floating schedule. In those cases where an apartment unit is owned by a corporation or entity (other than a corporation or other entity formed for time sharing purposes) such corporation or other entity shall be limited to not more than one (1) complete change of physical occupancy of such apartment unit every ninety (90) days.

b. The use of an apartment unit for a "short-term rental business" is prohibited. As used herein, the phrase "short-term rental business" shall mean the practice, on more than one occasion during any one year period, of offering to the general public, by advertising, or by the use of a broker, or by a general mailing, to rent, lease, or otherwise permit occupancy of an apartment unit by another for consideration for a period of less than ninety (90) days.¹⁷

9.2 Parking Stall Units.

The parking stall units are intended and shall be used for the parking of motor vehicles, subject to such limitations as may be contained herein or in the Bylaws of the Association and Garage Rules which may be adopted from time to time governing the use of the parking stalls.

9.3 Commercial Space Units.

The commercial space units are intended and shall be used primarily for commercial uses and for offices. The commercial space units shall be subject to such limitations as may be contained herein or in the Bylaws of the Association and Commercial Building Rules which may be adopted from time to time.

10.0 SALE, LEASING OR OTHER ALIENATION OF HRA UNITS.

There are 227 apartments which are set forth in Exhibit "E" attached hereto and incorporated herein by reference, which are apartments to be sold, leased or otherwise alienated according to the provisions set forth herein for a ten-year period following the date of the first occupancy of each said apartment covered by these provisions. The valuation of each said apartment is established and set forth in Exhibit "E" hereto and incorporated herein by reference. The following provisions in this Paragraph 10 govern the occupancy and disposition of said 227 HRA units.

10.1 Buyer's Representation.

Buyer represents that Buyer is a bona fide resident of the City and County of Honolulu as of the date of the conveyance of the apartment to Buyer.

10.2 Use of Apartment Unit.

a. Primary Residence.

The apartment unit will be used as Buyer's primary residence and will not be rented to a third party.

b. Occupancy Limit.

One bedroom apartments will be occupied by not less than one person; two bedroom apartments will be occupied by not less than three persons; and three bedroom apartments will be occupied by not less than four persons; save and except that in the event of the death of a member of the household the minimum occupancy of the net requirement shall be waived. The minimum occupancy requirements shall be in effect for the first three years following the conveyance of the apartment to Buyer. The maximum occupancy limits shall be established by law.

c. Observance of Regulations.

Buyer and all occupants will abide by: (i) the Declaration of Condominium Property Regime, Bylaws and House Rules of the Association of Owners of the project; (ii) all other applicable laws and regulations; and (iii) pay when the same become due, all maintenance charges, assessments, taxes, and other outgoings of any nature applicable to the unit.

10.3 Procedure Upon Default.

Upon failure by Buyer to comply with any of the provisions set forth in 10.1 or 10.2 hereof, the following procedures will be followed:

a. Notice of Default to be given either by the Managing Agent or any officer of the Association of Owners in writing pursuant to the Bylaws;

b. Upon failure of the Buyer to remedy the violation as requested in (a) above, then the matter shall be brought to the attention of HRA and HRA will then issue a written 10-day notice by certified mail to the Buyer giving the Buyer the right to take the corrective action and advising the Buyer that the apartment unit will be repurchased by the HRA or its designee (i) at the valuation established for each respective apartment as set forth in Exhibit "E" attached hereto and incorporated herein by reference, and (ii) the date when the repurchase will take place;

c. The Buyer having failed to remedy the default then the HRA or its designee shall have the right (i) to change the locks of the unit; (ii) take physical possession of the unit and (iii) if within 10 days thereafter, the Buyer does not remove his personal belongings and effects the HRA or its designee may store the same at any place it deems appropriate and after 20 days sell the same to recover all costs and expenses incurred including reasonable attorney's fees. If no sale can be made, then the personal effects can either be given away or thrown away.

10.4 Sale of the Unit.

In the event that Buyer has observed the terms hereof and is not in violation thereof then the Buyer may, subject to the terms of Paragraph 10 of the Declaration, sell or otherwise dispose of the apartment unit described above after first offering it for sale in writing to the HRA or its successor upon the following terms and conditions:

- a. At the original contract sales price within the first two years of occupancy,
- b. At the original contract sales price plus six percent within the third year of occupancy,
- c. At the original contract sales price plus eight percent within the fourth year of occupancy,
- d. At the original contract sales price plus ten percent within the fifth year of occupancy,
- e. At the original contract sales price plus twelve percent within the sixth year of occupancy,
- f. At the original contract sales price plus fourteen percent within the seventh year of occupancy,
- g. At the original contract sales price plus sixteen percent within the eighth year of occupancy,
- h. At the original contract sales price plus eighteen percent within the ninth year of occupancy,
- i. At the original contract sales price plus twenty percent within the tenth year of occupancy.

10.5 Non-Exercise by HRA to Purchase.

In the event that the HRA or its designee fails to repurchase the unit within thirty (30) days from date of Buyer's written notice of Buyer's intention to sell on the basis defined herein, then Buyer may sell or otherwise dispose of the unit with no restriction.

10.6 Repurchase Period.

After the first 10 years from the initial conveyance or transfer of the unit to the Buyer, the right to repurchase by the HRA shall expire and the Buyer is then free to sell or otherwise dispose of the unit with no restriction.

10.7 Binding Effect.

The restrictions of this Paragraph 10 shall continue in full force and effect notwithstanding the conveyance or transfer of the unit to the Buyer and shall be binding upon

the respective parties, their heirs, executors, administrators, successors and assigns, as the case may be.

10.8 Gift of Apartment.

Any apartment unit owner other than Oceanside who wishes to make a gift of its apartment or any interest therein, or wishes to transfer its apartment or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would be heirs at law of the apartment owner under the rules of descent of the State of Hawaii were said apartment unit owner to die within 60 days prior to the contemplated date of such gift or other transfer shall give to the HRA not less than 60 days written notice of its intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or transfer, the intended donee or transferee and the terms in detail of such proposed gift or other transfer and such other information as the HRA shall reasonably require. The HRA shall have the first right and option to purchase said apartment or interest therein for cash at the valuation set forth herein, the proceeds of which shall be disbursed as directed by the donor. In the event that the HRA does not exercise such right then the gift shall be completed.

10.9 Devise of a Unit.

In the event that any apartment unit owner leaves a will devising his or her apartment or any interest therein to any person or persons not heirs at law of the deceased apartment owner under the rules of descent of the State of Hawaii and said will is admitted to probate, the HRA shall have an option to purchase said apartment or any interest therein from the date of the death of the deceased apartment owner from the devisee by said will from the personal representative made therein for the valuation as provided herein. The HRA's right to purchase the unit or interest therein at the foregoing price shall expire 60 days after the will is admitted to probate.

10.10 Judicial Sale.

In the event any unit or interest therein is contemplated to be sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person attempting to make such judicial or execution sale, shall first give 30 days written notice to the HRA of its intention so to do, whereupon the HRA shall have an irrevocable option to purchase such unit or interest therein at the valuation as provided herein. If said option is not exercised by the HRA within said 30 days after receipt of such notice, then the person pursuing the judicial or execution sale may then set the time for the judicial or execution sale which shall be open to any person so desiring to purchase. The person acquiring the unit at such judicial or execution sale shall not be then subject to any further rights of first refusal, however, any further sale, agreement to sell, lease, sublease, assignment or other transfer shall be subject to the same procedure as set forth herein for the right of first refusal in the HRA.

11.0 ASSOCIATION OF OWNERS.

Administration of the project shall be vested in its Association consisting of all owners of units in the project in accordance with the Bylaws of the Association, which were initially attached to the Declaration, but are now recorded separately.¹⁸ The owner of any unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason at which time

his membership in the Association shall automatically cease. Operation of the project and the maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto shall be in accordance with the provisions of the Condominium Property Act, this Declaration, the Bylaws and rules adopted from time to time.

12.0 MANAGING AGENT AND SERVICE OF PROCESS.

Operation of the project may be conducted for the Association by a managing agent appointed by the Board of Directors in accordance with the Bylaws. Any member of the Board of Directors residing in the City and County of Honolulu, State of Hawaii, or any other person or corporation designated by the Board may be served with process of service in all cases provided in said Condominium Property Act.¹⁹

13.0 EXPENSES.

13.1 Common Elements Expense.

All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation, the operation thereof, all maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, all labor, services, materials, supplies and equipment therefor, all exterior painting of the project, all exterior landscaping of the project not including the garden deck, all liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereof, all real property taxes (except real property taxes and such other taxes which are or may have to be assessed separately to each unit and the common interest in the common elements appertaining thereto or the personal property or other interest of the owner), all premiums for hazard and liability insurance herein required with respect to the project, fees of the managing agent, security services, auditor's fees and directors' fees shall constitute common expenses of the project; provided, however, that the owners of the commercial space units may at their own and sole expense, with the Board's prior written consent, which may not be unreasonably withheld, paint the exterior portions of the project which are adjacent to the commercial space units more frequently than the Board may determine is required for the project as a whole. Any surplus of assessments and other receipts collected over actual expenditures in any one fiscal year shall be used for expenditures for the succeeding fiscal year unless specifically designated by the Board of Directors for capital improvements.

13.2 Limited Common Elements Expense.

The expenses which are incurred in connection with limited common elements shall be borne by the respective unit owners of the units to which said limited common elements are appurtenant as more particularly set forth below.

a. Apartment Units.

All expenses which are incurred in connection with the limited common elements reserved for the use of the apartment units in the Ewa Tower and the Diamond Head Tower shall be aggregated and the total thereof shall be borne by each apartment unit according to its respective apartment unit type, as follows:

Type "A"	.091711%
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Type "A-1"	.091139%
Type "B"	.170198%
Type "B-1"	.169716%
Type "B-2"	.170198%
Type "C"	.132524%
Type "C-1"	.132524%
Type "D"	.205250%
Type "D-1"	.221555%

b. Commercial Space Units.

All expenses which are incurred in connection with the limited common elements reserved for the use of the commercial space units shall be borne by each commercial space unit in the proportion that the common interest of the respective commercial space unit bears to the total of the common interests of all of the commercial space units.

c. Parking Stall Units, Lower Level Parking.

All expenses which are incurred in connection with the limited common elements reserved for the use of the parking stall units of the Lower Level Parking shall be borne by each parking stall unit in the proportion that the common interest of the respective parking stall unit bears to the total of the common interests of all of the parking stall units of the Lower Level Parking.

d. Parking Stall Units, Upper Level Parking.

All expenses which are incurred in connection with the limited common elements reserved for the use of the parking stall units of the Upper Level Parking shall be borne by each parking stall unit in the proportion that the common interest of the respective parking stall unit bears to the total of the common interests of all of the parking stall units of the Upper Level Parking, which proportion is .109771% for all parking stall units except for Parking Stall Unit No. 3042, for which the proportion is .108390%.

e. Vent Shafts, Fan Rooms and Appurtenances.

As to all expenses which are incurred in connection with the limited common elements described in subparagraph g of Paragraph 5.2, they shall be allocated between the Lower Level Parking and the Upper Level Parking by the Board in an equitable manner and the Board may at any time, with the advice of a professional engineer having a working knowledge of the system, reallocate said expenses in a more equitable manner on the basis of the use of and benefit derived from said limited common elements. The expenses thus allocated shall then be allocated among all of the parking stall units in the respective level in the proportion that the common interest of the respective parking stall unit bears to the total of the common interests of all of the parking stall units of the respective level.

13.3 Fees and Other Charges.

All fees and charges, in an amount fixed from time to time by the Board of Directors, for the use, rental, or operation of the common elements other than the limited common elements.²⁰

13.4 Assessment and Foreclosure.

The Board shall from time to time assess the unit owners of each of the areas as indicated above and indicate the (a) common elements expense and (b) limited common elements expense for the respective unit owners of the apartment units, commercial space units and parking stall units in the lower level parking and upper level parking area. The assessments shall constitute a lien against such unit prior to all other liens except only (1) liens for taxes lawfully imposed by governmental authority against the unit, and (2) all sums unpaid on any mortgage of record which was recorded prior to the recordation of a notice of lien by the Association and costs and expenses including attorneys' fees provided in such mortgages, except as provided in Hawaii Revised Statutes Section 514B-146(g), as amended.²¹ The lien may be foreclosed by the Board or Managing Agent as provided in said Condominium Property Act provided that thirty (30) days prior written notice of intention to foreclose shall be made, postage prepaid to all other persons having any interest in such unit as shown in the Association's record of ownership. In a voluntary conveyance the grantee of a unit is jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantor or grantee is entitled to a statement from the manager or Board setting forth the amount of the unpaid assessments against the grantor, and except as to the amount of subsequently dishonored checks mentioned in such statement as having been received within the thirty day period immediately preceding the date of such statement, the grantee is not liable for, nor is the unit conveyed subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.²² Suit to recover any money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the liens securing the same.

14.0 COMPLIANCE WITH DECLARATION AND BYLAWS AND DECISION.

All unit owners, their tenants, families, employees, servants and guests and any other persons who may in any manner use the project or any part thereof shall be bound by and comply strictly with the provisions of this Declaration, the Bylaws of the Association and all agreements, decisions and determinations of the Association lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for fines, an action to recover monies due, for damages or injunctive relief, or any other remedies available in law or in equity, maintainable by the Board or Managing Agent on behalf of the Association or, in a proper case, by an aggrieved unit owner. However, the Board may make reasonable accommodations in the Association's rules, policies, practices, or services when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling.²³

15.0 INSURANCE.

The Board on behalf of the Association at its common expense shall at all times keep all project improvements insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii in an amount as near as practicable to the full replacement cost thereof, without deduction for depreciation, in the name of the Board as trustee for all unit owners and mortgagees according to the loss or damage to their respective units and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon

receipt thereof cause to be deposited promptly with the Grantors true copies of such insurance policies or current certificates thereof, without prejudice to the right of each unit owner to insure his unit for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Board, on behalf of the Association, for rebuilding, repairing or otherwise reinstating the buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds except as provided in Section 514B-143(d) of the Hawaii Revised Statutes, as amended.²⁴ Every such policy of insurance shall:

a. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any unit owner;

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

c. Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least 30 days' prior written notice thereof to the Board, the Grantors and every other person in interest who shall have requested such notice of the insurer;

d. Contain a waiver by the insurer of any right of subrogation to any right of the Board, and the Association or either against the owner or lessee of any unit; and

e. Contain a standard mortgagee clause which shall:

(i) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit, lease or sublease of the project, in their respective order and preference, whether or not named therein;²⁵

(ii) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or unit owners or any persons under any of them;

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

(iv) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Board or said bank or trust company designated by the Board.²⁶

The Board on behalf of the Association at its common expense shall also procure and maintain at all times comprehensive general liability insurance, covering all unit owners, the Association and its Board of Directors, officers and employees with respect to the project and naming the Grantors as additional assureds without any cost to the Grantors, in an insurance company authorized to do business in Hawaii with minimum limits of not less than \$500,000.00 for injury to one person and \$1,000,000.00 for injury to more than one person in any one accident or occurrence and \$100,000.00 for property damage, and from time to time upon receipt thereof deposit promptly with the Grantors current certificates of such insurance, without prejudice to the right of any unit owner to maintain additional liability insurance for his unit.

