



WHEREAS, it is the intent of the Developer that the leasehold and fee estates owned by the Developer, which are both hereinafter submitted to the condominium property regime, 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 hereby; and

WHEREAS, the Developer intends to develop the Land as a condominium project, (hereinafter referred to as the "Project"), as more specifically described herein and in accordance with plans incorporated herein by reference and recorded in the Bureau as Condominium Map No. 1845, (hereinafter referred to as the "Condominium Map");

NOW, THEREFORE, the Developer, in order to create a condominium project to be known as "KALELE KAI", hereby submits all of its right, title and interest in and to the Lease, the Land and the improvements to be constructed on the Land to the provisions of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended, (hereinafter referred to as the "Act"), and does hereby establish a condominium property regime with respect thereto and in furtherance thereof makes the following declarations as to divisions, limitations, restrictions, covenants, and conditions, and declares and agrees that said property is held and shall be held, conveyed, mortgaged, encumbered, used, occupied and improved subject to the terms and conditions of the declarations, restrictions and conditions set forth herein and in the Bylaws of the Association of Owners of Kalele Kai (hereinafter referred to as the "Bylaws"), as the same may from time to time be amended in accordance with law and with this Declaration and the Bylaws, which declarations, restrictions and conditions shall constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their respective successors and assigns and all subsequent owners and lessees of all or any part of the Project and their respective heirs, personal representatives, successors and assigns.

1. Name. The condominium property regime established hereby shall be known as "KALELE KAI".

2. Land Description. The land submitted to the condominium property regime is described in Exhibit "A" attached hereto and made a part hereof.

3. Description of Buildings. The Project shall consist of three (3) buildings, each of which shall contain six (6) floors (hereinafter referred to as "Building 1", "Building 2", and "Building 3"), one (1) building containing three (3) floors (hereinafter referred to as the "Townhome Building") and one (1) recreational facility building containing one (1) floor and a basement (hereinafter referred to as the "Clubhouse"). Building 1, Building 2, Building 3, and the Townhome Building are hereinafter sometimes referred to as the "Residential Buildings".

Building 1 is located on the southern boundary of the Project and contains ninety-two (92) residential condominium units. Building 2 is located on the western boundary of the Project and contains fifty-seven (57) residential condominium units. Building 3 is located on the northern boundary of the Project and contains sixty (60) residential condominium units. The Townhome Building is located on the eastern boundary of the Project and contains ten (10) residential condominium units. The Residential Buildings and the condominium units contained therein are described in more detail in Exhibit "B" attached hereto and incorporated herein by reference. The Residential Buildings will be constructed primarily of reinforced concrete, metal roof, glass, wood, plaster, tile and appropriate trim. No Residential Building or condominium shall contain a basement.

The Clubhouse is located in the center of the Project and contains a club house/lounge area which shall include a kitchenette area (containing a refrigerator, sink, bar sink and an icemaker), storage closets, manager's office, men's and women's toilet rooms, and electrical room. The Clubhouse shall have a basement for the storage of equipment, swimming pool pumps and machinery. The Clubhouse shall be constructed primarily of reinforced concrete, metal roof, glass, wood, plaster, tile and appropriate trim. A free form swimming pool and whirl pool spa are located adjacent to the Clubhouse.

4. Description of Condominium Units. The Project shall consist of two hundred nineteen (219) condominium units. The number of the condominium units and their location, approximate area and other data are more particularly described in Exhibit "B" attached hereto

and made a part hereof. The condominium units are constructed primarily of glass, wood, plaster, tile and appropriate trim, and are designated on the Condominium Map.

Each condominium unit is designated as a separate freehold estate. The respective condominium units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, the floors and ceilings surrounding each condominium unit or any pipes, wires, conduits or other utility or service lines running through such condominium unit which are utilized for or serve more than one (1) condominium unit, the same being deemed common elements as hereinafter provided. Each condominium unit shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, any doors, windows or panels along the perimeters and all fixtures originally installed therein. Each condominium unit shall also include the lanai or lanais to which such condominium unit has direct, exclusive access, and each condominium unit in the Townhome Building shall also include the garage to which such condominium unit has direct, exclusive access.

The square foot floor area of each condominium unit shown on the attached Exhibit "B" is measured from the undecorated or unfinished surfaces of the interior face of perimeter walls and includes all the walls and partitions within the perimeter walls, including any glass windows or panels along the perimeter and the outer edge of the floor slab.

Each condominium unit in Building 1, Building 2, and Building 3 shall have immediate access to a corridor which shall be a common element of the Project. Each condominium unit in the Townhome Building shall have immediate access to the grounds of the Project which shall be a common element of the Project or to a courtyard which shall be a limited common element appurtenant to that condominium unit and then to the grounds of the Project.

NOTE: The Penthouse condominium units (unit type "P") do not contain any fixtures, appliances or interior (non-load bearing) walls. It is the responsibility of the owner of each Penthouse condominium unit to, in its sole discretion and personal choice, to install fixtures and

appliances, and construct the interior layout and design of the Penthouse condominium unit in accordance with any condition or covenant contained in this Declaration or the Bylaws; provided that said owner shall not relocate or modify any utility connections or load or non-load bearing walls. Developer is only providing the Penthouse condominium unit with connections to utilities, water and wastewater disposal.

