

both hereinafter submitted to the condominium property regime under the Declaration of Condominium Property Regime recorded in the Bureau as Document No. 93-87469 (hereinafter referred to as the "Declaration"), shall not merge and that the Lease shall remain in existence until the first to occur of the following: (i) all mortgages encumbering the Lease have been released and the Developer has evidenced its intent to merge the leasehold and fee estates by recording a Cancellation of Lease in the Bureau, or (ii) the Lease has been fully cancelled and surrendered as a result of the delivery of a partial cancellation and surrender of the Lease as it relates to each and all of the condominium units created by the Declaration; and

WHEREAS, Developer intends to develop the Land as a condominium project known as "Kalele Kai" (hereinafter referred to as the "Project"), as more specifically described in and in accordance with plans incorporated in the Declaration and recorded in the Bureau as Condominium Map No. 1865;

NOW, THEREFORE, the Developer hereby submits the following Bylaws of the Association of Owners of Kalele Kai which shall apply to the Project, as described in and created by the Declaration, to be filed in the Bureau of Conveyances of the State of Hawaii, as the same may from time to time be amended, which declarations, restrictions and conditions shall constitute covenants running with the land.

ARTICLE I

APPLICATION

Section 1.1 Declaration and Bylaws. The Declaration and Bylaws shall constitute covenants running with the land and shall apply to all present and future owners, tenants and occupants of any condominium units of the Project and all other persons who shall at any time use the Project. The mere acquisition or rental of any condominium unit or the mere act of occupancy of any condominium unit will signify that these Bylaws are accepted, ratified and will be complied with, and shall be binding on and inure to the benefit of the Developer, all subsequent owners and lessees of all or any part of the Project and their respective heirs, personal representatives, successors and assigns.

ARTICLE II

MEMBERSHIP

Section 2.1 Qualification. All owners of condominium units of the Project shall constitute the Association of Owners of Kalele Kai (hereinafter referred to as the "Association"). The owner of any condominium 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 of such condominium unit ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by lease of any condominium unit registered under Chapter 501 of the Hawaii Revised Statutes or recorded under Chapter 502 of the Hawaii Revised Statutes, the lessee of such condominium unit shall be deemed to be the owner thereof.

Section 2.2 Place of Meetings. Meetings of the Association shall be held at the Project or such other suitable place within the State convenient to the owners as may be designated by the Board of Directors (hereinafter referred to as the "Board").

Section 2.3 Annual Meetings. The first annual meeting of the Association shall be held not later than one hundred eighty (180) days after recordation of the first conveyance of a condominium unit provided that forty percent (40%) or more of the Project has been sold and recorded. If forty percent (40%) of the Project is not sold and recorded at the end of one (1) year, an annual meeting shall be called upon request by ten percent (10%) of the owners. Thereafter, the annual meetings of the Association shall be held within three (3) months after the end of each accounting year.

Section 2.4 Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by at least one-third of the owners and presented to the secretary of the Association (hereinafter referred to as the "Secretary").

Section 2.5 Notice of Meetings; Proxy. The Secretary shall give written or printed notice of each annual and special meeting to every owner, according to the Association's record of ownership and to every holder of a first mortgage on a condominium unit who shall have given the Board notice of such holder's interest through the

Secretary or the managing agent, at least fourteen (14) days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the items on the agenda for such meeting, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his condominium unit in the Project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. Each such notice shall also contain a standard proxy form authorized by the Association, if any. If notice is given pursuant to the provisions of this section, the failure of any owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat. The presence of any owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 2.6 Quorum. The presence at any meeting in person or by proxy of a majority of owners shall constitute a quorum, and the acts of a majority of the owners at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein. The term "majority of owners" herein means the owners of condominium units to which are appurtenant more than fifty percent (50%) of the common interest as established by the Declaration, and any other specified percentage of the owners means the owners of condominium units to which are appurtenant such percentage of the common interests.

Section 2.7 Voting. Each condominium unit shall be entitled to one (1) vote equivalent to its percentage common interest. Votes allocated to any area which constitutes a common element under Section 514A-13(h) of the Hawaii Revised Statutes shall not be cast at any meeting of the Association, whether or not such area is so designated as a common element in the Declaration. Votes may be cast in person or by proxy by the respective owners as shown in the record of ownership of the Association; provided, however, that no vote shall be fractionalized except as provided in this Section 2.7. A personal representative, guardian or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any condominium unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of

ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such condominium unit in such capacity. The vote for any condominium unit owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his share of ownership in such condominium unit. The purchaser of a condominium unit pursuant to an agreement of sale recorded in the Bureau shall have all of the rights of a condominium unit owner, including the right to vote, except as to those matters expressly retained by the seller under such agreement of sale, and as permitted by law.

Section 2.8 Proxies and Pledges.

(a) A proxy, to be valid, must be delivered to the Secretary or the managing agent, if any, no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains, and must contain at least: the name of the Association, the date of the meeting of the Association, the printed name and signature of the person or persons giving the proxy, the condominium unit or condominium units for which the proxy is given, the printed name of the person or entity to whom the proxy is given, and the date that the proxy is given.