The Board, on behalf of the Association, at its common expense, shall purchase and maintain directors' and officers' liability insurance with minimum coverage in such amount as shall be determined by the Board.²⁷

16.0 CONDEMNATION.

In case at any time or times during the term of the HRA lease, the premises or any portion thereof shall be taken or condemned in fee simple by any authority having the power of eminent domain, then and in every such case the estate and interest of any unit owner and Oceanside in the demised land so taken or condemned shall at once cease and determine upon acquisition of such authority of title thereto or right to possession thereof, and such unit owners and Oceanside shall not by reason of such taking or condemnation be entitled to any claim against the City for compensation or indemnity for any leasehold or sub-leasehold interest, and all compensation and damages for or on account of any land shall be payable to and be the sole property of the City, and all compensation and damages for or on account of any buildings or improvements on the demised land shall be payable to or be the sole property of the unit owners as their interests may appear; except that such compensation and damages so payable to the unit owners shall be first used for the purpose of replacing or rehabilitating the improvements.

17.0 UNINSURED CASUALTY.

In case at any time or times any improvements of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, the decision to rebuild, repair, or restore such improvements shall be determined by the affirmative vote of not less than seventy-five per cent (75%) of the unit owners. Any such approved restoration of the common elements shall be completed diligently by the Association at its common expense, and the affected unit owners shall be solely responsible for any restoration of their respective units so damaged or destroyed according to the original plan and elevation thereof or such other plan first approved as provided herein. Unless such restoration is undertaken within a reasonable time after such casualty the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

18.0 ALTERATION OF PROJECT.

18.1 Alteration of Project.

Restoration or replacement of the project or any part thereof, or construction of any additional building or structural alterations or additions to any structure, different in any material respect from the said Condominium Map, excluding lanai enclosures, shall be

undertaken by the Association or any unit owner only pursuant to an amendment of this Declaration, duly executed pursuant to the provisions hereof, accompanied by the written consent of the holders of all liens affecting any of the units involved, and in accordance with complete plans and specifications therefor first approved in writing by the Board; and promptly upon completion of such restoration, replacement or construction, the Association shall duly record or file of record in said Office of the Assistant Registrar of the Land Court and in the Bureau of Conveyances such amendment together with a complete set of floor plans of the project as so altered, certified "as built" by a registered architect or professional engineer. Additions to or alterations of any unit made within such unit or within a limited common element appurtenant to and for the exclusive use of such unit shall be permitted, provided, however, that no work shall be done which would jeopardize the soundness or safety of the project, reduce the value thereof, violate the uniform external appearance of the apartment, or impair any easement, without in every such case the prior consent of all other unit owners directly affected thereby, except that the Board may select and approve plans and specifications for a standard design of a lanai enclosure. There shall be only one standard design for each type of apartment unit with a lanai.²⁸

The Board may permit a handicapped person to make reasonable modifications to the units and common elements at the expense of the handicapped person, if such modifications may be necessary to afford a handicapped person full enjoyment of the premises.²⁹

18.2 Emergency Power Generator and Structure.

The Board of Directors shall be authorized to install and construct an Emergency Power Generator and Structure on common elements located in an area on the corner of Nuuanu Avenue and Kukui Street, as more accurately depicted on a Supplemental Condominium Map, attached hereto as Exhibit "2".³⁰

19.0 BUDGET AND MAINTENANCE RESERVE FUND.

a. The Board of Directors shall prepare and adopt an annual operating budget and distribute it to the unit owners. At a minimum, the budget shall include the following:

- (i) The estimated revenues and operating expenses of the Association;
- (ii) Information as to whether the budget has been prepared on a cash or accrual basis;
- (iii) The total replacement reserves of the Association as of the date of the budget;
- (iv) The estimated replacement reserves the Association will require to maintain the property, based on a reserve study performed by the Association;
- (v) A general explanation of how the estimated replacement reserves are computed; and
- (vi) The amount the Association must collect for the fiscal year to fund the estimated replacement reserves; and
- (vii) Information as to whether the amount the Association must collect for the fiscal year to fund the estimated replacement reserves was calculated using a per cent funded or cash flow plan. The method or plan shall not circumvent the

estimated replacement reserves amount determined by the reserve study pursuant to paragraph (iv).

b. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the unit owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each unit owner's obligations to the Association, which shall include but not be limited to reserves for deferred maintenance and repair and for capital improvements. Assessments made pursuant to this paragraph shall for the purposes of collection and otherwise be deemed a common elements expense. The Board may include reserves for contingencies in such assessment and such assessment may from time to time be increased or reduced in the discretion of the Board. The proportionate interest of each unit owner in said fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such unit even though not expressly mentioned or described in the conveyance thereof. In case the Condominium Property Regime hereby created shall be terminated, said fund remaining upon full payment of all common expenses of the Association shall be distributed to all unit owners as their interests may appear.³¹

c. The Association shall assess the unit owners to either fund a minimum of fifty per cent of the estimated replacement reserves or fund one hundred per cent of the estimated replacement reserves when using a cash flow plan. For each fiscal year, the Association shall collect the amount assessed to fund the estimated replacement reserves for that fiscal year reserves, as determined by the Association's plan.

d. The Association shall compute the estimated replacement reserves by a formula which is based on the estimated life and the estimated capital expenditure or major maintenance required for each part of the property. The estimated replacement reserves shall include:

- (i) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and
- (ii) Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed \$10,000. Parts of the property for which capital expenditures or major maintenance will not exceed \$10,000 may be aggregated in a single designated reserve.

e. Neither the Association nor a unit owner, director, officer, managing agent, nor employee of the Association who makes a good faith effort to calculate the estimated replacement reserves for the Association shall be liable if the estimate subsequently proves incorrect.

f. Except in emergency situations or with the approval of a majority of the unit owners, the Board may not exceed its total adopted annual operating budget by more than twenty per cent (20%) during the fiscal year to which the budget relates. Prior to the imposition or collection of an assessment under this paragraph that has not been approved by a majority of unit owners, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have

been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Owners with the notice of assessment.

g. The requirements of this section shall override any requirements in the Association's Declaration, Bylaws, or any other Association documents relating to preparation of budgets, calculation of reserve requirements, assessment and funding of reserves, and expenditures from reserves, with the exception of:

- (i) Any requirements in the Association's Declaration, Bylaws, or any other Association documents which require the Association to collect more than fifty per cent of reserve requirements; or
- (ii) Any provisions relating to upgrading the common elements, such as additions, improvements, and alterations to the common elements.

h. Subject to the procedures of Section 514B-157, Hawaii Revised Statutes, as amended, and any rules adopted by the Real Estate Commission, if the Board fails to comply with this section, any unit owner may enforce compliance by the Board. In any proceeding to enforce compliance, if the Board has not prepared an annual operating budget and reserve study, the Board shall have the burden of proving it has complied with this section.

i. As used in this section:

"Capital expenditure" means an expense which results from the purchase or replacement of an asset whose life is greater than one year, or the addition of an asset which extends the life of an existing asset for a period greater than one year.

"Cash flow plan" means a minimum twenty-year projection of an association's future income and expense requirements to fund fully its replacement reserves requirements each year during that twenty-year period, except in an emergency; provided that it does not include a projection of special assessments or loans during that twenty-year period, except in an emergency.

"Emergency situation" means extraordinary expenses:

- (1) Required by an order of a court;
- (2) Necessary to repair or maintain any part of the property for which the Association is responsible where a threat to personal safety on the property is discovered;
- (3) Necessary to repair any part of the property for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the annual operating budget;
- (4) Necessary to respond to any legal or administrative proceeding brought against the Association that could not have been reasonably foreseen by the Board in preparing and distributing the annual operating budget; or
- (5) Necessary for the Association to obtain adequate insurance for the property which the Association must insure.

"Major maintenance" means an expenditure for maintenance or repair which will result in extending the life of an asset for a period greater than one year.

“Replacement reserves” means funds for the upkeep, repair, or replacement of those parts of the property including, but not limited to roofs, walls, decks, paving, and equipment, which the Association is obligated to maintain.³²

20.0 AMENDMENT OF DECLARATION AND BYLAWS.

Except as otherwise provided herein or in said Condominium Property Act, this Declaration may be amended at a duly constituted meeting of the Association of Owners by affirmative vote of sixty-seven per cent (67%) of the total common interests and shall be effective only upon the recording of an instrument setting forth such amendment and vote, duly executed by such owners or by the proper officers of the Association or by the Grantors prior to the Association being formed; provided, however, that any amendment which would directly affect the Lower Level Parking and the limited common elements appurtenant thereto or which would change or affect the provisions of Paragraphs 10.0 to 10.10, inclusive, hereof or the management, operation or maintenance of the Lower Level Parking and the limited common elements appurtenant thereto shall be ineffective without the written approval of the City.³³

21.0 WAIVER.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22.0 CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference, and in no way to define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

23.0 DEFINITIONS.

All terms used herein and in the Bylaws which are identical to terms used in the Condominium Property Act shall, except where clearly repugnant to the context, have the same meanings as are attributed to them in said Act. The terms “owner”, “unit owner”, or “apartment owner” as referred to herein shall each mean the owner of a unit, together with the lease of an undivided interest in the land beneath the Buildings. The term “majority” or “majority of unit owners” herein means the owners of units to which are appurtenant more than fifty per cent (50%) of the common interests, and any specified percentage of unit owners means the owners of units to which are appurtenant such percentage of the common interest as established by this Declaration. “Grantors” shall also include the respective successors and assigns of each of the Grantors.

24.0 “AS BUILT” CERTIFICATION.

The “as built” floor plans and elevations of the condominium project, consisting of Sheets 1 through 24, inclusive, as certified by the Registered Architect hereby supersedes in its entirety the earlier filed Condominium Map No. 342 in said Bureau and Condominium Map No. 199 in said Office of the Assistant Registrar. Grantors reserve the right to further amend this Declaration at any time or times without the consent or joinder of any other person in order to record pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, such further changes

or amendments as may be necessary for the "as built" certification by a registered architect or professional engineer.

25.0 SURRENDER.

Notwithstanding the provisions of the HRA Lease and Master Sublease referred to in this Declaration, at the end of the terms of the subleases issued to unit owners or upon sooner termination of all such subleases, the unit owners will peaceably deliver up to Oceanside their undivided interests in the land described herein (other than any interest in the land acquired by the unit owners from the acquisition of the City and County of Honolulu's interest in the land by the Association after the effective date of this amendment [August 4, 1999]), it being understood that said unit owners may during the terms of their subleases or within thirty (30) days or sooner termination thereof, remove or dispose of the buildings situated on said land. If said buildings shall not be so moved or disposed of, the unit owners shall deliver or cause the Association of Owners to deliver up to Oceanside possession of the buildings in good order, repair and condition, reasonable wear and tear excepted; provided that said delivery shall exclude any interest which the unit owners may have acquired from the Association's acquisition of the City and County of Honolulu's interest in the land or improvements after the effective date of this amendment [August 4, 1999]. Regardless of whether said buildings shall be so moved or disposed of, the unit owners shall properly execute and deliver to Oceanside a document conveying all units in the Project and all undivided interests in the common elements of the Project to Oceanside; provided that said conveyance shall exclude any interest which the unit owners may acquire from the Association's acquisition of the City and County of Honolulu's interest in the land or improvements after the effective date of this amendment [August 4, 1999]. If said buildings shall not have been so moved or disposed of, then Oceanside shall pay to each unit owner, upon receipt of such document, his proportionate share of the sum of \$75,000 from the Sinking Fund established in Paragraph 24 of the Master Sublease. If and in the event the unit owners should fail to execute such a document, and regardless of whether said buildings shall be so moved or disposed of, it shall be deemed to have been executed thirty (30) days from the termination of the terms of said subleases, or upon removal of the buildings, whichever shall first occur. If said buildings are not so removed by the unit owners, Oceanside shall deliver to the City possession of said buildings in good order, repair and condition upon expiration of the Master Sublease. Oceanside shall also execute in favor of the City such document, if any, which the City may require for the release of any rights, if any, which Oceanside may have in the project after expiration of the Master Sublease. For purposes of this Paragraph 25.0, any reference to the City shall include and mean any person, persons, entity or entities that have acquired the City's interest in the Project and any reference to Oceanside shall include and mean any person(s) or entity that have acquired Oceanside's interest in the Project.³⁴

26.0 LEASED FEE INTEREST AND LEASE RENT.

a. Notwithstanding any other provision contained in the Declaration or Bylaws to the contrary, the Board of Directors shall have the power to negotiate for or seek the acquisition of the Leased Fee Interest by the Association, its members, or others approved by the Board. In addition, the Board of Directors shall have the power to acquire, on behalf of the Association (or its designee), the Leased Fee Interest; provided that, the apartment owners have approved the acquisition (as demonstrated by either the written consent of the owners or the execution of sales contracts between the Association and the apartment owners by apartment owners holding 65% of the common interest) as a common expense or an expense

of the affected apartment owners as determined by the Board. In connection with the powers granted in this subparagraph, the Board may:

- (i) retain any professionals to represent the Association, the individual apartment owners or any designee of the Association;
- (ii) seek the acquisition of the Leased Fee Interest by qualified apartment owners pursuant to Chapter 38, Revised Ordinances of Honolulu, or similar laws;
- (iii) incorporate the Association to allow the Association to hold title to real property in its own name;
- (iv) create a land trust or corporation for the purpose of holding real property on behalf of the Association;
- (v) finance the acquisition of the Leased Fee Interest by way of a loan, special assessment, use of Association funds, or any combination thereof;
- (vi) secure any loan by a mortgage or pledge the Leased Fee Interest or any other assets of the Association;
- (vii) assess the apartment owners in a fair and equitable manner the expenses incurred in acquiring the Leased Fee Interest or the service of any debt associated with the acquisition, including assessing these expenses on the basis of percentage of common interest;
- (viii) own, improve, use, and otherwise deal in and with the Leased Fee Interest;
- (ix) sell or transfer all or part of the Leased Fee Interest upon such price, terms, and conditions as the Board of Directors deems appropriate under the circumstances; and
- (x) sign any and all documents and do any and all other acts or things incidental to acquisition of the Leased Fee Interest.

b. Upon the acquisition of the Leased Fee Interest by all the lessees and the merger of the interests, all approval requirements pertaining to the Lessor or Sublessor contained in the Declaration or the Bylaws shall thereupon become null and void and of no effect. The Board may delete all approval requirements pertaining to the Lessor and Sublessor by the restatement of the Declaration and Bylaws.

c. "Leased Fee Interest" means all or part of the Lessor's and/or Sublessor's interest in the land submitted to the Condominium Property Regime and any of the Lessor's and/or Sublessor's interest in any apartment leases.³⁵

27.0 GOVERNING LAW.

Notwithstanding anything herein or in the Bylaws to the contrary:

- a. This Project shall be governed by the provisions of Hawaii Revised Statutes Chapter 514B, as amended to the fullest extent permitted by law;
- b. Approval of amendments to the declaration, bylaws and condominium map (including but not limited to amendments for the alteration of the Project) shall require approval of 67% of the owners;
- c. Any deed, declaration, bylaw, or condominium map shall be liberally construed to facilitate the operation of the condominium property regime;
- d. Punitive damages may not be awarded except as provided in Hawaii Revised Statutes Section 514B-10; and
- e. Leases or uses of the common elements shall be governed by Hawaii Revised Statutes Section 514B-38.³⁶

28.0 NONDISCRIMINATION.

Notwithstanding any provision to the contrary, the Board may:

- a. permit a handicapped person to make reasonable modifications to the units and common elements, at the expense of the handicapped person, if such modifications may be necessary to afford a handicapped person full enjoyment of the premises; and
- b. make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling.

