

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was
recorded as follows:

DOCUMENT NO. 1994289

DATE FEB 2 1993 TIME 9:11

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [X] To:

RICHARD H. THOMASON, ESQ.
DINMAN, NAKAMURA,
ELISHA & LAHNE
707 Richards Street, Suite PH-1
Honolulu, Hawaii 96813
Telephone: (808) 523-7021

(DO NOT WRITE IN THIS SPACE)

RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF
ILIKAI MARINA APARTMENT BUILDING

WHEREAS, ILIKAI, INCORPORATED, a Hawaii corporation, hereinafter called the "Owner," as owner in fee simple of the land hereinafter described improved said land by constructing thereon the building known as the "ILIKAI MARINA APARTMENT BUILDING" (hereinafter called the "property"), and submitted said property to the horizontal property regime established by the Horizontal Property Act, Chapter 170A, Revised Laws of Hawaii 1955, as amended, (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes) and filed the Declaration of Horizontal Property Regime of Ilikai Marina Apartment Building in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, executed on July 27, 1967 as Document No. 422470 and noted on Transfer Certificate of Title Numbers attached hereto as Exhibit "A"; and

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the Board of Directors of the Ilikai Marina Apartment Building established by the By-Laws of the Association of Owners of Ilikai Marina Apartment Building (hereinafter called the "By-Laws"), which were attached to the Declaration and incorporated therein by reference, to restate the Declaration to include therein any amendments thereto, and to conform the provisions thereof to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors;

WHEREAS, at a duly held meeting, said Board of Directors resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein;

NOW, THEREFORE, the Declaration is hereby restated to read as follows:

1. AREA AND LOCATION OF LAND. The land in fee simple, submitted to the condominium property regime is that certain parcel of land situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 6, area 55,025.0 square feet, as shown on Map 6, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 64 of Ala Moana Properties, Limited;

TOGETHER with a perpetual easement appurtenant to Lot 6 for the construction, use and maintenance for storm drain purposes only over, across or under Lot 25, as shown on Map 4 of Land Court Consolidation No. 32 of Bishop Trust Company, Limited, Trustee for Hobron Land Trust;

TOGETHER with a perpetual overhead easement over and across Lot 1-C of Land Court Consolidation No. 64, and a perpetual easement under, over and across said Lot 1-C for utility, communications, sewer and other like purposes; said easements shall be utilized by the owner of the above described premises in a manner which will not interfere with the free flowage of vehicular and pedestrian traffic on said lot;

TOGETHER ALSO with the right to construct, repair, replace, maintain and improve for and on behalf of the State of Hawaii, the following:

(a) An elevated pedestrian right-of-way over Lot 25, as shown on Map 4 of Land Court Consolidation No. 32;

(b) One elevated public pedestrian overpass extending from said elevated public pedestrian right-of-way in (a) hereinabove, provided, however, the said overpass may be relocated with the approval of the State of Hawaii;

TOGETHER with the foundations and columns to support the structures in subparagraphs (a) and (b) herein above, and, also, together with the installation, repair, replacement, and maintenance of utilities and other similar appurtenances in conjunction with the structures mentioned in subparagraphs (a) and (b) hereinabove.

As granted and reserved by Land Court Document No. 324984 and subject to conditions in said document.

Being all of the land described in Transfer Certificate of Title No. 115,028 issued to ILIKAI, INCORPORATED.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii, of all littoral rights of whatever nature or kind which are or may be thereunto appertaining, as reserved in Exchange Deed dated December 20, 1956 and filed as Document No. 196551.

2. Reservation of any and all littoral rights appurtenant to Lot 6, in favor of the State of Hawaii, as set forth in instrument dated December 20, 1956 and filed as Document No. 196552.

3. An Agreement made by the State of Hawaii, Ilikai, Incorporated and Makaha Valley Farms, Limited, dated December 23, 1963 and filed as Document No. 324984; consent pursuant to which having been granted by the State of Hawaii being Document No. 345970.

4. The covenants in Deed dated April 21, 1967 and filed as Document No. 417536.

The foregoing encumbrances are mentioned in Transfer Certificate of Title No. 115,028 to which reference is hereby made.