(b) A proxy shall be valid only for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy and may be limited as the owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the unit.

(c) Proxies may be given to the Board; provided that the proxy form shall contain a box wherein the owner may indicate that the owner wishes the vote to be shared with each Board member (occasionally referred to as the "Director") receiving an equal percentage. Proxy forms which are not marked shall be considered a choice by the owner that the vote be made on the basis of the preference of the majority of the Board.

(d) Nothing in (a), (b) or (c) above shall affect the holder of any proxy under a first mortgage of record encumbering any condominium unit or interest therein or under an agreement of sale affecting a condominium unit. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any condominium unit or interest therein, a true copy of which is filed with the

Board through the Secretary or managing agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

(e) No resident manager or managing agent employed by the Association shall solicit, for use by such manager or managing agent, any proxies from any owner of the Association which employs the resident manager or managing agent, nor shall the resident manager or managing agent cast any proxy vote at any meeting of the Association except for the purpose of establishing a quorum.

(f) No member of the Board who uses Association funds to solicit proxies shall cast any proxy votes for the election or reelection of Board members at any Association meeting unless the proxy form specifically authorizes the Board member to vote for the election or reelection of Board directors and the Board first posts notice of its intent to solicit proxies in prominent locations within the Project at least thirty (30) days prior to its solicitation of proxies; provided that if the Board receives within seven (7) days of the posted notice a request by any owner for use of Association funds to solicit proxies accompanied by a statement the Board shall:

(1) Mail to all owners a proxy form containing either the names of all owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or

(2) Mail to all owners a proxy form containing no names, but accompanied by a list of names of all owners who have requested the use of Association funds for soliciting proxies and their statements.

The statement shall not exceed one hundred (100) words, indicating the owner's qualifications to serve on the Board and reasons for wanting to receive proxies.

(g) No officer of the Board shall use Association funds to solicit proxies; provided that this shall not prevent an officer from exercising his right as an owner.

(h) Owners shall be permitted to view proxies, tally sheets, ballots, owners check-in lists, and the certificate of election during normal business hours for a

period of thirty (30) days following any Association meeting; provided that:

(1) The Board may require owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association, or its members or both; and

(2) The owners pay the administrative costs in excess of eight (8) hours per year. Copies of the tally sheets, owners check-in lists and the certificate of election shall be provided to any owner upon the owner's request, provided that the owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

Section 2.9 Adjournment. Except for the absence of a quorum, any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. In the absence of a quorum at any meeting of the Association, whether annual or special, a majority of the owners present in person or by proxy may adjourn the meeting to another time but no other business may be transacted. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reasons a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to the owners in the manner prescribed for annual and special meetings. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 2.10 Order of Business. The order of business at all meetings of the Association shall generally be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Board of Directors.

- (f) Report of committees.
- (g) Election of directors (when so required).
- (h) Unfinished business.
- (i) New business.

Section 2.11 Conduct of Meetings. All meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons (hereinafter referred to as "Director" or "Directors"), each of whom shall be the sole owner or co-owner of record of a condominium unit, or a vendee under an agreement of sale of a condominium unit, or a partner in a general partnership if such partnership is an owner of record or a general partner of a limited partnership if such partnership is an owner of record. If a corporation is an owner, any officer of such corporation shall be eligible to serve as director so long as he remains an officer of such corporation. In the case of fiduciary owners, the fiduciaries or officers or employees of such fiduciaries shall be eligible to serve as director. There shall not be more than one representative on the Board from any one condominium unit. No resident manager of the Project shall be eligible to serve as director. The directors shall serve without compensation. The minimum number of the members of the Board of Directors may be reduced by the vote of not less than sixty-five percent (65%) of all owners vote by mail ballot or at a special or annual meeting.

Section 3.2 Powers. The Board shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefor as are not by law, the Declaration or these Bylaws directed to be exercised or done only by the owners. Each director shall owe the Association a fiduciary duty in the performance of the director's responsibilities. A Director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made.

Section 3.3 Election and Term. Election of Directors shall be by a cumulative vote by secret ballot at each annual meeting and any special meeting called for that purpose. Directors shall hold office for a period of three (3) years and until their respective successors have been elected, subject to removal as herein provided, except that at the first annual meeting three (3) directors shall be elected for one (1) year, three (3) directors for two (2) years and three (3) directors for three (3) years.

Section 3.4 Vacancies. Vacancies in the Board caused by any reason other than removal of a Director by the Association shall be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any Director, or his continuous absence from the State of Hawaii for more than six (6) months, or his ceasing to be the sole owner or co-owner of a condominium unit, or a vendee under an agreement of sale of a condominium unit, or a partner in a general partnership or a general partner in a limited partnership which is the owner of record of a condominium unit, or an officer of a corporation which is the owner of record of a condominium unit shall cause his office to become vacant.