When granting or withholding approval or consent, or enforcing any requirement of this Declaration, the Bylaws, the House Rules or any other document of the Association (the "Association documents"), the Board shall avoid any discrimination that is prohibited by Federal or State law, or the City and County Ordinance. The Board may suspend any requirement of the Association documents which, if enforced, would result in prohibited discrimination.³⁷

(The remaining portion of this page is intentionally left blank; signature pages follow.)

7th day of July, 2017. IN WITNESS WHEREOF, the undersigned have executed this instrument on this

ASSOCIATION OF OWNERS OF KUKUI
PLAZA

By: Jean Mitoko Toyama
(Print name: Jean Mitoko Toyama)
Its: Treasurer

(Signatures continued on next page)

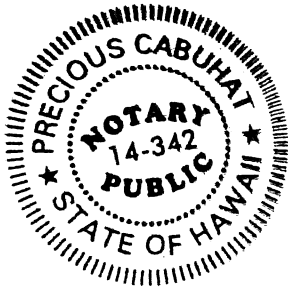
ASSOCIATION OF OWNERS OF KUKUI
PLAZA

By: Maui Maiea Masaki
(Print name: MAVIS Mariko Masaki)
Its: President

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

On this 7th day of July, 2017, in the First Circuit of the State of Hawaii, before me personally appeared Jean Mitaka Toyama, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the Treasurer of the Association of Owners of Kukui Plaza, a Hawaii nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amendment and Second Restatement of Declaration of Condominium Property Regime of the Association of Owners of Kukui Plaza," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

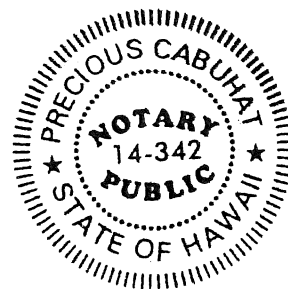
The foregoing instrument is dated JUL -7 2017 and contained 73 pages at the time of this acknowledgment/certification.



Precious Cabuhat
Print Name: Precious Cabuhat
Notary Public, State of Hawaii
My Commission Expires: 10-12-2018

Doc. Date: JUL -7 2017 # Pages: 73
Name: Precious Cabuhat First Circuit
Doc. Description: Amendment to Second
Restatement of Declaration ...
Precious Cabuhat JUL -7 2017
Notary Signature Date

NOTARY CERTIFICATION

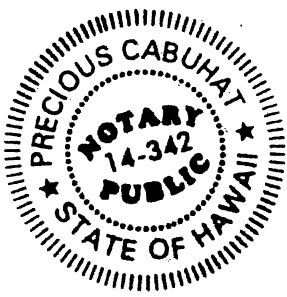


STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 7th day of July, 2017, in the First Circuit of the State of Hawaii, before me personally appeared Mavis Mariko Masaki, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the President of the Association of Owners of Kukui Plaza, a Hawaii nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amendment and Second Restatement of Declaration of Condominium Property Regime of the Association of Owners of Kukui Plaza," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

JUL - 7 2017

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



Precious Cabuhat
Print Name: Precious Cabuhat
Notary Public, State of Hawaii

My Commission Expires: 10-12-2018

Doc. Date: JUL - 7 2017 # Pages: 73
Name: Precious Cabuhat First Circuit
Doc. Description: Amendment & Second Restatement of Declaration
Precious Cabuhat JUL - 7 2017
Notary Signature Date

NOTARY CERTIFICATION

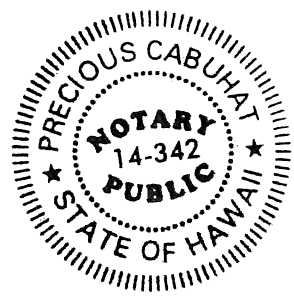


Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E202 & PS2253	1,092,445
E204 & PS5184	573,575
E206	1,105,806
E208 & PS5183	1,126,871
E210 & PS2359	576,829
E212 & PS5182	738,033
E214 & PS5181	580,287
E302, PS2424 & PS5155	1,112,191
E304 & PS5170	591,846
E306 & PS3346	924,892
E308 & PS5171	568,884
E310 & PS5172	578,780
E312 & PS5173	1,092,421
E314 & PS5174	776,364
E401 & PS4044	931,798
E402 & PS4121	568,885
E404 & PS5175	995,375
E405 & PS5176	560,632
E406 & PS4167	1,128,222
E407	767,904
E408 & PS5178	577,511
E409 & PS5179	594,665
E410	1,110,293
E411 & PS5180	578,781
E413 & PS5168	561,617
E414 & PS5167	1,117,806
E415 & PS5152	1,072,952
E501 & PS5142	566,206
E502, PS2324 & PS4252	1,129,516
E503 & PS5165	715,487
E504	596,192
E505 & PS5164	1,127,147
E506 & PS3276	673,151
E507 & PS5163	632,785
E508 & PS5162	667,612
E510 & PS5161	856,429
E511 & PS5160	575,444
E512 & PS5159	1,071,441

Unit No.	TCT No.
E513, PS2353 & PS5149	1,091,558
E514 & PS5158	573,576
E515 & PS2256	1,078,268
E602 & PS2350	1,111,359
E603 & PS3408	1,009,760
E604 & PS4122	900,074
E605 & PS4223	568,887
E606 & PS4224	560,638
E607 & PS4078	1,125,754
E608 & PS4133	978,358
E609 & PS4253	644,710
E610 & PS5144	975,403
E611 & PS3203	845,378
E612 & PS2437	771,442
E613 & PS4131	1,024,613
E614 & PS4130	575,445
E615 & PS3415	593,415
E701	582,164
E702 & PS2227	571,120
E703, PS4129 & PS5189	566,209
E704	669,333
E705 & PS4128	1,103,516
E706 & PS4127	1,032,902
E707	590,827
E708 & PS4166	1,072,376
E709	1,023,799
E710 & PS5132	561,619
E711 & PS4165	566,211
E712 & PS5103	578,784
E713 & PS4164	603,763
E714 & PS3113	579,617
E715 & PS4163	577,674
E801 & PS4162	600,492
E802, PS2331 & PS4088	936,748
E803 & PS4161	584,843
E804 & PS4119	853,760
E805 & PS4160	566,213
E806 & PS4188	573,579

Exhibit "1"

Kukui Plaza
Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E807 & PS5191	932,104
E808	1,039,964
E809 & PS4189	883,219
E810 & PS2400	777,397
E812 & PS4191	1,111,611
E813 & PS4192	636,501
E814 & PS4193	568,888
E815 & PS2402	568,889
E901 & PS4194	1,105,279
E902, PS2243 & PS4080	1,139,799
E903 & PS2342	578,786
E904 & PS4195	900,906
E905 & PS4196	560,643
E906 & PS4082	883,691
E907 & PS4197	1,129,046
E908 & PS2373	988,242
E909 & PS4198	1,049,355
E910	859,107
E911 & PS4199	1,017,459
E912 & PS4200	561,620
E913 & PS4079	1,043,513
E914 & PS4201	576,834
E915	660,229
E1001 & PS4202	1,033,002
E1002 & PS4203	568,891
E1003 & PS4204	1,097,885
E1004	1,060,223
E1005 & PS3405	615,790
E1006 & PS4125	1,128,228
E1007 & PS2338	1,103,182
E1008 & PS4206	700,899
E1009 & PS4207	994,711
E1010	582,166
E1011 & PS5109	1,113,011
E1012 & PS4208	891,641
E1013 & PS4120	573,581
E1014 & PS4169	560,644
E1101	1,093,538

Unit No.	TCT No.
E1102 & PS4170	1,088,091
E1103 & PS4171	1,106,786
E1104 & PS4081	561,621
E1105 & PS4172	1,141,860
E1106 & PS4173	1,056,374
E1107 & PS4076	566,215
E1108 & PS4187	1,137,619
E1109 & PS4175	571,122
E1110 & PS2242	1,103,742
E1111 & PS4176	571,123
E1112 & PS4144	1,066,401
E1113 & PS2330	1,104,545
E1114 & PS4178	901,139
E1115 & PS2341	593,416
E1201 & PS3040	970,419
E1202 & PS4179	649,386
E1203 & PS4180	1,109,809
E1204 & PS2428	1,069,983
E1205 & PS4181	702,025
E1206 & PS4046	679,315
E1207 & PS2173	584,844
E1208 & PS4182	1,090,754
E1209 & PS2381	1,078,780
E1210 & PS4183	679,892
E1211 & PS4184	1,142,584
E1212 & PS3391	1,116,147
E1213 & PS4185	1,057,575
E1214	578,793
E1215 & PS4186	1,094,364
E1301, PS2423 & PS4041	948,874
E1302, PS2017, PS2018 & PS4174	563,987
E1303 & PS5146	961,729
E1304 & PS4229	736,095
E1305 & PS4148	579,619
E1306	1,035,363
E1307 & PS2420	571,124
E1308 & PS4149	584,845

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E1309 & PS4150	619,756
E1310 & PS4123	575,451
E1311 & PS2366	647,853
E1312 & PS2357	1,038,467
E1313 & PS5011	579,620
E1314 & PS4152	794,370
E1315 & PS4153	1,099,790
E1401 & PS5107	581,300
E1402 & PS4154	568,893
E1403, PS4216 & PS4219	1,123,997
E1404 & PS4155	908,806
E1405 & PS5150	573,585
E1406 & PS4156	1,088,254
E1407 & PS4157	571,126
E1408 & PS2140	599,789
E1409 & PS4158	560,649
E1410	584,846
E1411 & PS4159	974,041
E1412	775,239
E1413 & PS4134	1,092,586
E1414	1,134,462
E1415 & PS4135	1,116,721
E1501 & PS2220	573,586
E1502 & PS4136	1,008,484
E1503 & PS4137	1,100,611
E1504 & PS4124	575,452
E1505 & PS5153	582,168
E1506 & PS4138	575,453
E1507 & PS2343	985,859
E1508 & PS5018	582,169
E1509 & PS4139	1,035,059
E1510 & PS2308	827,198
E1511 & PS4140	575,454
E1512	568,895
E1513 & PS2367	563,990
E1514 & PS4141	1,045,126
E1515 & PS4142	737,942
E1601 & PS4143	599,728

Unit No.	TCT No.
E1602 & PS4177	576,839
E1603 & PS2375	1,069,305
E1604, PS2374 & PS5143	1,103,179
E1605 & PS4145	1,134,289
E1606	578,794
E1607	566,219
E1608 & PS4146	573,587
E1609 & PS4089	581,639
E1610 & PS2313	930,187
E1611 & PS3381	563,992
E1612	953,418
E1613 & PS3380	561,628
E1614	568,896
E1615 & PS3379	575,455
E1701 & PS2345	1,041,924
E1702 & PS3356	1,091,460
E1703 & PS3377	647,940
E1704	1,108,988
E1705 & PS5154	1,004,370
E1706 & PS3376	1,045,082
E1707 & PS3010	735,481
E1708 & PS4091	1,103,571
E1709 & PS3375	790,146
E1710 & PS2172	1,042,270
E1711 & PS3374	920,480
E1712 & PS2408	566,221
E1713 & PS4087	742,329
E1714 & PS3373	1,044,470
E1715 & PS2354	1,107,989
E1801 & PS5100	1,037,606
E1802 & PS3372	578,797
E1803 & PS3371	1,110,258
E1804 & PS4084	573,591
E1805 & PS3370	725,883
E1806 & PS4250	579,624
E1807 & PS2372	1,081,538
E1808 & PS3369	1,125,167
E1809 & PS3008	573,592

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E1810 & PS3368	821,975
E1811 & PS4126	563,993
E1812 & PS4083	930,534
E1813 & PS3382	1,057,544
E1814 & PS3383	576,841
E1815	585,231
E1901 & PS3367	985,599
E1902, PS2349 & PS3366	572,197
E1903 & PS3365	1,085,563
E1904 & PS3364	575,457
E1905 & PS3363	573,594
E1906 & PS3362	818,054
E1907 & PS3403	671,140
E1908 & PS3360	573,595
E1909 & PS3359	571,130
E1910 & PS3358	1,129,681
E1911 & PS3357	575,458
E1912 & PS3378	584,848
E1913 & PS3355	725,305
E1914 & PS3354	1,119,913
E1915 & PS3353	577,676
E2001, PS2252 & PS3352	762,456
E2002 & PS3351	742,708
E2003 & PS3350	1,139,035
E2004 & PS3349	571,131
E2005 & PS3348	568,900
E2006 & PS3347	773,977
E2007 & PS5106	890,321
E2008 & PS3345	737,941
E2009 & PS3344	1,142,678
E2010 & PS3343	1,130,073
E2011 & PS3342	663,552
E2012 & PS3341	1,060,424
E2013 & PS3340	576,844
E2014 & PS3339	1,037,330
E2015 & PS3338	1,078,120
E2101, PS3251 & PS3337	948,597
E2102, PS3336 & PS4151	971,728

Unit No.	TCT No.
E2103 & PS3335	630,869
E2104 & PS3334	839,045
E2105 & PS3333	1,041,540
E2106 & PS3332	1,068,469
E2107 & PS3331	975,181
E2108 & PS3330	806,447
E2109 & PS3329	640,056
E2110, PS3328 & PS4251	1,076,916
E2111 & PS3327	1,068,822
E2112 & PS3326	615,150
E2113 & PS3325	566,229
E2114 & PS3324	723,007
E2115 & PS3323	986,435
E2201 & PS3153	573,597
E2202 & PS3244	1,129,655
E2203 & PS3320	575,463
E2204 & PS3319	919,455
E2205 & PS3318	594,647
E2206 & PS3317	576,845
E2207 & PS3316	582,174
E2208 & PS3315	1,044,245
E2209 & PS3314	586,572
E2210 & PS3313	772,042
E2211 & PS3312	1,065,636
E2212 & PS3311	579,626
E2213 & PS3310	573,598
E2214 & PS3309	946,759
E2215 & PS3308	994,154
E2301 & PS3307	1,095,282
E2302, PS3306 & PS4249	1,014,464
E2303 & PS3284	885,506
E2304 & PS3285	650,132
E2305 & PS3286	892,240
E2306 & PS3287	953,758
E2307, PS2261 & PS3288	650,548
E2308 & PS3289	936,922
E2309 & PS3290	650,765
E2310 & PS3291	982,498

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E2311 & PS3292	563,997
E2312 & PS3293	1,086,581
E2313 & PS3294	568,904
E2314, PS3295 & PS5185	610,395
E2315 & PS3296	777,860
E2401 & PS4086	1,070,330
E2402, PS2310, PS2336 & PS3298	566,232
E2403 & PS3299	1,036,533
E2404, PS2307 & PS3300	571,137
E2405 & PS3301	1,142,918
E2406 & PS3302	1,128,511
E2407 & PS3303	601,646
E2408 & PS3304	650,309
E2409 & PS3305	579,629
E2410 & PS3283	1,102,646
E2411 & PS5111	1,054,074
E2412 & PS3281	584,850
E2413 & PS3280	1,016,873
E2414 & PS3279	573,601
E2415 & PS3278	849,676
E2501 & PS3277	615,791
E2502, PS3009 & PS4210	1,106,144
E2503 & PS3275	1,098,890
E2504 & PS3274	1,135,098
E2505 & PS3273	1,126,410
E2506 & PS3272	1,123,994
E2507 & PS3271	1,125,755
E2508 & PS3270	1,137,063
E2509, PS2250 & PS3269	700,608
E2510 & PS3268	1,073,684
E2511 & PS3267	703,410
E2512 & PS3266	564,000
E2513 & PS3265	584,852
E2514, PS2382 & PS3264	1,073,481
E2515 & PS3218	1,128,431
E2601 & PS3229	668,966
E2602 & PS3216	564,002