2. BUILDING. The building constructed on said land is a multi-story reinforced concrete building containing one (1) lower level floor designated primarily for commercial use, one (1) floor designated primarily for commercial and parking and storage uses, six (6) floors designated primarily for apartment and parking and storage uses, and eleven (11) floors designated primarily for apartment use and an elevated pedestrian overpass extending from the building over Hobron Lane to the Ilikai-Ewa Hotel Building, in accordance with the floor plans of the building filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii simultaneously with the filing of this Declaration as Condominium Map No. 50, and as the same may be hereafter amended in accordance with law. The principal materials of which the building is constructed are concrete, concrete block, steel, and wooden doors and trim.

3. DIVISION OF PROPERTY. The property is divided into apartments, commercial areas, garage area and laundry area (hereafter collectively called the "condominium units"):

a. Apartments. Two hundred fifty-six (256) condominium units as shown on Condominium Map No. 50 are designated as apartments for apartment use as hereinafter defined, which are divided into four (4) plans as follows:

(1) Eight (8) Plan "A" apartments, each containing five (5) enclosed rooms of a bedroom, living room, bathroom, dressing room and kitchen and an unenclosed lanai, with a floor area of 735 square feet, more or less (hereafter called Plan "A" apartments);

(2) One hundred twenty-eight (128) Plan "B" apartments, each containing five (5) enclosed rooms of a bedroom, living room, bathroom, dressing room and kitchen and an unenclosed lanai, with a floor area of 679 square feet, more or less (hereafter called Plan "B" apartments);

(3) Eleven (11) Plan "C" apartments, each containing four (4) enclosed rooms of a bedroom, living room, bathroom and kitchen, and two (2) unenclosed lanais, with a floor area of 800 square feet, more or less (hereafter called Plan "C" apartments); and

(4) One hundred nine (109) Plan "D" apartments, each containing two (2) enclosed rooms of a combined living room-kitchenette-bedroom and a bathroom and an unenclosed lanai, with a floor area of 455 square feet, more or less (hereafter called Plan "D" apartments).

b. Commercial Areas. Three (3) condominium units as shown on Condominium Map No. 50 are designated as Commercial Areas for commercial use as hereinafter defined.

c. Garage Area. One (1) condominium unit as shown on Condominium Map No. 50 is designated as Garage Area for parking, storage and other related uses as hereinafter defined.

d. Laundry Room Area. One (1) condominium unit as shown on Condominium Map No. 50 is designated as a Laundry Room Area for laundry use as hereinafter defined.

4. BOUNDARY LINE. The boundary line of the condominium unit in the building is the exterior of the lanai railing, and where there is no such railing, the exterior of doors, windows, and glass walls and the frames thereof, and the interior of unfinished surfaces of the perimeter walls, bearing walls and floors, and ceilings, said condominium unit meaning and including the paint, wallpaper, tile, enamel, stain or other finishing on such interior surfaces, the lanai and the air space encompassed within said boundary line, together with fixtures and other such improvements located within said boundary line.

5. LOCATION, ROOMS, AREA, USE, ACCESS AND NUMBERING. The location, rooms, area, use, access and numbering of each condominium unit in the building are:

a. Two (2) levels of commercial areas, the first level is about four (4) feet below street grade, containing one (1) enclosed room to be further partitioned by the owner, area 5,904 square feet, more or less, and the second level is about four (4) feet above grade level, containing one (1) enclosed room to be further partitioned by the owner, and an unenclosed lanai, area 6,586 square feet, more or less, both levels located on the makai side of the building as shown on Condominium Map No. 50 for commercial use, together with immediate access to the land adjoining thereto to Harbor Road, stairways, elevators, walkways and pedestrian entrances of the building, and are numbered Commercial Area No. 1;

b. Seven (7) split levels of garage and commercial areas located on the mauka side of the building as shown on Condominium Map No. 50 as follows:

(1) The first split level is about ground level, containing one (1) enclosed space, area 21,183 square feet, more or less, and one partially enclosed space, area 320 square feet, more or less, both for parking, storage and other related uses, together with immediate access to Hobron Lane, stairways, elevators and walkways of the building, and to be numbered as Garage Area No. 1, and one (1) enclosed room are further partitioned by the owner located on the mauka-waikiki side of the building, area 8,194 square feet, more or less, for commercial use, together with immediate access to the land adjoining thereto to Hobron Lane and Ala Moana Boulevard, and are numbered Commercial Area No. 2, and one (1) enclosed room further partitioned by the owner, and an unenclosed paved area located on the mauka-ewa side of the building, area 7,128 square feet, more or less, for service station and other commercial uses, together with immediate access to Ala Moana Boulevard, and are numbered as Commercial Area No. 3;

(2) The second split level containing one (1) enclosed space, area 38,273 square feet, more or less, and one (1) partially enclosed space, area 1,260 square feet, more or less, both for parking, storage and other related uses, together with

immediate access to the stairways and elevators of the building and are numbered as Garage Area No. 1;

(3) The third to sixth split levels, inclusive, each split level containing one (1) enclosed space, area 39,281 square feet, more or less, and one (1) partially enclosed space, area 1,260 square feet, more or less, for parking, storage and other related uses, together with immediate access to the stairways and elevators of the building, numbered as Garage Area No. 1;

(4) The seventh split level, containing one (1) unenclosed space, area 39,649 square feet, more or less, and (1) partially enclosed space, area 1,260 square feet, more or less, for parking, storage, tennis courts, and other related uses, together with immediate access to the stairways and elevators of the building, numbered as Garage Area No. 1.²

c. Seventeen floors of apartments from the second to the eighteenth floors, inclusive, and one (1) laundry room area on the eighth floor, located in the tower on the makai side of the building, and the laundry room area and each apartment has immediate access upon the hallways on such floor it abuts and then to the stairways and elevators of the building, all as shown on Condominium Map No. 50 as follows:

(1) On the second floor, eight (8) Plan "A" apartments, numbered 280, 282, 284, 286, 288, 290, 292 and 294;

(2) On the third floor, eight (8) Plan "B" apartments, numbered 280, 382, 384, 386, 388, 390, 392 and 394;

(3) On the fourth floor, eight (8) Plan "B" apartments, numbered 480, 482, 484, 486, 488, 490, 492 and 494;

(4) On the fifth floor, eight (8) Plan "B" apartments, numbered 580, 582, 584, 586, 588, 590, 592 and 594;

(5) On the sixth floor, eight (8) Plan "B" apartments, numbered 680, 682, 684, 686, 688, 690, 692 and 694;

(6) On the seventh floor, eight (8) Plan "B" apartments, numbered 780, 782, 784, 786, 788, 790, 792 and 794;

(7) On the eighth floor, eight (8) Plan "B" apartments, numbered 880, 882, 884, 886, 888, 890, 892 and 894; and nine (9) Plan "D" apartments, numbered 881, 883, 885, 887, 889, 891, 893, 895 and 897; and one (1) Plan "C" apartment, numbered 899; and one (1) Laundry Room Area, containing one (1) enclosed room, area 359 square feet, more or less, numbered Laundry Room Area No. 1;

(8) On the ninth floor, eight (8) Plan "B" apartments, numbered 980, 982, 984, 986, 988, 990, 992 and 994; and ten (10) Plan "D" apartments, numbered 979, 981, 983, 985, 987, 989, 991, 993, 995 and 997; and one (1) Plan "C" apartment, numbered 999;

(9) On the tenth floor, eight (8) Plan "B" apartments, numbered 1080, 1082, 1084, 1086, 1088, 1090, 1092 and 1094; and ten (10) Plan "D" apartments, numbered 1079, 1081, 1083, 1085, 1087, 1089, 1091, 1093, 1095 and 1097; and one (1) Plan "C" apartment, numbered 1099;

(10) On the eleventh floor, eight (8) Plan "B" apartments, numbered 1180, 1182, 1184, 1186, 1188, 1190, 1192, and

1194; and ten (10) Plan "D" apartments, numbered 1179, 1181, 1183, 1185, 1187, 1189, 1191, 1193, 1195 and 1197; and one (1) Plan "C" apartment, numbered 1199;

(11) On the twelfth floor, eight (8) Plan "B" apartments, numbered 1280, 1282, 1284, 1286, 1288, 1290, 1292, and 1294; and ten (10) Plan "D" apartments, numbered 1279, 1281, 1283, 1285, 1287, 1289, 1291, 1293, 1295 and 1297; and one (1) Plan "C" apartment, numbered 1299;