Section 3.5 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by vote of a majority of owners and a successor may then and there be elected for the remainder of the term to fill the vacancy thus created. Such removal and replacement shall be in accordance with all applicable requirements and procedures set forth herein for the removal and replacement of Directors, including, but not limited to, any provisions relating to cumulative voting. No Director elected by cumulative voting shall be removed if the number of votes required to elect such Director by cumulative voting shall vote against his removal. If such removal and replacement is to occur at a special association meeting, the call for such meeting shall be by the president of the Association (hereinafter referred to as the "President") or by a petition to the Secretary or managing agent signed by not less than twenty-five percent (25%) of the owners as shown in the Association's record of ownership; and provided further that if the Secretary or managing agent shall fail to send out the notices for the special meeting within fourteen (14) days of receipt of the petition, then the petitioners shall have the authority to set the time, date

and place for the special meeting and to send out the notices for the special meeting in accordance with the requirements set forth herein. Except as otherwise provided herein, such meeting for the removal and replacement from office of Directors shall be scheduled, noticed and conducted in accordance with the Bylaws. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at such meeting.

Section 3.6 Annual Meeting. An organizational meeting of the Board shall be held at the place of and immediately following each annual meeting of the Association, and no notice shall be necessary to any Directors in order to validly constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year.

Section 3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during every other calendar quarter of every year. Notice of the time and place of a regular meeting shall be posted by the managing agent or a member of the Board at a prominent place or places within the common elements of the Project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board. Notice to the Board shall be communicated to each Director, personally or by mail, telephone or telegraph, no more than seven (7) days and not less than four (4) days prior to the date of such meeting unless the time and place of meeting is fixed by the Bylaws.

Section 3.8 Special Meetings. A special meeting of the Board may be called by written notice signed by the President or by any two (2) members of the Board other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice will be posted in a manner prescribed for notice of regular meetings and shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting.

Section 3.9 Board Meetings. All meetings of the Board, other than executive sessions, shall be open to all members of the Association, and Association members who are not on the Board may participate in any deliberation or discussion, other than executive sessions, unless a majority of a quorum of the Directors votes otherwise. The Board,

with the approval of a majority of a quorum of its members, may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters or litigation in which the Association is or may become involved. The nature of any and all business to be considered in executive session shall first be announced in open session. A Director shall not cast any proxy vote at any Board meeting, nor shall a Director vote at any Board meeting on any issue in which the Director has a conflict of interest.

Section 3.10 Meeting Minutes. Minutes of meetings of the Board and the Association shall include the recorded vote of each Board member on all motions except motions voted on in executive session. The most current minutes of the Board's meetings, once approved, shall be available to any owner at no cost or on twenty-four (24) hour loan, at a convenient location designated by the Board. Minutes of meetings of the Board and the Association for the current and prior year shall be available for examination by owners at convenient hours at a place designated by the Board. Copies of meeting minutes for the current and prior year shall be provided to any owner upon the owner's written request provided that the owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

Section 3.11 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the Directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 3.12 Quorum of Board. At all meetings of the Board a majority of the total number of Directors established by these Bylaws shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.13 Conduct of Meetings. All meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.

Section 3.14 Fidelity Bonds. The Association, at its common expense, shall obtain and maintain fidelity bonds for all officers, employees and agents of the Association handling or responsible for its funds in accordance with Section 514A-95.1, Hawaii Revised Statutes, as amended, and the Declaration. The Association shall observe and comply with the registration and disclosure requirements of said Section 514A-95.1, as amended. The managing agent employed by the Association shall provide evidence of a fidelity bond in an amount equal to \$500.00 multiplied by the aggregate number of condominium units covered by all of the managing agent's condominium management contracts; provided that the minimum amount of the bond shall not be less than \$20,000.00 nor greater than \$100,000.00.

Every fidelity bond provided in accordance with this Section 3.14 shall:

(i) Provide that the bond(s) may not be cancelled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days' prior notice to the Board, the first mortgagees and every other person in interest who shall have requested such notice; and

(ii) Contain a waiver of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 3.15 Budgets and Financial Statements. The following financial and related information shall be regularly prepared and distributed by the Board to all owners of the Association:

(a) A budget for each fiscal year consisting of at least the following information shall be distributed not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of the fiscal year:

(1) Estimated revenue and expenses prepared according to generally accepted accounting principles;

(2) The amount of the total cash reserves of the Association currently available for replacement or major repair of common elements and for contingencies;

(3) An itemized estimate of the remaining life of major components of the common elements for which the Association is responsible, the estimated replacement reserves the Association will require to maintain such property, and the methods of funding the cost of repair, replacement and additions to said property;

(4) A general statement setting forth the procedures used by the Board in calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common elements for which the Association is responsible; and

(5) The amount the Association must collect for the fiscal year to fund the estimated replacement reserves.

(b) A balance sheet - as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a condominium unit in the Project - and an operating statement for the period from the date of the first closing to said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the condominium unit and the name of the entity assessed.