Unit No.	TCT No.
E2603 & PS3215	1,011,102
E2604 & PS3214	992,045
E2605 & PS3213	1,020,220
E2606 & PS3212	1,143,050
E2607 & PS3211	1,001,711
E2608 & PS3210	575,467
E2609 & PS3209	678,484
E2610 & PS3208	1,048,890
E2611, PS3207 & PS5186	561,635
E2612 & PS3206	1,096,812
E2613 & PS3205	992,761
E2614 & PS3204	899,489
E2615 & PS3400	640,567
E2701 & PS3202	1,095,353
E2702 & PS3017	576,849
E2703 & PS3200	1,068,355
E2704 & PS3322	1,077,473
E2705 & PS3198	579,632
E2706 & PS3197	571,138
E2707 & PS4168	1,035,908
E2708 & PS3396	1,010,959
E2709 & PS3395	1,038,529
E2710 & PS3394	1,036,448
E2711 & PS3393	729,133
E2712 & PS3392	935,689
E2713 & PS5108	643,271
E2714 & PS3390	728,819
E2715 & PS3412	1,103,137
E2802, PS2262 & PS4240	1,061,152
E2803 & PS3386	906,680
E2804 & PS3385	1,064,714
E2805 & PS4241	736,530
E2806 & PS3219	566,236
E2808 & PS3221	700,573
E2809, PS3222 & PS4004	620,183
E2810 & PS3223	1,032,869
E2811 & PS3224	971,412
E2812 & PS3225	733,840

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E2814 & PS3227	594,935
E2815 & PS3228	571,859
E2901 & PS3248	566,237
E2902 & PS3230	560,660
E2903 & PS3282	929,804
E2904 & PS3232	1,110,149
E2905 & PS3233	1,108,341
E2906 & PS3234	1,067,341
E2907 & PS3235	920,328
E2908 & PS3236	1,088,383
E2909 & PS3237	1,124,814
E2910 & PS3238	850,490
E2911 & PS3239	1,045,561
E2912 & PS3240	1,091,947
E2913 & PS3263	891,142
E2914 & PS3262	904,202
E2915 & PS3261	578,805
E3001 & PS3260	1,114,250
E3002 & PS3259	1,091,295
E3003 & PS3258	564,003
E3004 & PS3257	566,238
E3005 & PS3256	568,911
E3006 & PS3255	908,849
E3007 & PS3254	935,112
E3008 & PS5145	1,107,677
E3009, PS2377 & PS3252	1,108,340
E3010 & PS4085	1,087,147
E3011 & PS3250	1,031,254
E3012 & PS3217	578,807
E3013 & PS3384	1,015,596
E3014 & PS3247	1,073,509
E3015, PS2251 & PS3246	1,012,074
E3101, PS3242 & PS3245	1,069,739
E3102, PS4242 & PS4243	951,489
E3103 & PS3243	598,552
E3104 & PS3201	587,666
E3105 & PS3241	576,851
E3106 & PS3411	1,076,534

Unit No.	TCT No.
E3107 & PS3297	803,220
E3108 & PS3413	820,832
E3109 & PS5148	804,312
E3110 & PS3422	807,152
E3111 & PS3421	571,141
E3112 & PS3420	575,475
E3113 & PS3419	568,916
E3114 & PS3418	767,012
E3115 & PS3417	1,120,932
E3201 & PS3416	1,126,869
E3202, PS4042 & PS4043	1,091,226
E3203 & PS3398	975,422
E3204 & PS3399	568,917
E3205 & PS3249	1,042,228
E3206 & PS3401	700,574
E3207 & PS3402	854,296
E3208 & PS3361	579,634
E3209 & PS3404	1,092,287
E3210 & PS4205	1,111,491
E3211 & PS3414	560,666
E3212 & PS3407	1,048,429
E3213 & PS3406	1,085,466
E3214 & PS3409	573,607
E3215 & PS3410	575,478
D106 & PS4033	561,574
D108, PS2228 & PS4031	561,575
D110 & PS2057	1,039,723
D112 & PS4019	1,006,856
D114 & PS4048	1,063,332
D204	997,236
D206 & PS5135	1,140,886
D208 & PS5134	1,045,041
D210 & PS5133	563,949
D212 & PS5059	1,123,267
D214 & PS5022	582,133
D301	1,119,966
D302 & PS5012	1,021,731
D304 & PS5130	1,053,711

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D305 & PS4037	1,081,912
D306 & PS5129	560,588
D307 & PS5024	989,259
D308 & PS4032	932,699
D309, PS5093 & PS5127	561,578
D310 & PS5126	808,133
D311 & PS5020	561,579
D312, PS5098 & PS5099	568,865
D313 & PS5021	1,092,199
D314 & PS5014	1,103,536
D315 & PS5023	1,072,084
D401 & PS5010	1,100,234
D402 & PS2348	1,102,893
D403 & PS3030	751,067
D404 & PS5025	1,110,944
D405 & PS5026	863,649
D406	561,580
D407 & PS5200	1,128,558
D408 & PS5007	1,117,926
D409 & PS5028	571,089
D410 & PS2177	575,418
D411 & PS5029	563,952
D412 & PS5113	860,238
D413 & PS5114	957,917
D414, PS2365 & PS5063	560,591
D415 & PS5115	962,072
D502 & PS2135	1,130,140
D503 & PS4050	1,123,239
D504 & PS2335	932,016
D505 & PS5117	577,656
D506 & PS3085	1,101,940
D507 & PS5118	1,045,076
D508 & PS5119	560,592
D509 & PS5030	1,091,757
D510 & PS5121	693,285
D511	664,123
D512 & PS5122	584,821
D513, PS2070 & PS4028	573,557

Unit No.	TCT No.
D514, PS2054 & PS5041	566,180
D515 & PS5123	568,867
D601 & PS4017	1,135,266
D602 & PS2084	576,808
D603	1,011,618
D604 & PS5035	1,081,234
D605 & PS5085	576,810
D606	696,010
D607 & PS2091	576,811
D608 & PS5086	1,090,698
D609 & PS4013	891,918
D610 & PS5087	576,812
D611 & PS5088	863,335
D612 & PS2379	582,136
D613 & PS5089	575,419
D614	980,643
D615 & PS5090	573,558
D701 & PS2362	571,092
D702 & PS4215	1,068,771
D703 & PS2316	930,133
D704 & PS5091	973,267
D705	1,041,997
D706 & PS2090	560,594
D707 & PS5092	750,746
D708 & PS2138	584,823
D709	561,582
D710 & PS5094	1,061,389
D711 & PS5015	987,656
D712 & PS5095	1,006,803
D713 & PS5096	1,054,853
D714, PS2378 & PS5097	1,090,772
D715 & PS4008	786,012
D801 & PS5073	645,550
D802 & PS5032	561,583
D803	610,995
D804 & PS5074	1,031,288
D805 & PS5075	1,127,066
D807 & PS5076	865,613

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D808 & PS4111	1,045,942
D810 & PS5078	578,763
D811	1,002,092
D812, PS2436 & PS5079	560,597
D813	1,079,551
D814 & PS5080	563,955
D901 & PS4118	1,036,167
D903 & PS5081	563,956
D904 & PS5082	1,033,627
D905	1,017,988
D907 & PS2360	1,091,192
D908 & PS5084	571,096
D909 & PS5042	560,599
D910 & PS5138	584,825
D911 & PS5043	666,741
D912 & PS5006	1,111,492
D913 & PS5044	708,633
D914 & PS5045	1,032,296
D915 & PS4090	1,066,847
D1001 & PS5046	1,023,209
D1002 & PS5062	1,064,076
D1003 & PS4218	1,049,193
D1004 & PS5048	925,303
D1005 & PS5049	1,023,210
D1006 & PS4248	1,141,469
D1007 & PS5050	1,137,845
D1008	1,009,933
D1009	578,764
D1010 & PS5051	1,102,930
D1011 & PS5003	882,335
D1012 & PS4225	1,126,395
D1013 & PS4226	1,044,194
D1014 & PS4227	1,093,615
D1015, PS3188 & PS5005	1,088,385
D1101 & PS4228	949,357
D1102 & PS4040	571,099
D1103 & PS2055	686,310
D1104 & PS4230	848,176

Unit No.	TCT No.
D1105 & PS2019	655,161
D1106 & PS4231	1,059,800
D1107 & PS4030	1,112,046
D1108 & PS4232	571,100
D1109 & PS5068	1,046,917
D1110 & PS4233	768,931
D1111 & PS4234	579,639
D1112 & PS5060	1,079,645
D1113 & PS2361	1,088,386
D1114 & PS4235	573,561
D1115 & PS4001	598,585
D1201, PS2023, PS2024 & PS2351	578,765
D1202 & PS4236	1,056,518
D1203 & PS2346	565,186
D1204 & PS4237	560,604
D1205 & PS4038	584,827
D1206 & PS4238	571,101
D1207 & PS5002	1,019,996
D1208	947,048
D1209 & PS4106	1,080,249
D1210 & PS4107	1,109,893
D1211 & PS4005	1,132,207
D1212 & PS4108	561,588
D1213 & PS5034	568,872
D1215 & PS4110	1,035,511
D1301 & PS5009	1,134,743
D1302, PS4011 & PS4027	566,188
D1303 & PS5001	563,959
D1304 & PS4112	781,197
D1305 & PS2053	1,102,288
D1306 & PS4113	571,103
D1307	1,067,041
D1308	1,103,869
D1309 & PS4114	583,603
D1310 & PS4115	794,902
D1311 & PS2383	586,125
D1312 & PS4116	582,143

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D1313	563,960
D1314 & PS2347	573,562
D1401 & PS4029	729,039
D1402 & PS4092	641,543
D1403 & PS5190	1,032,717
D1404 & PS4093	1,047,520
D1405 & PS4036	1,099,782
D1406 & PS4094	1,139,250
D1407	584,828
D1408 & PS4095	1,138,574
D1409 & PS4096	1,100,023
D1410 & PS2355	636,014
D1411 & PS2136	831,523
D1412 & PS4097	1,046,612
D1413 & PS4018	571,104
D1414 & PS4098	976,382
D1415 & PS4009	1,122,335
D1501	1,009,040
D1502 & PS4099	1,131,749
D1503 & PS5008	587,140
D1504 & PS4100	852,557
D1505 & PS4132	573,563
D1506 & PS4101	1,037,226
D1507	1,013,944
D1508 & PS2050	586,569
D1509 & PS4102	573,564
D1510	1,117,235
D1511 & PS4012	902,959
D1512 & PS4103	899,020
D1513	560,611
D1514 & PS4104	576,816
D1515 & PS2304	1,100,538
D1601 & PS3042	931,687
D1602 & PS4055	1,100,420
D1603 & PS2364	587,141
D1604 & PS4063	670,020
D1605 & PS2363	576,817
D1606 & PS4064	566,189

Unit No.	TCT No.
D1607 & PS5038	621,546
D1608 & PS4065	842,675
D1609 & PS4066	565,043
D1610 & PS5151	585,226
D1611 & PS5066	1,079,652
D1612 & PS4067	567,071
D1613	575,428
D1614 & PS4068	613,706
D1615 & PS5013	1,132,678
D1703	1,096,313
D1705 & PS2380	1,053,900
D1706 & PS4072	568,874
D1707 & PS4007	568,875
D1708, PS2222 & PS4073	1,024,374
D1709 & PS4047	587,665
D1710 & PS4074	1,122,078
D1711	705,275
D1712 & PS2020	1,070,469
D1713 & PS4062	1,092,198
D1714 & PS3133	638,270
D1715 & PS4061	686,185
D1801 & PS4060	900,128
D1802 & PS4059	682,869
D1803 & PS5136	584,832
D1804 & PS4058	566,190
D1805 & PS3028	1,130,207
D1806 & PS4213	852,648
D1807 & PS4057	1,083,761
D1808 & PS4056	1,051,365
D1810	706,885
D1811 & PS4105	1,049,897
D1812 & PS5065	1,124,492
D1813 & PS4054	576,819
D1814 & PS4053	1,132,003
D1815 & PS4052	861,291
D1901 & PS4051	1,131,493
D1902 & PS4006	1,047,857
D1903 & PS3423	896,138

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D1904 & PS3424	611,493
D1905 & PS3425	1,118,361
D1906 & PS3426	1,138,007
D1907 & PS3427	1,043,020
D1908 & PS3428	1,013,246
D1909 & PS3429	628,136
D1910 & PS3430	1,070,035
D1911 & PS3431	1,110,945
D1912 & PS3432	561,594
D1913 & PS3433	561,595
D1914 & PS3434	579,646
D1915 & PS3435	1,053,910
D2001 & PS3175	573,567
D2002 & PS3172	579,647
D2003 & PS3199	575,430
D2004 & PS3157	566,191
D2005 & PS3158	1,045,772
D2006 & PS3159	631,362
D2007 & PS3160	566,193
D2008 & PS3161	1,032,829
D2009 & PS3162	1,106,857
D2010 & PS3163	560,621
D2011 & PS3164	576,821
D2012 & PS3165	571,111
D2013 & PS3166	617,209
D2014 & PS3167	1,093,107
D2015 & PS3168	750,754
D2101 & PS3169	566,827
D2102, PS2170 & PS3170	1,093,201
D2103 & PS3171	1,053,383
D2104	1,023,804
D2105 & PS3173	603,164
D2106 & PS3174	1,063,204
D2107 & PS3154	967,154
D2108 & PS5031	1,062,002
D2109 & PS3152	814,504
D2110 & PS3151	839,060
D2111 & PS3150	795,467

Unit No.	TCT No.
D2112 & PS3149	624,737
D2113 & PS3148	573,568
D2114 & PS3089	1,081,053
D2115 & PS3146	680,436
D2201, PS3145 & PS4015	633,831
D2202, PS3144 & PS3231	611,134
D2203 & PS3143	591,984
D2204, PS3142 & PS4003	1,073,580
D2205 & PS3141	1,098,261
D2206 & PS3140	1,111,493
D2207 & PS3139	754,054
D2208 & PS3138	1,016,387
D2209 & PS3137	1,064,603
D2210 & PS3136	1,038,337
D2211 & PS3135	577,665
D2212 & PS3134	1,122,109
D2213 & PS4034	1,107,700
D2214 & PS3132	822,852
D2215, PS2052 & PS3087	613,200
D2301 & PS3086	760,152
D2302 & PS4026	956,292
D2303 & PS3071	568,878
D2304 & PS3083	571,112
D2305 & PS3082	600,348
D2306, PS2226 & PS3081	1,059,292
D2307 & PS3080	1,086,941
D2308 & PS3079	1,066,789
D2310 & PS3077	899,994
D2311 & PS3076	728,057
D2312 & PS3075	1,076,284
D2313 & PS3074	889,884
D2314 & PS3073	725,846
D2315 & PS3090	563,967
D2401, PS2089 & PS3084	1,130,420
D2402 & PS3070	775,238
D2403 & PS3069	874,479
D2404 & PS3068	577,666
D2405 & PS3067	568,879