(12) On the thirteenth floor, eight (8) Plan "B" apartments, numbered 1380, 1382, 1384, 1386, 1388, 1390, 1392 and 1394; and ten (10) Plan "D" apartments, numbered 1379, 1381, 1383, 1385, 1387, 1389, 1391, 1393, 1395 and 1397; and one (1) Plan "C" apartment, numbered 1399;

(13) On the fourteenth floor, eight (8) Plan "B" apartments, numbered 1480, 1482, 1484, 1486, 1488, 1490, 1492 and 1494; and ten (10) Plan "D" apartments, numbered 1479, 1481, 1483, 1485, 1487, 1489, 1491, 1493, 1495 and 1497; and one (1) Plan "C" apartment, numbered 1499;

(14) On the fifteenth floor, eight (8) Plan "B" apartments, numbered 1580, 1582, 1584, 1586, 1588, 1590, 1592 and 1594; and ten (10) Plan "D" apartments, numbered 1579, 1581, 1583, 1585, 1587, 1589, 1591, 1593, 1595 and 1597; and one (1) Plan "C" apartment, numbered 1599;

(15) On the sixteenth floor, eight (8) Plan "B" apartments, numbered 1680, 1682, 1684, 1686, 1688, 1690, 1692 and 1694; and ten (10) Plan "D" apartments, numbered 1679, 1681, 1683, 1685, 1687, 1689, 1691, 1693, 1695 and 1697; and one (1) Plan "C" apartment, numbered 1699;

(16) On the seventeenth floor, eight (8) Plan "B" apartments, numbered 1780, 1782, 1784, 1786, 1788, 1790, 1792 and 1794; and ten (10) Plan "D" apartments, numbered 1779, 1781, 1783, 1785, 1787, 1789, 1791, 1793, 1795 and 1797; and one (1) Plan "C" apartment, numbered 1799;

(17) On the eighteenth floor, eight (8) Plan "B" apartments, numbered 1880, 1882, 1884, 1886, 1888, 1890, 1892 and 1894; and ten (10) Plan "D" apartments, numbered 1879, 1881, 1883, 1885, 1887, 1889, 1891, 1893, 1895 and 1897; and one (1) Plan "C" apartment, numbered 1899.

d. Common Elements. The common elements shall mean and include:

(1) Said land in fee simple;

(2) All foundations, floor slabs, columns, girders, beams, supports, main and bearing walls, roofs, hallway on the eighth floor for access to the Laundry Room Area No. 1, and corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of the building;

(3) All central and appurtenant installations for, services such as power, light, gas, hot and cold water, sewer, elevators, air-conditioning, incinerators, refuse, television antennae and telephone, ducts, pipes, chutes, conduits, tanks, pumps, motors, compressors, wires, electrical equipment and all other installations, apparatus and equipment existing for common use in the building;

(4) All yards, grounds, landscaping, mail boxes, roadways, sidewalks, pedestrian overpass and other common ways in the building;

(5) All articles of personal property acquired for common use in the operation or maintenance of the building and the common elements.

e. Limited Common Elements. The limited common elements shall mean and include those common elements designated and set aside for the exclusive use of certain condominium unit or units to the exclusion of other condominium units as follows:

(1) Air-conditioning, including all machinery, equipment, pipes, ducts, wires, cables and conduits used in connection therewith, is reserved for the use of all the apartments, Commercial Areas Nos. 1 and 2 and Laundry Room Area No. 1;

(2) The hallways on the second to eighteenth floors, inclusive, (except the hallways on the eighth floor for access to the Laundry Room Area No. 1), each of which hallways is reserved for the use of the apartments located on the same floor;

(3) The elevated pedestrian overpass extending from the second level of the garage area across Hobron Lane to the Ilikai-Ewa Hotel Building is reserved for the use of the garage area and its owner;

(4) The land adjoining the boundary line on the makai side of Commercial Area No. 1, as shown on Condominium Map No. 50, to Harbor Road is reserved for the use of Commercial Area No. 1 and its owners;

(5) The land adjoining the boundary line on the mauka-waikiki side of Commercial Area No. 2, as shown on Condominium Map No. 50, to Hobron Lane and Ala Moana Boulevard, is reserved for the use of Commercial Area No. 2 and its owner;

(6) The land adjoining the boundary line on the mauka side of Commercial Area No. 3, as shown on Condominium Map No. 50, to Ala Moana Boulevard, is reserved for the use of Commercial Area No. 3 and its owner.