(c) A report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year:

(1) A balance sheet as of the end of the fiscal year;

(2) An operating (income) statement for the fiscal year;

(3) A statement of changes in financial position for the fiscal year; and

(4) For any fiscal year in which the gross income to the Association exceeds the annual budget by Fifty Thousand and No/100 Dollars (\$50,000.00), a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a certified accountant.

If the report referred to in (c) hereinabove is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review. In addition to financial statements, the Board shall annually distribute within sixty (60) days prior to the beginning of the fiscal year, a statement of the Association's policies and practices in enforcing its remedies against owners for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against the owner's ownership interest.

(d) The most current financial statement, once approved, shall be available to any owner at no cost or on twenty-four (24) hour loan, at a convenient location designated by the Board.

(e) Financial statements, general ledgers, the accounts receivable ledger, accounts payable ledgers, check ledgers, insurance policies, contracts, and invoices of the Association for the current and prior year and delinquencies of ninety (90) days or more shall be available for examination by owners at convenient hours at a place designated by the Board, provided that:

(1) The Board may require owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interests of the Association or its members or both; and

(2) Owners pay for administrative costs in excess of eight (8) hours per year. Copies of these items shall be provided to any owner upon the owner's request, provided that the owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

(f) The Board shall make available a copy of the annual audit to each owner at least thirty (30) days prior to the annual meeting which follows the end of the fiscal year. The Board shall provide upon all official proxy forms a box wherein the owner may indicate that the owner wishes to obtain either a summary of the annual audit report, or an abridged copy of the annual audit report. The Board shall not be required to submit a summary of the annual audit report or a copy of the annual audit report to the owner if the proxy form is not marked. If the annual audit has not been completed by that date, the Board shall make available:

(1) An unaudited year-end financial statement for the fiscal year to each owner at least thirty (30) days prior to the annual meeting; and

(2) The annual audit to all owners at the annual meeting, or as soon as the audit is completed, whichever occurs later.

If the Association's fiscal year ends less than two (2) months prior to the convening of the annual meeting, the year-to-date unaudited financial statement may cover the period from the beginning of the Association's fiscal year to the end of the month preceding the date on which notice of the annual meeting is mailed.

(g) Owners may file a written request with the Board to examine other documents. The Board shall give written authorization or written refusal with an explanation of the refusal within thirty (30) days of receipt of the request.

3.16 Use of Association Funds. No member of the Board shall expend Association funds for their travel, directors' fees, and per diem, unless owners are informed of such expenses and a majority of the owners approve of these expenses.

3.17 Kalele Kai Documents. The Association, at its expense, shall provide each member of the Board with a current copy of the Declaration, these Bylaws, the House Rules of Kalele Kai, if any, and any amendments to these documents, and annually provide each member of the Board with a copy of Chapter 514A and any amendments thereto.

ARTICLE IV

OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by, and in the case of the President from the Board. Any person may hold one or more offices at the same time. The Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment deem to be necessary. An owner shall not act as an officer of the Association and an employee of the managing agent employed by the Association.

Section 4.2 Election and Term. The officers of the Association shall be elected annually by the Board at its annual meeting and shall hold office at the pleasure of the Board.

Section 4.3 Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board, and his successor elected, at any regular meeting of the Board or any special meeting called for such purpose.

Section 4.4 President. The President shall be elected from the Board. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. Subject to the control of the Board he shall exercise the general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these Bylaws or assigned to him from time to time by the Board.

Section 4.5 Vice-President. The vice-president (hereinafter referred to as the "Vice-President") shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. If neither the President nor the Vice-President is able to act, then the Board shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also have such other powers and duties as may be assigned to him from time to time by the Board.

Section 4.6 Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board, give all notice thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all condominium units, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary. If the Secretary is not present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 4.7 Treasurer. The treasurer (hereinafter referred to as the "Treasurer") shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Association of all its funds and securities. Such duties may be delegated by the Board to the managing agent.

ARTICLE V

ADMINISTRATION

Section 5.1 Management. The Board shall at all times manage and operate the Project and have such powers and duties as may be necessary or proper therefor including, without limitation, the following:

(a) Supervision of its immediate management and operation;

(b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, including the authorization to borrow money in accordance with Section 514A-82.3, as amended, these Bylaws and the Declaration;

(c) Purchase, maintenance and replacement of any equipment and provisions of all water, sewer and other utility services required for the common elements;

(d) Provision at each condominium unit of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such condominium unit or as a common expense as determined by the Board;

(e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance, repair and replacement of the common elements;

(f) Preparation at least sixty (60) days before each fiscal year of a proposed budget and schedule of assessments for such year;

(g) Determination of the common expenses pursuant to Paragraph 12 of the Declaration and collection of all common expenses, expenses, costs and fees recoverable by the Association under Section 514A-94, Hawaii Revised Statutes, and any penalties and late charges. Without limiting the foregoing, the Board shall establish and maintain an adequate reserve for periodic maintenance and repair and replacement of common and limited common elements;

(h) Purchase and maintain in effect all policies of hazard and liability insurance for the project required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Board;

(i) Maintain custody and control of all funds of the Association, maintain full and accurate books of account and records of such funds and prepare regular financial reports thereof; provided that the handling and disbursement of all funds of the Association shall be in accordance with Section 514A-97, as amended; and

(j) Notification of all persons having any interest in any condominium unit according to the Association's record of ownership of delinquency exceeding sixty (60) days in the payment of any assessment against such condominium unit.