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D2406 & PS3066	983,729
D2407 & PS3065	650,387
D2408 & PS3064	1,126,455
D2409 & PS3063	563,969
D2410 & PS3062	1,126,454
D2411 & PS3061	560,624
D2412 & PS3060	953,999
D2413 & PS3059	1,108,342
D2414 & PS3058	578,769
D2415 & PS3057	573,571
D2501 & PS3056	1,117,702
D2502, PS3055 & PS4254	1,083,485
D2503 & PS3054	1,100,084
D2504 & PS3053	561,601
D2505 & PS3052	840,475
D2506 & PS3051	616,776
D2507 & PS3050	584,837
D2508 & PS3049	1,060,011
D2509 & PS3048	582,150
D2510 & PS3047	681,163
D2511 & PS3046	577,667
D2512 & PS3045	722,063
D2513 & PS3007	680,435
D2514 & PS3024	586,570
D2515 & PS3023	566,199
D2601 & PS3022	1,064,504
D2602 & PS4147	660,145
D2603 & PS3006	703,409
D2604 & PS4021	587,670
D2605 & PS3018	563,971
D2606 & PS3016	1,132,975
D2607 & PS4022	967,884
D2608, PS2305 & PS3015	1,044,842
D2609 & PS3014	1,139,242
D2610 & PS3013	584,838
D2611 & PS3012	1,142,524
D2612 & PS3011	709,368
D2613 & PS4023	1,091,669

Unit No.	TCT No.
D2614 & PS4024	583,571
D2615	1,070,268
D2701 & PS3025	561,603
D2702 & PS3020	1,055,471
D2703 & PS3005	682,152
D2704	1,036,597
D2705 & PS3003	577,669
D2706 & PS3002	1,138,049
D2707 & PS3001	563,973
D2708 & PS3196	560,627
D2709 & PS3195	1,041,056
D2710 & PS3194	1,086,988
D2711 & PS3193	1,043,270
D2712 & PS3192	773,034
D2713 & PS3191	685,581
D2714 & PS3190	610,393
D2715 & PS3189	839,786
D2801 & PS4002	563,974
D2802, PS3187 & PS4014	948,439
D2803 & PS3186	1,123,377
D2804 & PS3185	677,997
D2805 & PS3184	923,019
D2806 & PS3183	582,153
D2807 & PS3182	577,670
D2808 & PS3181	578,770
D2809 & PS3180	1,075,918
D2810 & PS3179	561,607
D2811 & PS3178	1,076,728
D2812 & PS3177	949,746
D2813 & PS3176	959,805
D2814 & PS3131	1,075,868
D2815 & PS3130	734,029
D2901 & PS3129	1,095,076
D2902 & PS3128	1,111,256
D2903 & PS3127	1,069,245
D2904 & PS3072	889,692
D2905 & PS3125	1,125,054
D2906 & PS3124	631,361

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D2907 & PS3123	921,077
D2908 & PS3122	987,078
D2909 & PS3121	1,103,754
D2910 & PS3120	919,462
D2911 & PS3119	1,108,419
D2912 & PS3118	619,430
D2913 & PS3117	561,611
D2914 & PS3397	863,608
D2915 & PS3115	960,068
D3001 & PS3114	900,127
D3002 & PS3388	849,879
D3003 & PS3112	638,532
D3004 & PS3111	1,137,930
D3005 & PS3110	1,080,138
D3006 & PS3109	566,202
D3007 & PS3108	1,127,409
D3008 & PS3107	582,565
D3009 & PS3106	702,232
D3010 & PS3105	1,139,245
D3011 & PS3104	1,075,153
D3012 & PS3103	578,776
D3013 & PS3102	1,118,359
D3014 & PS3101	571,119
D3015 & PS3100	959,806
D3101 & PS3099	954,826
D3102 & PS3098	1,128,430
D3103 & PS5188	1,106,033
D3104 & PS3096	815,928
D3105 & PS3095	578,777
D3106 & PS3094	1,105,826
D3107 & PS3093	560,633
D3108 & PS3147	1,015,931
D3109 & PS3091	868,136
D3110 & PS3126	841,986
D3111 & PS3156	916,348
D3112 & PS3088	1,075,177
D3113 & PS4045	561,613
D3114 & PS3026	575,438

Unit No.	TCT No.
D3115 & PS3039	667,461
D3201 & PS3038	930,988
D3202 & PS3037	594,396
D3203 & PS3036	678,347
D3204 & PS3035	965,796
D3205 & PS3034	1,092,197
D3206 & PS3033	1,082,587
D3207 & PS3032	855,901
D3208 & PS3044	1,055,051
D3209 & PS4016	870,698
D3210 & PS3029	1,117,758
D3211 & PS4020	1,133,878
D3212 & PS3031	992,966
D3213 & PS3021	880,944
D3214 & PS3027	563,979
D3215 & PS3043	786,095
C101	575,196
C102, PS2309 & PS3019	1,053,262
C103 & PS4035	582,131
C104, PS2358 & PS5137	707,099
C105, PS2339, PS2340 & PS4049	588,273
C106 & PS3097	1,091,222
C107	922,605
C108 & PS2356	571,082
C109, PS2223 & PS2224	710,691
C110 & PS3092	1,039,629
C111	571,084
C112	1,031,368
C113	677,473
C114, PS2254, PS2255, PS2257 & PS4246	669,129
C115, PS4244 & PS4245	669,130
C116	669,131
C117A	883,220
C118	669,132
C119A & PS4247	802,592
C201, PS5064 & PS5215	839,914

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
C202 & PS5052	1,010,614
C203, PS5207 & PS5208	1,069,596
C204, PS5204, PS5212 & PS5213	1,070,651
C205 & PS5216	1,084,200
C206	1,084,199
C207, PS5196, PS5197 & PS5202	824,674
C208A, PS2092, PS2093, PS5033 & PS5054	577,652
C209, PS4239 & PS5203	1,114,482
C210A	883,218
C210D, PS5139, PS5140 & PS5195	577,654
C211A, PS2425, PS5205, PS5210 & PS5217 through PS5219	1,062,218
C117B & PS3253	1,105,809
C119B, D501, D806, D809, D815, D902, D906, D1214, D1315, D1701, D1702, D1704, D1809, D2309, E412, E509, E601, E811, E1015, E2801, E2807, E2813, PS2087, PS2168, PS2334, PS3041, PS3078, PS3220, PS3226, PS3387, PS4069, PS4070, PS4071, PS4075, PS4077, PS4109, PS4117, PS4190, PS4255, PS4256, PS5027, PS5077, PS5083, PS5116 & PS5169	551,542
C119C, PS5004, PS5036, PS5037, PS5039, PS5040, PS5147, PS5192, PS5193, PS5194, PS5198, PS5199 & PS5201	1,065,907
C211B, PS5112, PS5120, PS5125, PS5128 & PS5131	1,062,217

Unit No.	TCT No.
C208B, PS5019, PS5156 & PS5157	1,054,793
C208C, PS5104 & PS5105	1,054,794
C208D, PS5058, PS5061, PS5067 & PS5069	1,054,795
C210B, PS4222, PS5016, PS5017, PS5047, PS5055, PS5056, PS5057, PS5070, PS5071 & PS5072	883,221
C210C, PS5102 & PS5110	577,653
C211C	1,029,785
C211D, C211E, PS3389, PS4212, PS4214, PS4217, PS5124, PS5166 & PS5177	1,057,730
C117C, PS2225, PS2303, PS4220 & PS4221	1,085,133
PS1001 thru PS1456, PS2001 thru PS2016, PS2025 thru PS2049, PS2056, PS2058 thru PS2069, PS2071 thru PS2083, PS2085, PS2086, PS2094 thru PS2134, PS2137, PS2139, PS2141 thru PS2167, PS2171, PS2174 thru PS 2176, PS2179 thru PS2219, PS2221, PS2229 thru PS2241, PS2244 thru PS2249, PS2258 thru PS2260, PS2263 thru PS2302, PS2306, PS2311, PS2312, PS2314, PS2315, PS2317 thru PS2323, PS2325 thru PS2329, PS2333, PS2384 thru PS2399, PS2401, PS2403 thru PS2407, PS2409 thru PS2419, PS2421, PS2426, PS2427, PS2429 thru PS2435, PS2438 thru PS2444	551,543

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
PS2021 & PS2022	1,040,582
PS2051	820,865
PS2169	645,017
PS2178	1,019,788
PS2332	1,038,864
PS2337	592,117
PS2344	1,101,552
PS2376	751,533
PS2422	906,681
PS2088	839,783
PS2352	584,855
PS3004	561,604
PS3116	561,612

Unit No.	TCT No.
PS3155	1,056,510
PS 3321 & PS4209	677,472
PS4010	839,912
PS4025	1,083,193
PS4039	785,905
PS4211	1,058,692
PS5101	883,217
PS5141	730,280
PS5187	1,070,309
PS5206, PS5209, PS5211 & PS5214	879,610
PS5220	858,739

BERETANIA STREET

FORT STREET

NUUANU STREET

KUKUI STREET

PROPOSED
GENERATOR
& ENCLOSURE

PLOT PLAN
SCALE : 1"=50'-0"

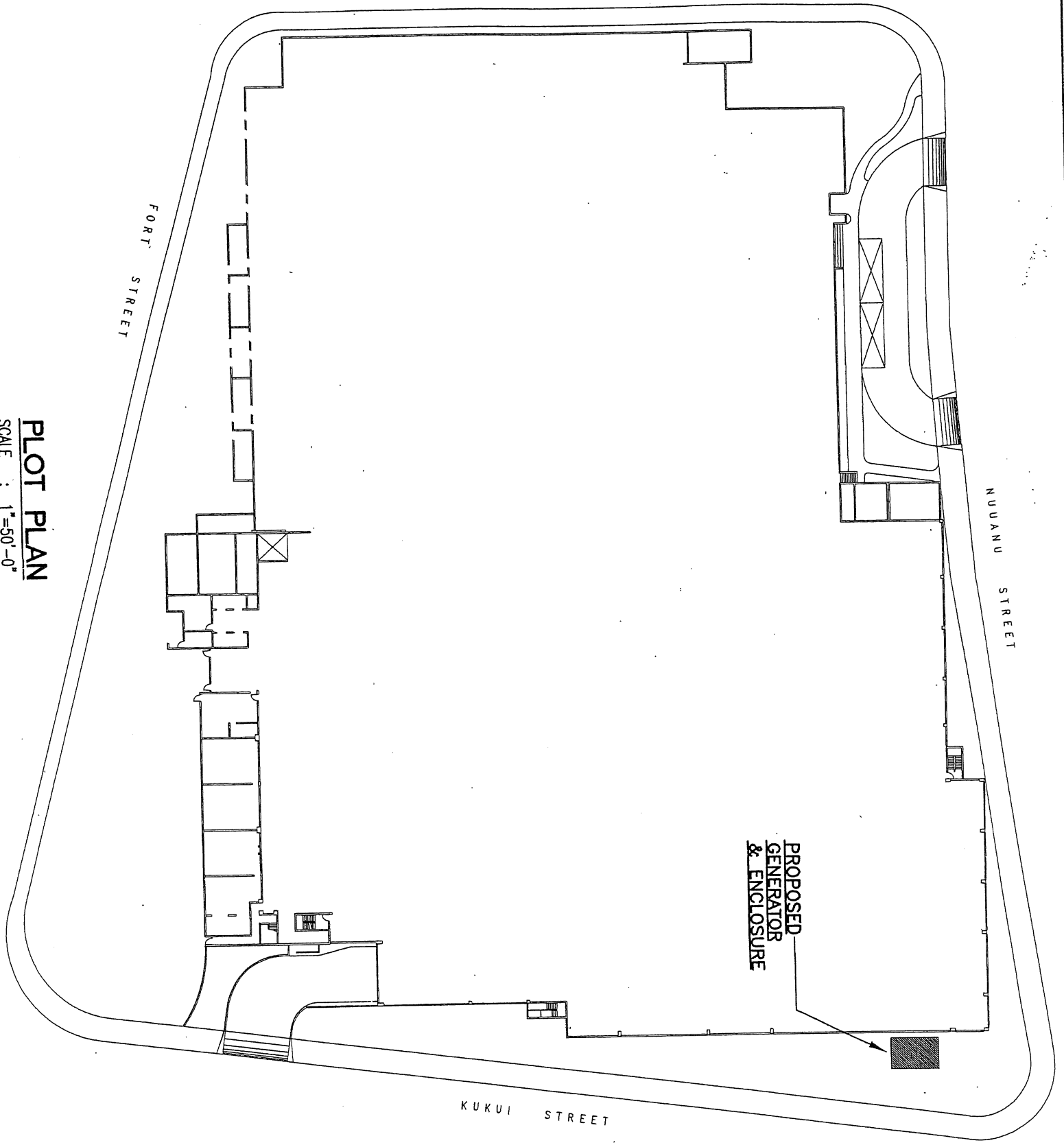


EXHIBIT B

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF APARTMENT UNITS

EWA TOWER APARTMENTS

APARTMENT NUMBER	NUMBER OF BEDROOMS	APARTMENT TYPE	PERCENTAGE INTEREST
E - 202	3	D	.164112
E - 204	1	A	.073329
E - 206	1	A	.073329
E - 208	1	A	.073329
E - 210	1	A	.073329
E - 212	1	A-1	.072872
E - 214	2	C-1	.105962
E - 302	3	D	.164112
E - 304	1	A	.073329
E - 306	1	A	.073329
E - 308	1	A	.073329
E - 310	1	A	.073329
E - 312;	1	A-1	.072872
E - 314	2	C-1	.105962
E - 401	2	B-1	.135922
E - 402	3	D	.164112
E - 404	1	A	.073329
E - 405	1	A	.073329
E - 406	1	A	.073329
E - 407	1	A	.073329
E - 408	1	A	.073329
E - 409	1	A	.073329
E - 410	1	A	.073329
E - 411	1	A	.073329
E - 412	1	A-1	.072872
E - 413	1	A-1	.072872
E - 414	2	C	.105962
E - 415	2	C	.105962
E - 501 to E - 2401	2	B	.136085
E - 502 to E - 2402	3	D	.164112
E - 503 to E - 2403	1	A	.073329
E - 504 to E - 2404	1	A	.073329
E - 505 to E - 2405	1	A	.073329
E - 506 fa E - 2406	1	A	.073329
E - 507 to E - 2407	1	A	.073329
E - 508 to E - 2408	1	A	.073329
E - 509 to E - 2409	1	A	.073329
E - 510 to E - 2410	1	A	.073329
E - 511 to E - 2411	1	A	.073329
E - 512 to E - 2412	1	A-1	.072872
E - 513 to E - 2413	1	A-1	.072872
E - 514 to E - 2414	2	C	.105962
E - 515 to E - 2415	2	C	.105962
E - 2501 to E - 3201	2	B	.136085
E - 2502 to E - 3202	3	D-1	.177149
E - 2503 to E - 3203	1	A	.073329
E - 2504 to E - 3204	1	A	.073329
E - 2505 to E - 3205	1	A	.073329
E - 2506 to E - 3206	1	A	.073329
E - 2507 to E - 3207	1	A	.073329
E - 2508 to E - 3208	1	A	.073329
E - 2509 to E - 3209	1	A	.073329
E - 2510 to E - 3210	1	A	.073329
E - 2511 to E - 3211	1	A	.073329
E - 2512 to E - 3212	1	A-1	.072872
E - 2513 to E - 3213	1	A-1	.072872
E - 2514 to E - 3214	2	C	.105962
E - 2515 to E - 3215	2	C	.105962