Certain costs pertaining to said limited common elements will be charged to the owners of said condominium units for the use thereof as set forth in Section 2, Article VII of the By-Laws.³

6. COMMON INTEREST. Each apartment and its owner, each commercial area and its owner, the garage area and its owner, and the laundry room area and its owner shall have appurtenant thereto an undivided interest in the common elements of the property (herein called the "common interest") for all other purposes, including voting, as follows:

- a. 3/900 common interest for each Plan "A", Plan "B" and Plan "C" apartment and its owner;
- b. 2/900 common interest for each Plan "D" apartment and its owner;
- c. 2/900 common interest for Laundry Room Area No. 1 and its owner;

- d. 149/900 common interest for Garage Area No. 1 and its owner;
- e. 40/900 common interest for Commercial Area No. 1 and its owner;
- f. 30/900 common interest for Commercial Area No. 2 and its owner;
- g. 20/900 common interest for Commercial Area No. 3 and its owner.

The allocation of the common interest appurtenant to each commercial area and garage area may be further allocated, if at all, in the discretion of the owner thereof by subdividing such commercial area and garage area into separate commercial areas and garage areas, as the case may be, provided that such further allocation shall not be less than 1/900 common interest appurtenant to such subdivided commercial areas and garage areas and shall not exceed the total common interest appurtenant to such commercial area and garage area allocated thereto.

7. PURPOSES AND USES. The purposes for which the building and each of the apartments, commercial areas, garage area and the laundry room area are intended and restricted as to use are as follows:

a. The owner of each apartment in the building shall use such apartment only as living accommodations for hotel and apartment purposes.⁴

b. The owner of each commercial area in the building shall use such commercial area only for restaurant, sale of food, beverage, merchandise or services, service station, offices or any other commercial undertaking, whether or not similar to the foregoing as permitted by law, and install, equip and maintain equipment, improvements and other facilities for such commercial undertaking.

c. The owners of the garage area in the building shall use such garage area only for parking and storing of vehicles and related uses, and to install and equip facilities and improvements incidental thereto, and for storage spaces of supplies, equipment, suitcases, lockers and other materials, and laundry spaces, and to install, equip facilities and improvements incidental thereto, and an additional use of the seventh split level for tennis courts and related uses, and to install and equip facilities and improvements incidental thereto.⁵

d. The owner of the laundry room area shall use such laundry room area only for installation of washing, drying and ironing facilities and use thereof for hire for such purposes.

8. EASEMENTS. The Association of Owners through its Board of Directors shall be authorized to give, convey, transfer, cancel, relocate and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the property, provided such conveyance, transfer, cancellation and relocation of any utility and other easements will not diminish or otherwise adversely affect the use thereof by any condominium unit owner.⁶

9. MANAGING AGENT. The initial Managing Agent was ILIKAI-WESTERN INTERNATIONAL, a registered partnership in the State of Hawaii, whose principal place of business and post office address is 1777 Ala Moana Boulevard, Honolulu, Hawaii, and which was

authorized to receive service of process in all cases provided in the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, until a successor was appointed by the Board of Directors. Such successor, as the same may from time to time be replaced, or any member of the Board of Directors residing in the City and County of Honolulu may be served with such process of service.⁷

10. DESTRUCTION. In the event of damage to or destruction of all or any part of the property, such damage or destruction shall be rebuilt, repaired or restored by the Board of Directors in accordance with paragraphs (c) and (d) of Section 2 of ARTICLE VIII of the By-Laws, unless at a special meeting of the Association of Owners called for such purpose within sixty (60) days after occurrence of such damage or destruction, the owners of not less than seventy-five percent (75%) of the common interests voted not to rebuild, repair or restore such damage or destruction of the property.


11. BY-LAWS. The administration and operation of the property shall be governed by By-Laws of the Association of Owners of Ilikai Marina Apartment Building. Each condominium unit owner shall comply strictly with the By-Laws and with any administrative rules and regulations adopted pursuant thereto, or as any of the same may from time to time be lawfully amended.