(k) Keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The Board or managing agent shall also keep monthly statements indicating the total current delinquent dollar amount of any unpaid assessments for common expenses. All records and the vouchers authorizing the payments and statements shall be kept and maintained at the address of the Project, or elsewhere within the State of Hawaii as determined by the Board and shall be available for examination by the owners at convenient hours of business days;

(l) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(m) Making of repairs, additions and improvements to or alterations of the Project and repairs to and restoration of the Project in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(n) Procuring legal and accounting services necessary or proper in the operation of the buildings or enforcement of these Bylaws; and

(o) Establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these Bylaws and the House Rules; provided such penalties and fines are not inconsistent with the law or the provisions herein, and the unpaid amount of such penalties and fines against any owner shall constitute a lien against his interest in his condominium unit which may be foreclosed by the Board or managing agent in the same manner as provided in the Condominium Property Regime Act for common expenses; provided, however, that the lien for such penalties and fines shall be subordinate to liens for taxes and assessments lawfully imposed by governmental authority against the condominium unit and to all sums unpaid on mortgages of record. In the event such penalties and fines are established, the Board may authorize the managing agent or resident manager to impose them upon the owners, tenants and employees of a condominium unit owner, and any other persons using the property for any purpose whatsoever.

Section 5.2 Managing Agent. The Board shall employ a responsible Hawaii corporation authorized to do business in Hawaii as managing agent (herein referred to as the "Managing Agent") to manage and control the Project subject at all times to direction by the Board, with all the administrative functions set forth specifically in the preceding Section 5.1 and such other powers and duties and at such compensation as the Board may establish. The Managing Agent shall from time to time provide evidence satisfactory to the Board that the Managing Agent maintains a fidelity bond in the minimum amount required by Section 514A-84, Hawaii Revised Statutes, as amended, or such higher amount as the Board may require.

Section 5.3 Association Employees. No employee of the Association shall engage in selling or renting condominium units in the Project except Association owned condominium units; provided, however, that such activity may be permitted if approved by an affirmative vote of sixty-five percent (65%) of the membership.

Section 5.4 Representation. The President or Managing Agent, subject to the direction of the Board, shall represent the Association or any two (2) or more owners similarly situated as a class in any action, suit, hearing or other proceeding (including without limitation, any condemnation proceeding or negotiation, settlements or agreements with the condemning authority for acquisition of the common elements (excluding the land) or any part thereof) concerning the Association, the common elements or more than one condominium unit, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any owners individually to appear, sue or be sued. Service of process on two (2) or more owners in any such action, suit or proceeding may be made on the President or Managing Agent. Every first mortgagee to whom the lessee is required by the terms of the mortgage to pay the same or, whenever there is no such mortgagee to pay the same the Managing Agent, shall be the agent of the respective lessees under any condominium unit leases filed with the Board for the collection, custody and payment of all rent, taxes, assessments, and other charges payable thereunder.

Section 5.5 Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts, grants of easements and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary; provided, however, that the Developer, in order to facilitate the administration of the Project in its initial stages, shall be authorized to sign such instruments on behalf of the Association until the election of the Board and Officers at the first annual meeting of the Association; provided, however, that any management contract which Developer executes on behalf of the Association shall not have a term exceeding one (1) year and shall have a provision allowing the Association to terminate such management contract on prior written notice

of no more than sixty (60) days without payment of any penalty by the Association.

Section 5.6 Records; Examination; Disposal.

(a) The Managing Agent or Board shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The Managing Agent or Board shall also keep monthly statements indicating the total current delinquent dollar amount of any unpaid assessments for common expenses.

(b) All records and the vouchers authorizing the payments and statements shall be kept and maintained at the address of the Project, or elsewhere within the State of Hawaii as determined by the Board.

(c) The Managing Agent may dispose of the records of the Association which are more than five (5) years old without liability if the Managing Agent first provides the Board with written notice of its intent to dispose of the records if not retrieved by the Board within sixty (60) days, which notice shall include an itemized list of the records which the Managing Agent intends to dispose of.

(d) No person shall knowingly make any false certificate, entry, or memorandum upon any of the books or records of the Managing Agent or the Association. No person shall knowingly alter, destroy, mutilate, or conceal any books or records of the Managing Agent or the Association.