EXHIBIT B

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF APARTMENT UNITS

DIAMOND HEAD TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE INTERE</u>
D - 106	1	A	.073329
D - 108	1	A	.073329
D - 110	1	A	.073329
D - 112	1	A-1	.072872
D - 114	2	C-1	.105962
D - 204	1	A	.073329
D - 206	1	A	.073329
D - 208	1	A	.073329
D - 210	1	A	.073329
D - 212	1	A-1	.072872
D - 214	2	C	.105962
D - 301	2	B-2	.136085
D - 302	3	D	.164112
D - 304	1	A	.073329
D - 305	1	A	.073329
D - 306	1	A	.073329
D - 307	1	A	.073329
D - 308	1	A	.073329
D - 309	1	A	.073329
D - 310	1	A	.073329
D - 311	1	A	.073329
D - 312	1	A-1	.072872
D - 313	1	A-1	.072872
D - 314	2	⊘	.105962
D - 315	2	⊘	.105962
D - 401	2	B-2	.136085
D - 402	3	D	.164112
D - 403	1	A	.073329
D - 404	1	A	.073329
D - 405	1	A	.073329
D - 406	1	A	.073329
D - 407	1	A	.073329
D - 408	1	A	.073329
D - 409	1	A	.073329
D - 410	1	A	.073329
D - 411	1	A	.073329
D - 412	1	A-1	.072872
D - 413	1	A-1	.072872
D - 414	2	C	.105962
D - 415	2	C	.105962
D -501 to D - 2401	2	B	.136085
D -502 to D - 2402	3	D	.164112
D -503 to D - 2403	1	A	.073329
D -504 to D - 2404	1	A	.073329
D -505 to D - 2405	1	A	.073329
D -506 to D - 2406	1	A	.073329
D -507 to D - 2407	1	A	.073329
D -508 to D - 2408	1	A	.073329
D -509 to D - 2409	1	A	.073329
D -510 to D - 2410	1	A	.073329
D -511 to D - 2411	1	A	.073329
D -512 to D - 2412	1	A-1	.072872
D -513 to D - 2413	1	A-1	.072872
D -514 to D - 2414	2	C	.105962
D -515 to D - 2415	2	C	.105962

EXHIBIT B
 KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME
 SCHEDULE OF APARTMENT UNITS
 DIAMOND HEAD TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE INTEREST</u>
D - 2501 to D - 3201	2	B	.136085
D - 2502 to D - 3202	3	D-1	.177149
D - 2503 to D - 3203	1	A	.073329
D - 2504 to D - 3204	1	A	.073329
D - 2505 to D - 3205	1	A	.073329
D - 2506 to D - 3206	1	A	.073329
D - 2507 to D - 3207	1	A	.073329
D - 2508 to D - 3208	1	A	.073329
D - 2509 to D - 3209	1	A	.073329
D - 2510 to D - 3210	1	A	.073329
D - 2511 to D - 3211	1	A	.072872
D - 2512 to D - 3212	1	A-1	.072872
D - 2513 to D - 3213	1	A-1	.105962
D - 2514 to D - 3214	2	C	
D - 2515 to D - 3215	2	C	.105962

EXHIBIT A

RECEIVED NOV 2 9 1989

BLOCK "G", KUKUI PLAZA

ALL OF THOSE CERTAIN PARCELS OF LAND BOUNDED BY BERETANIA, FORT AND KUKUI STREETS AND NUUANU AVENUE, AT KAOPUAUA, HONOLULU, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

-FIRST-

BEING PORTIONS OF DEED: KAMEHAMEHA III TO WILLIAM WOND DATED APRIL 30, 1851 AND RECORDED IN LIBER 1, PAGE 330; R. P.'S 5734 and 6966, L. C. AW. 991 TO HONAUNAU; R. P. 1741, L. C. AW. 734, APANA 1 TO IONA PIKOI; R. P. 4484, L. C. AW. 7712, APANA 6, NO. 3-A TO M. KEKUANAOA FOR V. KAMAMALU; R. P. 1125, L. C. AW. 709, APANA 1 TO PEHU; AND L. P. 8435, L. C. AW. 10806, APANA 13, NO. 1 TO KAMEHAMEHA III.

BEGINNING AT THE EAST CORNER OF THIS PARCEL OF LAND, ON THE NEW SOUTHWEST SIDE OF KUKUI STREET, THE TRUE AZIMUTH AND DISTANCE FROM THE NORTH CORNER OF LAND COURT APPLICATION 1731 (MAP 1) BEING 56° 14' 5.00 FEET, AS SHOWN ON DIVISION OF LAND SURVEY AND ACQUISITION PARCEL MAP FILE NO. 15-9-3-36, THENCE RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1.	56° 14'	52.64	FEET ALONG LAND COURT APPLICATION 1731 (MAP 1);
2.	55° 43'	71.16	FEET ALONG SAME;
3.	142° 54'	82.15	FEET ALONG REMAINDER OF L. P. 8435, L. C. AW. 10806, APANA 13, NO. 1 TO KAMEHAMEHA III;
4.	40° 55'	90.44	FEET ALONG SAME;
5.	314° 59'	108.25	FEET ALONG SAME AND ALONG LAND COURT APPLICATION 1731 (MAP 1);
6.	258° 29'	21.44	FEET ALONG LAND COURT APPLICATION 1731 (MAP 1);
7.	243° 35'	16.77	FEET ALONG SAME;
8.	331° 24'	43.56	FEET ALONG SAME;
9.	61° 14'	126.87	FEET ALONG THE NORTHWEST SIDE OF FORT STREET;
10.	147° 48'	61.85	FEET ALONG LOT 2 (MAP 1) OF LAND COURT APPLICATION 1183;
11.	147° 42'	68.60	FEET ALONG LOTS 2 AND 1 (MAP 1) OF LAND COURT APPLICATION 1183;
12.	106° 50'	36.45	FEET ALONG LOT 1 (MAP 2) OF LAND COURT APPLICATION 1183;
13.	182° 37'	0.44	OF A FOOT ALONG SAME;
14.	106° 50'	26.60	FEET ALONG SAME;
15.	108° 58'	66.00	FEET ALONG SAME;

42576

16. 114° 20' 2.20 FEET ALONG SAME;
17. 51° 58' 30" 54.78 FEET ALONG SAME;
18. 325° 50' 81.06 FEET ALONG SAME;
19. 54° 51' 104.97 FEET ALONG LAND COURT APPLICATION 695 (MAP 1);
20. 139° 38' 110.05 FEET ALONG THE NEW NORTHEAST SIDE OF BERETANIA STREET;
21. 233° 10' 62.58 FEET ALONG LOT A (MAP 2) OF LAND COURT APPLICATION 789;
22. 141° 33' 45.06 FEET ALONG SAME;
23. 145° 10' 44.10 FEET ALONG LAND COURT APPLICATION 684 (MAP 1);
24. 143° 00' 27.73 FEET ALONG SAME;
25. 230° 00' 64.10 FEET ALONG THE NEW SOUTHEAST SIDE OF NUUANU AVENUE;
26. THENCE STILL ALONG SAME, ON A CURVE TO THE LEFT WITH A RADIUS OF 1,088.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING 225° 42' 30" 162.84 FEET;
27. 221° 25' 231.72 FEET ALONG SAME;
28. THENCE ALONG THE NEW SOUTH CORNER OF NUUANU AVENUE AND KUKUI STREET, ON A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING 274° 20' 30" 47.87 FEET;
29. 327° 16' 270.71 FEET ALONG THE NEW SOUTHWEST SIDE OF KUKUI STREET;
30. THENCE STILL ALONG SAME, ON A CURVE TO THE LEFT WITH A RADIUS OF 800.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING 325° 50' 40.02 FEET;
31. THENCE STILL ALONG SAME, ON A CURVE TO THE RIGHT WITH A RADIUS OF 800.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING 325° 50' 40.02 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 149,892 SQUARE FEET, OR THEREABOUTS.

SUBJECT, HOWEVER, TO A SANITARY SEWER AND STORM DRAIN EASEMENT, 15.00 FEET WIDE, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST END OF THIS CENTERLINE, THE AZIMUTH AND DISTANCE FROM THE END OF COURSE 15 OF THE PARCEL DESCRIBED ABOVE BEING 226° 34' 35" 129.94 FEET, THENCE RUNNING BY AZIMUTHS MEASURE CLOCKWISE FROM THE TRUE SOUTH:

1. 325° 50' 00" 184.80 FEET TO THE SOUTHEAST END OF THIS CENTERLINE AND CONTAINING AN AREA OF 2,274 SQUARE FEET.

-SECOND- BEING A PORTION OF L. P. 8435, L. C. AW. 10806, APANA 13 TO KAMEHAMEHA III, AND BEING ALSO PARCEL F-2b, BLOCK "F" OF KUKUI PROJECT HAWAII R-2 OF THE HONOLULU REDEVELOPMENT AGENCY, CITY AND COUNTY OF HONOLULU.

BEGINNING AT THE NORTH CORNER OF THIS PARCEL OF LAND, THE COORDINATES OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "PUNCHBOWL" BEING 32.03 FEET NORTH AND 3,213.92 FEET WEST, AS SHOWN ON DIVISION OF LAND SURVEY AND ACQUISITION PARCEL MAP FILE NO. 15-9-3-36, AND RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. 322° 54' 82.15 FEET ALONG REMAINDER OF L. P. 8435, L. C. AW. 10806, APANA 13 TO KAMEHAMEHA III;
2. 55° 43' 80.30 FEET ALONG LAND COURT APPLICATION 1731;
3. 134° 59' 60.00 FEET ALONG REMAINDER OF L. P. 8435, L. C. AW. 10806, APANA 13 TO KAMEHAMEHA III;
4. 220° 55' 90.44 FEET ALONG SAME TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 6,000 SQUARE FEET, OR THEREABOUTS.

-THIRD- LOT 2, AREA 12,870.0 SQUARE FEET, AS SHOWN ON MAP 2, FILED IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT OF THE STATE OF HAWAII WITH LAND COURT APPLICATION NO. 695 OF CHARLES M. COOKE, LIMITED.

-FOURTH- LOT 2, AREA 19,218 SQUARE FEET, AS SHOWN ON MAP 2, FILED IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT OF THE STATE OF HAWAII WITH LAND COURT APPLICATION NO. 1731 OF WONG AU MEW NGAN.

-FIFTH- LOT 2, AREA 4,503.0 SQUARE FEET, AS SHOWN ON MAP 2, FILED IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT OF THE STATE OF HAWAII WITH LAND COURT APPLICATION NO. 684 OF CHARLES M. COOKE, LIMITED.

-SIXTH- LOT A-2, AREA 2,856.0 SQUARE FEET, AS SHOWN ON MAP 3, FILED IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT OF THE STATE OF HAWAII WITH LAND COURT APPLICATION NO. 789 OF HAWAIIAN TRUST COMPANY, LIMITED, TRUSTEE.

-SEVENTH- LOTS 1, AREA 25,382 SQUARE FEET, AND 2, AREA 729 SQUARE FEET, AS SHOWN ON MAP 1, FILED IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT OF THE STATE OF HAWAII WITH LAND COURT APPLICATION NO. 1183 OF CONSOLIDATED AMUSEMENT COMPANY, LIMITED.

AS TO PARCELS THIRD TO SEVENTH, INCLUSIVE, BEING THE PREMISES DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 174,791 ISSUED TO THE CITY AND COUNTY OF HONOLULU, A MUNICIPAL CORPORATION.

SUBJECT, HOWEVER, AS TO PARCELS FIRST THROUGH SEVENTH, INCLUSIVE:

1. RESERVATION IN FAVOR OF THE STATE OF HAWAII OF ALL MINERAL AND METALLIC MINES.
2. THE COVENANTS IN DEED DATED AUGUST 27, 1968, FILED AS LAND COURT DOCUMENT NO. 471629 AND ALSO RECORDED IN LIBER 6500 ON PAGE 224.

3. DECLARATION OF COVENANTS AFFECTING REDEVELOPMENT SITES IN THE KUKUI PROJECT DESIGNATED FOR PUBLIC USES, DATED AUGUST 7, 1964, FILED AS LAND COURT DOCUMENT NO. 351089, ALSO RECORDED IN LIBER 4981 ON PAGE 382, THE DECLARATION OF COVENANTS AFFECTING REDEVELOPMENT SITES IN THE KUKUI PROJECT DESIGNATED FOR BUSINESS USE, DATED MARCH 16, 1962, FILED AS LAND COURT DOCUMENT NO. 298728, ALSO RECORDED IN LIBER 4238 ON PAGE 320 AND THE REVISED URBAN RENEWAL PLAN FOR THE KUKUI PROJECT DATED JULY 27, 1965, FILED AS LAND COURT DOCUMENT NO. 384245, ALSO RECORDED IN LIBER 5275 ON PAGE 561.
4. DISPOSITION-REDEVELOPMENT AGREEMENT DATED AUGUST 27, 1968, FILED AS LAND COURT DOCUMENT NO. 471628 AND ALSO RECORDED IN LIBER 6500 ON PAGE 197, ENTERED INTO BY AND BETWEEN HONOLULU REDEVELOPMENT AGENCY AND THE CITY AND COUNTY OF HONOLULU.
5. DECLARATION OF COVENANTS AFFECTING REDEVELOPMENT SITES IN THE KUKUI PROJECT, DESIGNATED FOR PLANNED DEVELOPMENT USE DATED JULY 9, 1968, FILED AS LAND COURT DOCUMENT NO. 470704 AND ALSO RECORDED IN LIBER 6483 ON PAGE 147.
6. THE TERMS AND CONDITIONS OF THAT CERTAIN HRA LEASE DATED JUNE 21, 1972, FILED AS LAND COURT DOCUMENT NO. 624479 AND ALSO RECORDED IN LIBER 9040 ON PAGE 297, ENTERED INTO BY AND BETWEEN THE CITY AND COUNTY OF HONOLULU, AS LESSOR, AND HONOLULU REDEVELOPMENT AGENCY, A COUNTY AGENCY AND PUBLIC BODY, CORPORATE AND POLITIC OF THE CITY AND COUNTY OF HONOLULU, AS LESSEE; DEMISING AND LEASING THE PREMISES UNDER SEARCH FOR THE TERM OF 80 YEARS COMMENCING JULY 1, 1972. SAID LEASE WAS AMENDED BY INSTRUMENT DATED MARCH 13, 1974, FILED AS DOCUMENT NO. 673405 AND ALSO RECORDED IN LIBER 9789 AT PAGE 245.
7. TERMS, AGREEMENTS, RESERVATIONS, COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN MASTER SUBLEASE DATED MARCH 28, 1973, FILED AS DOCUMENT NO. 624480 AND ALSO RECORDED IN LIBER 9040 AT PAGE 339, AS AMENDED BY INSTRUMENT DATED SEPTEMBER 21, 1973, FILED AS DOCUMENT NO. 652266 AND ALSO RECORDED IN LIBER 9522, PAGE 313 AND AS FURTHER AMENDED BY INSTRUMENT DATED MARCH 13, 1974 FILED AS DOCUMENT NO. 673405 AND ALSO RECORDED IN LIBER 9789, PAGE 245.