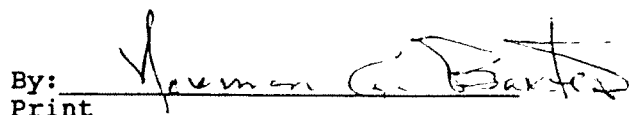
12. COVENANTS RUNNING WITH THE LAND. All of the covenants, agreements, obligations, conditions, and other provisions set forth in this Declaration and the By-Laws shall be deemed covenants running with the land so long as the property is subject to the Condominium Property Act, and said covenants may be enforced by appropriate legal action including suit for injunction, mandatory or restraining, and action for damages, by the Board of Directors or by any condominium unit owner.⁸

13. AMENDMENT OF DECLARATION. This Declaration may be modified or amended from time to time by vote or written consent of the owners of not less than seventy-five percent (75%) of the common interests. The amendment shall be effective only upon an instrument setting forth such amendment and vote or written consent if required duly certified by the President or Vice President and Secretary or Treasurer of the Association being duly recorded as part of this Declaration in said Office of the Assistant Registrar of the Land Court.⁹

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of OCTOBER, 1992.

ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI MARINA APARTMENT
BUILDING

By: 
Print
Name: DENNIS L. GILBERTSON
Its: PRESIDENT

By: 
Print
Name: NORMAN G. BAXTER
Its: SECRETARY

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

On this 14th day of October, 1992, before me appeared DENNIS L. Gilbertson to me personally known, who being by me duly sworn, did say that he is the President of the Board of Directors of the Association of Apartment Owners of the Ilikai Marina Apartment Building; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that he executed the same as the free act and deed of said Association. Said Association has no seal.

Orlene Wakita LS
Notary Public, State of Hawaii

My Commission Expires: 5-22-96

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

On this 16th day of OCTOBER, 1992, before me appeared NORMAN G. BAXTER to me personally known, who being by me duly sworn, did say that HE is the SECRETARY of the Board of Directors of the Association of Apartment Owners of the Ilikai Marina Apartment Building; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.

J. H. Murakami
Notary Public, State of Hawaii

I. S.

My Commission Expires: 8-5-94

ENDNOTES

The following endnotes correspond to provisions in Ilikai Marina's Declaration of Horizontal Property Regime, as restated to conform to Chapter 514A, Hawaii Revised Statutes, and the Federal Fair Housing Act (42 U.S.C. Sections 3601 et seq.), and to integrate all amendments made to Ilikai Marina's Declaration. This restatement was made solely for purposes of information and convenience. The Restated Declaration of Condominium Property Regime under Chapter 514A, Hawaii Revised Statutes, correctly sets forth without change the corresponding provisions of the original Declaration, as amended, and supersedes the original Declaration and all prior amendments thereto. In the event of a conflict, the Restated Declaration shall be subordinate to the cited statute.

1. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
2. To integrate the November 12, 1975 Amendment to the Declaration filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 742031.
3. To integrate the September 20, 1968 Amendment to the Declaration filed as aforesaid as Document No. 455443.
4. To integrate the September 20, 1968 Amendment to the Declaration filed as aforesaid as Document No. 455443.
5. To integrate the November 12, 1975 Amendment to the Declaration filed as aforesaid as Document No. 742031.
6. To integrate the September 20, 1968 Amendment to the Declaration filed as aforesaid as Document No. 455443.
7. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
8. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
9. To integrate the September 20, 1968 Amendment to the Declaration filed as aforesaid as Document No. 455443 and to conform the September 20, 1968 Amendment to Section 514A-11(11), Hawaii Revised Statutes.