Section 5.7 Auditor. The Association shall appoint annually a certified public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any condominium unit, to conduct a yearly audit of the books and financial records of the Association as required by law and no less than one (1) yearly unannounced verification of the Association's cash balance by a public accountant; provided that if the Association is comprised of less than twenty (20) owners, the yearly audit and the yearly unannounced cash balance verification may be waived by a majority vote of all owners taken at an Association meeting. The Board may direct the certified public accountant to conduct an audit of the books and financial records of the Association or unannounced verification of the Association's cash balance in excess of once a year. A copy of the annual audit shall be provided

to any mortgagee of a condominium unit upon the mortgagee's written request.

ARTICLE VI

OBLIGATIONS OF OWNERS

Section 6.1 Assessments. All owners shall pay to the Managing Agent in advance on the first day of each and every month (i) the monthly installments of assessments against their respective condominium units for common expenses of the Project in accordance with the Declaration, and (ii) with respect to any tenant lease of any condominium unit owned by the Association, a monthly sum determined by the Managing Agent to be sufficient to accumulate and pay when due all rent and other charges thereunder payable by the lessee of such condominium unit to the Association. An owner may contest the amount of any assessment claimed by the Association by submitting a written request to the Board for information in accordance with Section 514A-90, Hawaii Revised Statutes, no later than seven (7) days after owner's payment of the assessment; provided, that nothing herein shall limit the rights of an owner to the protection of all fair debt collection procedures mandated under federal and state law and provided by Section 514A-90(d), Hawaii Revised Statutes. In the event all said monthly charges are not received by the Managing Agent on or before the 15th day after said charges are due, the Managing Agent may assess a late payment charge in an amount equal to ten percent (10%) or a percentage determined by the Board of the outstanding monthly charges to the appropriate owner. Owner and any buyer of owner's unit shall be jointly and severally liable for all unpaid assessments in accordance with Section 514A-91, Hawaii Revised Statutes, as amended; provided, that this provision shall not apply to any mortgagee acquiring title pursuant to a foreclosure of the mortgage.

Section 6.2 Maintenance of Condominium Units. Every owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his condominium unit, including, without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights, cable television, and all other fixtures and accessories belonging to such condominium unit and the interior decorated or finished surfaces of all walls, floors and ceilings of such condominium unit, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage

whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board or the Managing Agent. Every owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the Project when discovered.

Section 6.3 Use of Project.

(a) The residential condominium units of the Project shall be used only for residential purposes by the respective owners thereof, their tenants, licensees, families, domestic servants and social guests, and for no other purpose;

(b) All common elements of the Project shall be used only for their respective purposes as designed;

(c) No owner, tenant or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements

(d) Every owner, tenant and occupant shall at all times keep his condominium unit in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association;

(e) No owner, tenant or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his condominium unit or the Project nor alter or remove any furniture, furnishings or equipment of the common elements;

(f) Except as otherwise provided by the federal Fair Housing Act (42 U.S.C. §§3601 et seq.), as amended by the Fair Housing Amendment Act of 1988, and the rules and regulations promulgated thereunder, as the same may be amended from time to time in the future, no owner, occupant or tenant shall erect or place in the Project any building or structure including fences and walls, nor make any

additions or alterations to any common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except as otherwise specifically permitted by the Declaration or except in accordance with plans and specifications including a detailed plot plan prepared by a licensed architect if so required by the Board, and also approved by a majority of owners (or such larger percentage required by law or the Declaration) including all owners of condominium units thereby directly affected, as determined by the Board;

(g) No owner, tenant or occupant shall decorate or landscape any entrance, hallways, planting area or lanai appurtenant to his condominium unit except in accordance with standards established by the Board or specific plans approved in writing by the Board;

(h) All occupants shall avoid making noises and using musical instruments, radios, televisions and amplifiers in such manner as may disturb other occupants;

(i) No garments, rugs or other objects shall be hung from the lanais, windows or facades of the Project or otherwise displayed in public view, nor shall such objects be dusted or shaken from the lanais, windows or doors of any condominium unit or cleaned by beating or sweeping on any walkways, patios, entries or other exterior part of the Project;

(j) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project outside of the disposal facilities provided for such purpose;

(k) No owner, occupant or tenant shall without the written approval of the Board install any wiring for electrical or telephone installations, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of any building of the Project or protruding through the walls, windows or roof thereof or visible from any point outside of the Project;

(l) Nothing shall be allowed, done or kept in any condominium units or common elements of the Project which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association; and

(m) Subject to Paragraph 7(e) of the Declaration, the Developer of the Project may engage in real estate sales activities in such condominium units or on the premises of the Project for the purpose of selling such condominium units. Such activities may continue only until all such condominium units have been initially sold by the Developer.

(n) A maximum of two (2) dogs or cats less than thirty (30) pounds in weight or a reasonable number of other generally recognized household pets which are caged or confined as part of its normal maintenance such as, but not limited to, birds, fish and turtles, may be kept in a condominium unit, provided, however, that notwithstanding the above, sensory impaired owners, occupants, and guests may keep certified guide dogs, signal dogs or other animals upon which a sensory impaired person depends for assistance. No pet shall be kept or bred for any commercial purpose. No livestock, chicken, pigs or farm animals whatsoever shall be allowed or kept in any part of the Project.