EXHIBIT B

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF APARTMENT UNITS

EWA TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE INTEREST</u>
E - 202	3	D	
E - 204	1	A	.164112
E - 206	1	A	.073329
E - 208	1	A	.073329
E - 210	1	A	.073329
E - 212	1	A	.073329
E - 214	2	A-1	.072872
		C-1	.105962
E - 302	3	D	
E - 304	1	A	.164112
E - 306	1	A	.073329
E - 308	1	A	.073329
E - 310	1	A	.073329
E - 312	1	A	.073329
E - 314	2	A-1	.072872
		C-1	.105962
E - 401	2	B-1	
E - 402	3	D	.135922
E - 404	1	A	.164112
E - 405	1	A	.073329
E - 406	1	A	.073329
E - 407	1	A	.073329
E - 408	1	A	.073329
E - 409	1	A	.073329
E - 410	1	A	.073329
E - 411	1	A	.073329
E - 412	1	A	.073329
E - 413	1	A	.073329
E - 414	1	A-1	.072872
E - 415	2	A-1	.072872
		C	.105962
		C	.105962
E - 501 to E - 2401	2	B	
E - 502 to E - 2402	3	D	.136085
E - 503 to E - 2403	1	A	.164112
E - 504 to E - 2404	1	A	.073329
E - 505 to E - 2405	1	A	.073329
E - 506 to E - 2406	1	A	.073329
E - 507 to E - 2407	1	A	.073329
E - 508 to E - 2408	1	A	.073329
E - 509 to E - 2409	1	A	.073329
E - 510 to E - 2410	1	A	.073329
E - 511 to E - 2411	1	A	.073329
E - 512 to E - 2412	1	A	.073329
E - 513 to E - 2413	1	A-1	.072872
E - 514 to E - 2414	2	A-1	.072872
E - 515 to E - 2415	2	C	.105962
		C	.105962
E - 2501 to E - 3201	2	B	
E - 2502 to E - 3202	3	D-1	.136085
E - 2503 to E - 3203	1	A	.177149
E - 2504 to E - 3204	1	A	.073329
E - 2505 to E - 3205	1	A	.073329
E - 2506 to E - 3206	1	A	.073329
E - 2507 to E - 3207	1	A	.073329
E - 2508 to E - 3208	1	A	.073329
E - 2509 to E - 3209	1	A	.073329
E - 2510 to E - 3210	1	A	.073329
E - 2511 to E - 3211	1	A	.073329
E - 2512 to E - 3212	1	A	.073329
E - 2513 to E - 3213	1	A-1	.072872
E - 2514 to E - 3214	2	A-1	.072872
E - 2515 to E - 3215	2	C	.105962
		C	.105962

EXHIBIT B

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF APARTMENT UNITS

DIAMOND HEAD TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE INTEREST</u>
D - 106	1		
D - 108	1	A	.073329
D - 110	1	A	.073329
D - 112	1	A	.073329
D - 114	2	A-1 C-1	.072872 .105962
D - 204	1		
D - 206	1	A	.073329
D - 208	1	A	.073329
D - 210	1	A	.073329
D - 212	1	A	.073329
D - 214	2	A-1 C	.072872 .105962
D - 301	2		
D - 302	3	B-2	.136085
D - 304	1	D	.164112
D - 305	1	A	.073329
D - 306	1	A	.073329
D - 307	1	A	.073329
D - 308	1	A	.073329
D - 309	1	A	.073329
D - 310	1	A	.073329
D - 311	1	A	.073329
D - 312	1	A	.073329
D - 313	1	A	.073329
D - 314	1	A-1	.072872
D - 315	2	A-1 C	.072872 .105962
D - 401	2	C	.105962
D - 402	2		
D - 403	3	B-2	.136085
D - 404	1	D	.164112
D - 405	1	A	.073329
D - 406	1	A	.073329
D - 407	1	A	.073329
D - 408	1	A	.073329
D - 409	1	A	.073329
D - 410	1	A	.073329
D - 411	1	A	.073329
D - 412	1	A	.073329
D - 413	1	A	.073329
D - 414	1	A-1	.072872
D - 415	2	A-1 C	.072872 .105962
D - 501 to D - 2401	2	C	.105962
D - 502 to D - 2402	3	B	.136085
D - 503 to D - 2403	1	D	.164112
D - 504 to D - 2404	1	A	.073329
D - 505 to D - 2405	1	A	.073329
D - 506 to D - 2406	1	A	.073329
D - 507 to D - 2407	1	A	.073329
D - 508 to D - 2408	1	A	.073329
D - 509 to D - 2409	1	A	.073329
D - 510 to D - 2410	1	A	.073329
D - 511 to D - 2411	1	A	.073329
D - 512 to D - 2412	1	A	.073329
D - 513 to D - 2413	1	A	.073329
D - 514 to D - 2414	1	A-1	.072872
D - 515 to D - 2415	2	A-1 C	.072872 .105962

EXHIBIT B

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF APARTMENT UNITS

DIAMOND HEAD TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>PERCENTAGE INTEREST</u>
D - 2501 to D - 3201	2	B	.136085
D - 2502 to D - 3202	3	D-1	.177149
D - 2503 to D - 3203	1	A	.073329
D - 2504 to D - 3204	1	A	.073329
D - 2505 to D - 3205	1	A	.073329
D - 2506 to D - 3206	1	A	.073329
D - 2507 to D - 3207	1	A	.073329
D - 2508 to D - 3208	1	A	.073329
D - 2509 to D - 3209	1	A	.073329
D - 2510 to D - 3210	1	A	.073329
D - 2511 to D - 3211	1	A	.073329
D - 2512 to D - 3212	1	A	.073329
D - 2513 to D - 3213	1	A-1	.072872
D - 2514 to D - 3214	2	A-1	.072872
D - 2515 to D - 3215	2	C	.105962
		C	.105962

EXHIBIT C

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF COMPACT AND UNCOVERED PARKING STALLS

COMPACT PARKING STALLS

<u>Level</u>	<u>Stall Numbers</u>	<u>Total</u>	
First	1026 to 1046, inclusive	21	
	1049	1	
	1050	1	
	1095 to 1111, inclusive	17	
	1116 to 1118, inclusive	3	
	1355	1	
	1356	1	
	1389 to 1391, inclusive	3	
	1396 to 1398, inclusive	3	
	1400 to 1402, inclusive	3	
	1411 to 1434, inclusive	24	
	Second	2025 to 2045, inclusive	21
		2048	1
		2049	1
2094 to 2110, inclusive		17	
2343		1	
2344		1	
2377 to 2379, inclusive		3	
2385		1	
2386		1	
2388 to 2390, inclusive		3	
2399 to 2424, inclusive		26	
2428		1	
2433		1	
2440		1	
Third	3008 to 3010, inclusive	3	
	3017	1	
	3019	1	
	3028	1	
	3042	1	
	3085	1	
Fourth	4003	1	
	4017	1	
Fifth	5003	1	
	5017	1	

UNCOVERED PARKING STALLS

<u>Level</u>	<u>Stall Numbers</u>	<u>Total</u>
Fourth	4209 to 4222, inclusive	14
Fifth	5189 to 5202, inclusive	14

EXHIBIT D

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF COMMERCIAL AREAS

<u>LEVEL</u>	<u>UNIT DESIGNATION</u>	<u>AREA (SQ.FT.) PER PLANS</u>	<u>PERCENTAGE INTEREST</u>
First	C - 101	1016.65	.117994
"	C - 102	624.33	.072461
"	C - 103	624.33	.072461
"	C - 104	623.32	.072344
"	C - 105	763.23	.088582
"	C - 106	635.58	.073766
"	C - 107	635.58	.073766
"	C - 108	622.70	.072272
"	C - 109	745.03	.086469
"	C - 110	638.29	.074081
"	C - 111	744.64	.086424
"	C - 112	742.89	.086221
"	C - 113	653.74	.065429
"	C - 114	901.04	.104576
"	C - 115	899.95	.104450
"	C - 116	1470.66	.170687
"	C - 117A	2920.36	.339156
"	C - 117B	1247.00	.144608
"	C - 117C	965.35	.111947
"	C - 118	2652.55	.307859
"	C - 119A	846.14	.097652
"	C - 119B	1390.33	.159446
"	C - 119C	6327.79	.736884
Second	C - 201	1119.45	.129925
"	C - 202	905.29	.105069
"	C - 203	902.98	.104801
"	C - 204	902.98	.104801
"	C - 205	902.98	.104801
"	C - 206	900.22	.104481
"	C - 207	1735.12	.201381
"	C - 208A	2001.12	.232253
"	C - 208B	2030.12	.235619
"	C - 208C	1377.00	.159817
"	C - 208D	1307.21	.151717
"	C - 209	2652.55	.307859
"	C - 210A	3960.00	.459604
"	C - 210B	1830.00	.212393
"	C - 210C	460.08	.053398
"	C - 210D	691.00	.080198
"	C - 211A	2382.75	.279946
"	C - 211B	2032.26	.238768
"	C - 211C	1458.00	.169454
"	C - 211D	1300.00	.151090
"	C - 211E	1300.00	.151090

Revised by:

Oceanside Properties, Inc.
December 1, 1978

EXHIBIT E
KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF HRA APARTMENT UNITS

EWA TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>SALES PRICE</u>
E - 202	3		
E - 206	1	D	\$41,400
E - 210	1	A	24,540
		A	24,540
E - 302	3		
E - 306	1	D	41,820
		A	24,780
E - 401	2		
E - 402	3	B-1	38,640
E - 407	1	D	42,240
E - 410	1	A	25,020
		A	25,020
E - 501	2		
E - 502	3	B	39,000
E - 504	1	D	42,660
E - 506	1	A	25,260
E - 509	1	A	25,260
E - 513	1	A	25,260
E - 515	2	A-1	25,080
		C	30,660
E - 601	2		
E - 602	3	B	39,360
E - 604	1	D	43,080
E - 607	1	A	25,500
E - 609	1	A	25,500
E - 610	1	A	25,500
E - 612	1	A	25,500
E - 615	2	A-1	25,320
		C	30,960
E - 701	2		
E - 702	3	B	39,720
E - 704	1	D	43,500
E - 707	1	A	25,740
E - 709	1	A	25,740
E - 710	1	A	25,740
E - 712	1	A	25,740
E - 714	2	A-1	25,560
		C	31,260
E - 802	3		
E - 804	1	D	43,920
E - 807	1	A	25,980
E - 808	1	A	25,980
E - 810	1	A	25,980
E - 815	2	A	25,980
		C	31,560

EXHIBIT E

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF HRA APARTMENT UNITS

EWA TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>SALES PRICE</u>
E - 902	3		
E - 903	1	D	\$44,340
E - 906	1	A	26,220
E - 908	1	A	26,220
E - 910	1	A	26,220
E - 913	1	A	26,220
E - 915	2	A-1	26,040
		C	31,860
E - 1004	1		
E - 1006	1	A	26,460
E - 1007	1	A	26,460
E - 1010	1	A	26,460
E - 1011	1	A	26,460
E - 1013	1	A	26,460
E - 1015	2	A-1	26,280
		C	32,160
E - 1101	2		
E - 1104	1	B	41,160
E - 1107	1	A	26,700
E - 1110	1	A	26,700
E - 1113	1	A	26,700
E - 1115	2	A-1	26,520
		C	32,460
E - 1201	2		
E - 1204	1	B	41,520
E - 1206	1	A	26,940
E - 1207	1	A	26,940
E - 1209	1	A	26,940
E - 1212	1	A	26,940
E - 1214	2	A-1	26,940
		C	32,760
E - 1301	2		
E - 1304	1	B	41,880
E - 1306	1	A	27,180
E - 1307	1	A	27,180
E - 1310	1	A	27,180
E - 1311	1	A	27,180
E - 1313	1	A	27,180
		A-1	27,000
E - 1401	2		
E - 1403	1	B	42,240
E - 1405	1	A	27,420
E - 1408	1	A	27,420
E - 1410	1	A	27,420
E - 1412	1	A	27,420
E - 1414	2	A-1	27,240
		C	33,360

EXHIBIT E

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF HRA APARTMENT UNITS

EWA TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>SALES PRICE</u>
E - 1501	2		
E - 1504	1	B	\$42,600
E - 1505	1	A	27,660
E - 1507	1	A	27,660
E - 1508	1	A	27,660
E - 1510	1	A	27,660
E - 1512	1	A	27,660
E - 1513	1	A-1	27,480
		A-1	27,480
E - 1603	1		
E - 1604	1	A	27,900
E - 1606	1	A	27,900
E - 1607	1	A	27,900
E - 1609	1	A	27,900
E - 1610	1	A	27,900
E - 1612	1	A	27,900
E - 1614	2	A-1	27,720
		C	33,960
E - 1701	2		
E - 1704	1	B	43,320
E - 1705	1	A	28,140
E - 1707	1	A	28,140
E - 1708	1	A	28,140
E - 1710	1	A	28,140
E - 1712	1	A	28,140
E - 1713	1	A-1	27,960
E - 1715	2	A-1	27,960
		C	34,260
E - 1801	2		
E - 1804	1	B	43,680
E - 1806	1	A	28,380
E - 1807	1	A	28,380
E - 1809	1	A	28,380
E - 1811	1	A	28,380
E - 1812	1	A	28,380
E - 1815	2	A-1	28,280
		C	34,560

EXHIBIT E
KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF HRA APARTMENT UNITS

DIAMOND HEAD TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>SALES PRICE</u>
D - 110	1		
D - 114	2	A	\$24,900
D - 204	1	C-1	30,180
D - 301	1	A	25,140
D - 302	2		
D - 305	3	B-2	39,000
D - 308	1	D	42,720
D - 312	1	A	25,380
D - 401	1	A	25,380
D - 402	2	A-1	25,200
D - 406	3	B-2	39,360
D - 408	1	D	43,140
D - 410	1	A	25,620
D - 414	1	A	25,620
D - 502	2	A	25,620
D - 503	3	C	31,080
D - 504	1	D	43,560
D - 506	1	A	25,860
D - 511	1	A	25,860
D - 513	1	A	25,860
D - 514	1	A	25,860
D - 602	2	A-1	25,680
D - 603	3	C	31,380
D - 606	1	D	43,980
D - 607	1	A	26,100
D - 609	1	A	26,100
D - 612	1	A	26,100
D - 614	1	A	26,100
D - 701	2	A-1	25,920
D - 702	3	C	31,680
D - 703	1	B	40,440
D - 705	1	D	44,400
D - 706	1	A	26,340
D - 708	1	A	26,340
D - 711	1	A	26,340
D - 715	1	A	26,340
D - 802	2	A	26,340
D - 803	3	C	31,980
D - 806	1	D	44,820
D - 808	1	A	26,580
D - 811	1	A	26,580
D - 813	1	A	26,580
D - 815	1	A	26,580
	2	A-1	26,400
		C	32,280