EXHIBIT "A"

Commercial Area - TCT #281,181

<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>
280	165,581	788	378,394	1083	218,103
282	190,536	790	185,246	1084	171,935
284	135,951	792	292,515	1085	315,426
286	385,523	794	259,014	1086	161,082
288	394,780	880	359,206	1087	194,533
290	244,427	881	353,804	1088	352,016
292	244,154	882	291,509	1089	207,122
294	382,014	883	368,228	1090	365,340
380	123,851	884	295,248	1091	346,815
382	311,458	885	347,421	1092	315,930
384	341,910	886	355,782	1093	271,026
386	259,269	887	400,518;400,519	1094	298,906
388	152,351	888	277,455	1095	225,861
390	372,865	889	379,771	1097	370,202
392	322,616	890	299,385	1099	341,232
394	189,568	891	250,042	1179	359,500
480	141,430	892	161,111	1180	207,092
482	375,413	893	269,696	1181	265,677
484	299,673	894	181,736	1182	260,403
486	191,221	895	293,359	1183	400,292
488	341,222	897	357,294	1184	340,028
490	301,865	899	158,107	1185	366,862
492	250,135	979	366,861	1186	398,323
494	326,102	980	159,755	1187	349,555
580	123,866	981	339,029	1188	271,815
582	341,570	982	271,725	1189	312,505
584	329,492	983	358,983	1190	327,725
586	309,574	984	367,439	1191	189,658
588	272,492	985	170,899	1192	373,961
590	340,334	986	280,961	1193	258,117
592	322,719	987	258,546	1194	235,614
594	273,003	988	299,890	1195	356,700
		989	221,850	1197	387,276
680	123,874	990	219,786	1199	123,964
682	283,024	991	277,894	1279	297,364
684	153,140	992	339,466	1280	320,491
686	381,095	993	285,339	1281	145,453
688	296,928	994	373,006	1282	312,022
690	165,866	995	291,036	1283	385,801
692	284,114	997	343,507	1284	371,271
694	220,216	999	274,901	1285	156,718
780	350,656	1079	358,413	1286	373,877
782	396,070	1080	367,052	1287	321,070
784	294,100	1081	383,954	1288	357,249
786	315,201	1082	171,935	1289	305,530
				1290	178,466
				1291	226,161

<u>Apt. No.</u>	<u>TCT No.</u>	<u>Apt. No.</u>	<u>TCT No.</u>	<u>Apt. No.</u>	<u>TCT No.</u>
1292	349,449	1582	331,713	1790	307,398
1293	395,558	1583	294,970	1791	151,169
1294	294,879	1584	338,206	1792	177,359
1295	339,530	1585	267,096	1793	347,083
1297	382,247	1586	387,230	1794	396,538
1299	326,364	1587	308,076	1795	366,864
1379	192,993	1588)	358,110	1797	329,493
1380	310,995	1588)	358,110	1799	309,584
1381	338,549	1589	401,021	1879	124,078
1382	219,484	1590	246,978	1880	145,916
1383	203,392	1591	326,435	1881	366,865
1384	366,403	1592	349,496	1882	200,073
1385	375,985	1593	124,036	1883	310,518
1386	302,960	1594	337,293	1884	281,267
1387	275,147	1595	278,675	1885	366,866
1388	348,316	1597	316,245	1886	326,132
1389	256,865	1599	124,040	1887	270,911
1390	342,915	1679	388,500	1888	331,793
1391	359,946	1680	371,401	1889	315,514
1392	377,142	1681	333,772	1890	389,896
1393	284,818	1682	366,863	1891	124,090
1394	172,749	1683	385,525	1892	366,867
1395	366,860	1684	315,350	1893	287,520
1397	366,859	1685	369,060	1894	284,611
1399	306,094	1686	336,177	1895	320,173
1479	124,003	1687	375,664	1897	352,249
1480	258,739	1688	351,476	1899	124,824
1481	281,824	1689	288,877		
1482	384,626	1690	294,890		
1483	364,602	1691	273,002		
1484	386,319	1692	330,707		
1485	330,663	1693	377,568		
1486	336,748	1694	287,777		
1487	300,449	1695	348,660		
1488	343,919	1697	202,079		
1489	396,523	1699	347,654		
1490	330,902	1779	350,110		
1491	364,603	1780	181,867		
1492	391,854	1781	352,020		
1493	395,365	1782	294,867		
1494	169,592	1783	352,015		
1495	315,513	1784	369,560		
1497	334,885	1785	306,576		
1499	383,953	1786	399,355		
1579	190,357	1787	354,179		
1580	295,005	1788	347,466		
1581	156,358	1789	283,025		

CENTRAL/FILES

JUN 23 1993

PC