If any pet or certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or presents a danger to any person within the Project, the owner shall be given an opportunity to rectify the problem. If the animal continues to cause a nuisance or unreasonable disturbance or continues to present a danger to any person within the Project, the Board shall require the animal, including the certified guide animal or signal animal, to be removed from the Project within a reasonable time period.

Owner may agree in writing to allow any occupant or tenant to keep a pet in accordance with these Bylaws and House Rules. Owner's right to replace a pet upon its death shall be governed by Section 514A-82.6, Hawaii Revised Statutes.

Section 6.4 House Rules. The Board, upon giving notice to all owners in the same manner as herein provided for notice of meetings of the Association and an opportunity to be heard thereon, may adopt, amend or repeal any supplemental rules and regulations (sometimes referred to as the "House Rules") governing details of the operation and use of the common elements not inconsistent with any provision of law, the Declaration or these Bylaws; provided, however, that the initial rules and regulations governing the operation and use of the common elements of the Project shall be adopted by the Developer of the Project.

Section 6.5 Expenses of Enforcement. Every owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such condominium unit, foreclosing its lien therefor or enforcing any provisions of the governing instruments, against such owner or any occupant of such condominium unit; provided that if the claims upon which the Association takes any action are not substantiated, all costs and expenses, including reasonable attorneys' fees, incurred by the owner as a result of the action of the Association, shall be promptly paid on demand to the owner by the Association.

Section 6.6 Enforcement.

(a) The Board, in its discretion, shall recommend to the owners a list of specific fines and penalties for the violation by any owner of the provisions of the Declaration, Bylaws and/or the House Rules. Upon the affirmative vote or written consent of a majority of all of the voting power of the Association, such fines and penalties shall be binding on all owners and shall be enforceable by the Board as a special assessment. Such a remedy shall not be deemed to be exclusive and the Board shall have other remedies as are provided for by applicable law.

(b) No fine or penalty adopted and ratified pursuant to subsection (a) hereinabove shall be levied without the following procedural safeguards:

(1) A written statement of the alleged violations shall be provided to any owner against whom such charges are made, and such written statement shall provide a date on which the charges shall be heard;

(2) No proceedings under this section shall be brought against any owner unless such owner shall have received a written statement of charges at least thirty (30) days prior to that hearing;

(3) No proceeding shall be brought against any owner more than sixty (60) days after such owner is provided a written statement of charges;

(4) The Board shall appoint a panel of three (3) capable persons (one of whom shall be designated a chairman) who may or may not be

owners, and who shall hear the charges and evaluate the evidence of the alleged violation;

(5) At such hearing the owner so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses;

(6) The panel shall deliver to the owner so charged within seven (7) days after the hearing a written decision which specifies the fines or penalties levied, if any, and the reasons therefor; and

(7) The decision of the panel shall be binding upon the owner so charged and shall not be appealable except as otherwise provided for in Chapter 514A, Hawaii Revised Statutes.

(c) If an owner shall correct an alleged violation prior to the hearing date, the Board shall discontinue the proceedings.

(d) This Section 6.6 shall not apply to the non-payment of assessments provided for in Paragraph 12 of the Declaration. This Section 6.6 shall be subject to Part VII, Chapter 514A, Hawaii Revised Statutes, and in any case of a conflict said Chapter 514A, Hawaii Revised Statutes, shall prevail.

(e) The Association and any aggrieved owner shall have the right to enforce the provisions of the Project documents or the decisions made by the Association against any owner who fails to comply with said Project documents or the decisions of the Association. Any owner shall have a similar right of enforcement against the Association.

Section 6.7 Record of Ownership. Every owner shall promptly cause to be duly recorded or filed of record the document conveying his/her condominium unit or other evidence of his or her title thereto and shall file such document with and present such other evidence of his or her title to the Board through the Managing Agent. The Secretary shall maintain all such information together with an accurate and current list of members of the Association which shall include their current addresses and shall also maintain a record of the names and addresses of the vendees of a condominium unit under an agreement of sale, if any. The list shall be maintained at a place designated by the Board and a copy shall be available, at cost, to any member