EXHIBIT E

KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF HRA APARIMENT UNITS

DIAMOND HEAD TOWER APARTMENTS

<u>APARIMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARIMENT TYPE</u>	<u>SALES PRICE</u>
D - 901	2		
D - 902	3	B	\$41,160
D - 905	1	D	45,240
D - 907	1	A	26,820
D - 910	1	A	26,820
D - 912	1	A	26,820
D - 915	2	A-1	26,640
		C	32,580
D - 1003	1		
D - 1006	1	A	27,060
D - 1008	1	A	27,060
D - 1009	1	A	27,060
D - 1011	1	A	27,060
D - 1015	2	A	27,060
		C	32,880
D - 1103	1		
D - 1105	1	A	27,300
D - 1107	1	A	27,300
D - 1109	1	A	27,300
D - 1112	1	A	27,300
D - 1113	1	A-1	27,120
D - 1115	2	A-1	27,120
		C	33,180
D - 1201	2		
D - 1203	1	B	42,240
D - 1205	1	A	27,540
D - 1207	1	A	27,540
D - 1208	1	A	27,540
D - 1211	1	A	27,540
D - 1213	1	A	27,540
		A-1	27,360
D - 1301	2		
D - 1303	1	B	42,600
D - 1305	1	A	27,780
D - 1307	1	A	27,780
D - 1308	1	A	27,780
D - 1311	1	A	27,780
D - 1313	1	A	27,780
D - 1314	2	A-1	27,780
		C	33,780
D - 1403	1		
D - 1405	1	A	28,020
D - 1407	1	A	28,020
D - 1410	1	A	28,020
D - 1411	1	A	28,020
D - 1413	1	A	28,020
D - 1415	2	A-1	27,840
		C	34,080

EXHIBIT E
 KUKUI PLAZA DECLARATION OF HORIZONTAL PROPERTY REGIME

SCHEDULE OF HRA APARTMENT UNITS

DIAMOND HEAD TOWER APARTMENTS

<u>APARTMENT NUMBER</u>	<u>NUMBER OF BEDROOMS</u>	<u>APARTMENT TYPE</u>	<u>SALES PRICE</u>
D - 1501	2		
D - 1503	1	B	\$43,320
D - 1505	1	A	28,260
D - 1507	1	A	28,260
D - 1508	1	A	28,260
D - 1510	1	A	28,260
D - 1511	1	A	28,260
D - 1513	1	A	28,260
D - 1515	1	A	28,260
	2	A-1	28,080
		C	34,380
D - 1601	2		
D - 1603	1	B	43,680
D - 1605	1	A	28,500
D - 1607	1	A	28,500
D - 1610	1	A	28,500
D - 1611	1	A	28,500
D - 1613	1	A	28,500
D - 1615	1	A	28,500
	2	A-1	28,320
		C	34,680
D - 1703	1		
D - 1705	1	A	28,740
D - 1707	1	A	28,740
D - 1709	1	A	28,740
D - 1711	1	A	28,740
D - 1712	1	A	28,740
D - 1714	1	A	28,740
	2	A-1	28,560
		C	34,980
D - 1803	1		
D - 1805	1	A	28,980
D - 1806	1	A	28,980
D - 1809	1	A	28,980
D - 1810	1	A	28,980
D - 1812	1	A	28,980
		A-1	28,800

ENDNOTES

The following endnotes correspond to provisions in the Second Amended Declaration which have been restated to conform to Chapter 514B of the Hawaii Revised Statutes ("HRS"), as amended, the Federal Fair Housing Act, as amended (Title 42, Chapter 45 of the United States Code) and its State counterpart, Chapter 515 of the Hawaii Revised Statutes, as amended, and to integrate all amendments made to the Declaration (except any amendments to transfer limited common elements). The Declaration was amended in its entirety by "Second Amended Declaration of Horizontal Property Regime of Kukui Plaza" dated January 9, 1976 (the "1976 Amendment"), filed as Land Court Document Number 750234 and also recorded in Liber 11171 at Page 312. Therefore, the following endnotes identify the amendments to the 1976 Amendment rather than all the amendments made by the 1976 Amendment to the original Declaration.

This Amendment and Second Restatement of Declaration correctly sets forth without change the corresponding provisions of the 1976 Amendment, as amended and restated (except for any amendments to transfer limited common elements), and supersedes the original Declaration and all prior amendments thereto (except for any amendments to transfer limited common elements). This Restatement was made solely for the purpose of information and convenience. In the event of a conflict, the Restatement shall be subordinate to the cited statute.

¹ Act 65 (SLH, 1988) redesignated the Horizontal Property Act as the Condominium Property Act and Act 164 (SLH, 2004) recodified HRS Chapter 514A as Chapter 514B. Therefore, all the references to the "Horizontal Property Act" and the "horizontal property regime" were replaced with "Condominium Property Act" and "condominium property regime," respectively, by the "Restated Declaration of Condominium Property Regime of the Association of Owners of Kukui Plaza" dated December 1, 1989 (the "First Restated Declaration") filed as Land Court Document Number 1689118 and noted on Transfer Certificate Number 174791, and also recorded in Liber 23964 at Page 412.

² Paragraph 1.0 was amended to state that the property was submitted to a horizontal property regime when recording the original Declaration. It was also amended to state that the Bylaws were initially recorded simultaneously with the Declaration, but are now recorded separately.

³ This sentence in Paragraph 3.0 of the Declaration was amended by the First Restated Declaration to reflect that the number of commercial units increased from 30 to 44 because certain commercial units were subdivided pursuant to Paragraph 8.0 of the Declaration by the following amendments: the "Third Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated October 11, 1977 (the "Third Amendment"), filed as Land Court Document Number 839922 and recorded in Liber 12486 at Page 698; the "Fourth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated January 13, 1978 (the "Fourth Amendment"), filed as Land Court Document Number 856285 and also recorded in Liber 12681 at Page 117; the "Fifth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated July 13, 1978 (the "Fifth Amendment"), filed as Land Court Document Number 889850 and also recorded in Liber 13043 at Page 528; the "Sixth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated September 1, 1978 (the "Sixth Amendment"), filed as Land Court Document Number 897337 and also recorded in Liber 13135 at Page 462; the "Seventh Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated December 6, 1978 (the "Seventh Amendment"), filed as Land Court Document Number 913790 and also recorded in Liber 13354 at Page 330; and the "Tenth

Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza” dated April 8, 1982 (the “Tenth Amendment”), filed as Land Court Document Number 1119561 and also recorded in Liber 16398 at Page 731.

⁴ Paragraph 4.0(c) was amended by the First Restated Declaration to increase the number of commercial units from 30 to 44 pursuant to the Third, Fourth, Fifth, Sixth, Seventh, and Tenth Amendments.

⁵ Paragraph 4.1.e. was mistakenly identified as “4.1.d.” by the 1976 Amendment. It was re-designated as Paragraph 4.1.e. to follow sequence.

⁶ This sentence in Paragraph 4.3 was amended by the First Restated Declaration to increase the number of commercial units from 30 to 44 pursuant to the Third, Fourth, Fifth, Sixth, Seventh, and Tenth Amendments.

⁷ This sentence in Paragraph 4.3 was amended by the First Restated Declaration to increase the number of commercial units in the parking structure from 7 to 21 pursuant to the Third, Fourth, Fifth, Sixth, Seventh, and Tenth Amendments.

⁸ This sentence in Paragraph 4.3 was amended by the First Restated Declaration to increase the number of commercial units on the first commercial level from 3 to 7 pursuant to the Third and Seventh Amendments.

⁹ This portion of Paragraph 4.3 was amended by the First Restated Declaration to increase the number of commercial units on the first commercial level from 4 to 14 pursuant to the Third, Fifth, Sixth, and Seventh Amendments.

¹⁰ Paragraph 4.5 was amended by “Eighth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza” dated July 16, 1980 (the “Eighth Amendment”) filed as Land Court Document Number 1021931 and also recorded in Liber 14860 at Page 699, to clarify that a lanai enclosure is not a common element.

¹¹ Paragraph 5.2.i was added to conform to HRS Section 514B-35, which designates additional limited common elements.

¹² Paragraph 6.0 was amended in 2017 to read as provided herein with the approval of owners of at least 67% of the common interest.

¹³ Subparagraph 7.0.a. was amended to conform to HRS Section 514B-38(3)(A), which requires an amendment to this Declaration to change the use of the common elements, with the exception of changing the use of common element open spaces or landscaped areas. It was further amended to conform to HRS Section 514B-32(a)(11), which reduces the required percentage of approval to amend the Declaration from 75% to 67%.

¹⁴ Subparagraph 7.0.b. was amended to conform to HRS Section 514B-38(5), which replaced the words “originally intended special purpose” with “purpose permitted in the declaration” and reduces the required percentage of approval from 75% to 67%.

¹⁵ Subparagraphs a., b., c., and d. were added by the First Restated Declaration to Paragraph 7.0 to conform to HRS Section 514A-13(d) (now 514B-38), regarding the permitted uses of the common elements.

¹⁶ This sentence in Paragraph 7.0 was amended by the First Restated Declaration to conform to HRS Section 514A-13(f) (now Section 514B-137), regarding the Association's right to enter units. It was further amended to conform to HRS Section 514B-137(b), which clarifies that the Association may access units at any time in the event of an emergency.

¹⁷ Paragraph 9.1 was amended by the Eighth Amendment to prohibit time sharing and short-term rental businesses.

¹⁸ Paragraph 11.0 was restated by the First Restated Declaration to conform to HRS Section 514A-81, which only states that the Bylaws and their amendments must be recorded, but not necessarily as an exhibit to the Declaration. It was amended to state that the Bylaws were initially recorded simultaneously with the Declaration, but are now recorded separately.

¹⁹ Paragraph 12.0 was amended by "Ninth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated July 8, 1981, filed as Land Court Document Number 1075575 and also recorded in Liber 15679 at Page 136, to authorize the Project to be self-managed.

²⁰ A new Paragraph 13.3 was added in 2017 to read as provided herein with the approval of owners of at least 67% of the common interest.

²¹ Paragraph 13.3 was re-designated as Paragraph 13.4 in 2017, with the approval of owners of 67% of the common interest. This sentence in Paragraph 13.4 was amended by the First Restated Declaration to conform to HRS Section 514A-90(a) (now Section 514B-146(a)), regarding the priority of the Association's lien. It was further restated to include references to HRS Section 514B-146(g), which state under which conditions the Association can collect unpaid assessments incurred before a foreclosure.

²² These two sentences in Paragraph 13.4 were amended by the First Restated Declaration to conform to HRS Section 514A-91 (now Section 514B-144(f)), regarding the liability of a grantee of a unit for assessments unpaid by the grantor.

²³ This sentence was added to Paragraph 14.0 by the First Restated Declaration to conform to the Federal Fair Housing Act, as amended (Title 42, Chapter 45 of the United States Code) and its State counterpart, Chapter 515 of the Hawaii Revised Statutes, as amended, and outline the rights provided to disabled occupants and guests of the project. Paragraph 14.0 was further amended in 2017 to read as provided herein with the approval of owners of at least 67% of the common interest to add that fines may be imposed for noncompliance.

²⁴ This portion of Paragraph 15.0 was restated to add a reference to HRS Section 514B-143(d), which authorizes the Association to assess the Association's deductible under the conditions outlined in Section 514B-143(d).

²⁵ This part of Subparagraph 15.0.e.(i) was amended to change the word "holds" to "holders" to correct a typographical error.

²⁶ Paragraph 15.0.e(iv) was restated to conform to HRS Section 514B-143(f), which states that the insurance proceeds must be paid to the Association or an insurance trustee designated by the Association.

²⁷ This sentence was added to Paragraph 15.0 by the First Restated Declaration to conform to HRS Section 514B-86(b), regarding the purchase of directors' and officers' liability insurance. It was further amended to conform to HRS Section 514B-143(a)(4), which requires the purchase of this insurance coverage.

²⁸ Paragraph 18.0 was amended by the Eighth Amendment to authorize lanai enclosures. In addition, it was redesignated as Paragraph 18.1 to recognize the existence of Paragraph 18.2.

²⁹ This sentence was added by the First Restated Declaration to Paragraph 18.0 (now Subparagraph 18.1) to conform to the Federal Fair Housing Act, as amended (Title 42, Chapter 45 of the United States Code) and its State counterpart, Chapter 515 of the Hawaii Revised Statutes, as amended, and outline the rights provided to disabled residents to make reasonable modifications to the Project.

³⁰ Paragraph 18.2 was added by "Second Amendment of the Declaration of Condominium Property Regime of the Association of Owners of Kukui Plaza" dated August 16, 2003, filed as Land Court Document Number 2996091 and also recorded in said Bureau as Document Number 2003-202187, to authorize the installation of an emergency power generator and structure.

³¹ Paragraph 19.0 was redesignated as Subparagraph 19.0.b. to permit the insertion of a Subparagraph 19.0.a.

³² Paragraph 19.0 was amended to include subparagraphs, and its title was changed to state that it also includes provisions regarding the Association's budget. Subparagraphs 19.0.a, 19.0.c, 19.0.d., 19.0.e., 19.0.f., 19.0.g., 19.0.h., and 19.0.i. were added to incorporate the requirements of HRS Section 514B-148, relating to Association budget and reserves.

³³ Paragraph 20.0 was amended by "Amendment to the Declaration of the Association of Owners of Kukui Plaza" dated June 15, 2007 (the "2007 Amendment"), filed as Land Court Document Number 3700608 and also recorded in said Bureau as Document Number 2008-004267, to reduce the required percentage of approval from 75% to 67%.

³⁴ Paragraph 25.0 was amended by "Amendment to the Declaration of the Association of Owners of Kukui Plaza" dated July 30, 1999 (the "1999 Amendment"), filed as Land Court Document Number 2565384 and also recorded in said Bureau as Document Number 99-125617.

³⁵ Paragraph 26.0 was added by the 1999 Amendment.

³⁶ Paragraph 27.0 was added by the 2007 Amendment.

³⁷ Paragraph 28.0 was added to conform to the Federal Fair Housing Act (Title 42, Chapter 45 of the United States Code) and its State counterpart, HRS Chapter 515, as amended, to outline the rights provided to disabled occupants and guests of the project, to address all forms of

discrimination prohibited by Federal or State law or the City and County Ordinance, and to authorize the Board to suspend any requirement that would result in prohibited discrimination.

³⁸ Exhibit 2 was added by the 1999 Amendment.

³⁹ Exhibit B was amended by "First Amendment to Declaration of Horizontal Property Regime of the Kukui Plaza Condominium Project and the By-Laws" dated April 6, 1974, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 675433, and also recorded in the Bureau of Conveyances of the State of Hawai'i in Liber 9825 at Page 549; and by "Second Amended Declaration of Horizontal Property Regime of Kukui Plaza" dated January 9, 1976 (the "1976 Amendment"), filed in said Office as Land Court Document No. 750234 and also recorded in the Bureau of Conveyances of the State of Hawai'i in Liber 11171 at Page 312.

⁴⁰ Exhibit C was amended by the 1976 Amendment.

⁴¹ Exhibit D was amended by the 1976 Amendment; by "Third Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated October 11, 1977, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 839922 and also recorded in the Bureau of Conveyances of the State of Hawai'i in Liber 12486 at Page 698; by "Fourth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated January 13, 1978, filed in said Office as Land Court Document No. 856285 and also recorded in said Bureau in Liber 12681 at Page 117; by "Fifth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated July 13, 1978, filed in said Office as Land Court Document No. 889850 and also recorded in said Bureau in Liber 13043 at Page 528; by "Sixth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated September 1, 1978, filed in said Office as Land Court Document No. 897337 and also recorded in said Bureau in Liber 13135 at Page 462; by "Seventh Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated December 6, 1978, filed in said Office as Land Court Document No. 913790 and also recorded in said Bureau in Liber 13354 at Page 330; and by "Tenth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza" dated April 8, 1982, filed in said Office as Land Court Document No. 1119561 and also recorded in said Bureau in Liber 16398 at Page 731.

⁴² Exhibit E was amended by the 1976 Amendment.