of the Association who furnishes to the Secretary or Board a duly executed and acknowledged affidavit stating that the list (a) will be used by such owner personally and only for the purpose of soliciting votes or proxies or providing information to other owners with respect to Association matters, and (b) shall not be used by such owner or furnished to anyone else for any other purpose.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Bylaws Amendment. Subject to the Declaration and the Act, these Bylaws may be amended in any respect not inconsistent with provisions of law by a vote or written consent of not less than sixty-five percent (65%) of the owners; provided that each provision required by Section 514A-82, Hawaii Revised Statutes, as amended, shall be embodied in the Bylaws always; and provided further that any proposed bylaws with the rationale for the proposal may be submitted by the Board or by a volunteer owner's committee. If submitted by that committee, the proposal shall be accompanied by a petition signed by not less than twenty-five percent (25%) of the owners as shown in the Association's record of ownership. The proposed bylaws, rationale, and ballots for voting on any proposed bylaw shall be mailed by the Board to the owners at the expense of the Association for vote or written consent without charge within thirty (30) days of the receipt of the petition by the Board. The vote or written consent required to adopt the proposed bylaw shall not be less than sixty-five percent (65%) of all owners; provided that the vote or written consent must be obtained within one hundred twenty (120) days after mailing. In the event that the bylaw is duly adopted, then the Board shall cause the bylaw amendment to be recorded in the Bureau of Conveyances. The volunteer owners' committee shall be precluded from submitting a petition for a proposed bylaw which is substantially similar to that which has been previously mailed to the owners within one (1) year after the original petition was submitted to the Board. This Section 7.1 shall not preclude any owner or voluntary owners' committee from proposing any bylaw amendment at any annual Association meeting.

Section 7.2 Indemnification. The Association shall indemnify every director and officer and his personal representatives against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of

being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct, and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled. The Association shall purchase and maintain directors' and officers' liability insurance with minimum coverage in such amount as shall be determined by the Board. Premiums shall be common expenses of the Association.

Section 7.3 Kalele Kai Documents. An accurate copy of the Declaration, the Bylaws, the House Rules, if any, the Declaration of Protective Provisions (Hawaii Kai Marina), any covenants, conditions or restrictions related to the private park disclosed in Paragraph 21(f) of the Declaration, a sample original conveyance document, all public reports and any amendments thereto, shall be kept at the Managing Agent's office. The Managing Agent shall provide copies of these documents to owners and prospective purchasers and their prospective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative and duplicating costs. In the event the Project is not managed by a Managing Agent, the foregoing requirements shall be undertaken by a person or entity, if any, employed by the Association to whom this function is delegated.

Section 7.4 Right of Access. The owners shall have the irrevocable right, to be exercised by the Board, to have access to each condominium unit from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to the common elements or to another condominium unit or condominium units.

Section 7.5 Interpretation. In case any provision of these Bylaws shall be invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any active business for profit on behalf of any or all of the owners.

Section 7.6 Waiver. The failure of the Board to insist in any one or more instances upon a stricter performance of or compliance with any of the covenants of the owner hereunder or to exercise any right or option herein contained, or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the owner hereunder, with or without knowledge by the Board of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver, express or implied by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the President pursuant to authority contained in resolution of the Board.

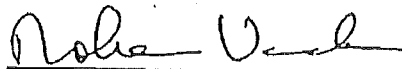
Section 7.7 Association May Incorporate. All of the rights, powers, obligations and duties of the Association imposed hereunder may be exercised and enforced by a non-profit membership corporation, formed under the laws of the State of Hawaii for the purposes herein set forth by the Association. Said corporation shall be formed upon the written approval of a majority of the voting owners. The formation of said corporation shall in no way alter the terms, covenants and conditions set forth herein and the Articles and Bylaws of said corporation shall be subordinated hereto and controlled hereby. Any action taken by said corporation, which said action is in violation of any or all of the terms, covenants or conditions contained herein, shall be void and of no effect.

Section 7.8 Subordination. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act, as amended, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Act.

The Developer acting as owner of all the condominium units in the Project, hereby adopts the foregoing Bylaws as the Bylaws of the Association of Owners of the Kalele Kai condominium project on behalf of the Association this 20th day of May, 1993.

KAPALELE ASSOCIATES,
a Hawaii limited partnership

By BEDFORD PROPERTIES, INC.
a California corporation
Its General Partner

By 
Its

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF CONTRA COSTA)

On this 20th day of May, 1993, before me appeared MOHAN VACHANI, to me personally known, who being by me duly sworn, did say that he is the Vice President of BEDFORD PROPERTIES, INC., a California corporation; that said corporation is a general partner of KAPALELE ASSOCIATES, a Hawaii limited partnership; that said instrument was executed in the name and behalf of KAPALELE ASSOCIATES by said corporation as its general partner; that the instrument was signed without the corporate seal of said corporation, and that said instrument was so executed by said corporation by authority of its Board of Directors; and said MOHAN VACHANI acknowledged said instrument to be the free act and deed of said partnership.

Pamela A. Cardon
Notary Public

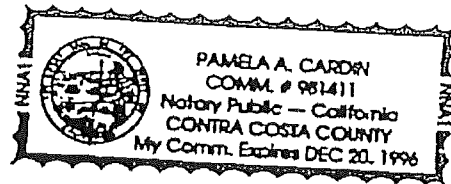


EXHIBIT A

All of that certain parcel of land situate at Maunaloa, Honolulu, City and County of Honolulu, State of Hawaii, being LOT A of the "MARINA II-A", as shown on File Plan Number 2064, filed in the Bureau of Conveyances of the State of Hawaii, and containing an area of 373,108 square feet, more or less.