5. Common Elements. One freehold estate is hereby designated in all of the remaining portions and appurtenances of the Project (hereinafter referred to as the "common elements"), including specifically, but not limited to:

- (a) The Land in fee simple;
- (b) All structural components such as foundations, beams, supports, main walls, roofs, stairs, stairways, entrances, exits, floor slabs, unfinished perimeter party and load-bearing walls, lanai railings and parapet, awnings, corridors and walkways of said buildings;
- (c) All walkways, including the boat mooring walkways, and interior roadways located upon the Land;
- (d) All yards, grounds, landscaping, retaining walls, perimeter courtyard walls, planters located upon the Land, the Clubhouse including all amenities therein and the swimming pool and whirlpool spa adjacent thereto, as described above;
- (e) All ducts, electrical equipment, central water heating systems, wiring, pipes and other central and appurtenant transmission facilities and installations on, over, under and/or across the property which serve more than one (1) condominium unit for services such as power, light, hot water, cold water, incineration, sewage, gas, telephone and television and radio signal distribution, if any;
- (f) Any apparatus and installation existing for common use such as elevators, elevator shafts and pits, tanks, pumps, motors, fans, compressors, ducts, vents and other installations and apparatus;
- (g) Lobbies, elevator lobbies, storage rooms, machine rooms, parking areas (other than parking

stalls), ramps, deck areas, loading areas and refuse facilities;

(h) Any and all facilities for distribution and storage of mail, except for the mail box appurtenant to each condominium unit, as described hereinbelow;

(i) A total of thirty-one (31) parking stalls (designated "Guest" on the Condominium Map) shall be designated for guest parking, of which four (4) parking stalls (designated "HDCP Guest" on the Condominium Map) shall be designated for handicap parking for guests. There shall also be four (4) additional covered parking stalls (designated 38, 87c, 101, 138c on the Condominium Map), which shall be deemed to be common elements of the Project, which shall be designated for handicap parking and used by disabled owners or occupants of the Project on such terms and conditions as may be agreed upon between the Association of Owners of Kalele Kai (hereinafter referred to as the "Association") through its Board of Directors (hereinafter referred to as the "Board") and such owner or occupant; provided, however, that such parking stalls may be used as additional parking for the manager and/or security and/or maintenance personnel whenever such parking stalls are not being used by a disabled owner or occupant. The Association shall retain ownership of said handicap parking stalls and shall adopt rules for the assignment and use of said handicap parking stalls. All remaining parking stalls of the Project shall be designated as "limited common elements" appurtenant to designated condominium units as discussed in more detail below;

(j) Two (2) boat moorings (designated B7 and B8 on the Condominium Map). The boat moorings shall be restricted to use by boats no larger than twenty-three (23) feet in length and shall be subject to that certain Declaration of Protective Provisions dated January 30, 1991, recorded in the Bureau as Document No. 91-026955, as amended (hereinafter referred to as the "Declaration of Protective Provisions (Hawaii Kai Marina)") and any rules and regulations promulgated thereunder, this Declaration, the Bylaws and any house rules adopted by the Board. All remaining boat moorings of the Project shall be designated as "limited common elements" appurtenant to designated condominium units as described in more detail hereinbelow;

(k) Any and all other apparatus and installations of common use and all other parts of the

property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Limited Common Elements:

The following common elements, (hereinafter referred to and designated as "limited common elements"), are hereby set aside and reserved for the exclusive use of certain condominium units, and such condominium units shall have appurtenant thereto exclusive easements for use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(a) Each non-Penthouse condominium unit shall have exclusive use of two (2) parking stalls and each Penthouse condominium unit shall have exclusive use of four (4) parking stalls as designated on the Condominium Map and designated in Exhibit "B". Notwithstanding any provision of this Declaration, owners shall have the right to transfer and change the designation of parking stalls which are appurtenant to their respective condominium units by execution and recordation in the Bureau of an amendment to the Declaration and an appropriate conveyance document; provided that at least one (1) parking stall shall be appurtenant to each non-Penthouse condominium unit and at least two (2) parking stalls shall be appurtenant to each Penthouse condominium unit, but in the event a Penthouse condominium unit is separated into two (2) condominium units, as permitted in Paragraph 17(e) hereinbelow, at least two (2) parking stalls shall be originally appurtenant to each such condominium unit. The amendment to effectuate a change in the designation of a parking stall appurtenant to a condominium unit shall need only the signature and approval of the owners of the condominium units whose parking stalls are being changed and their respective mortgagees, if any. The amendment shall be effective only upon recordation with the Bureau.

(b) All boat moorings shall be identified by the letter "B" and a number. Condominium unit 3110 initially shall have appurtenant thereto boat moorings B1 through B6, inclusive, and B9 through B60, inclusive, as designated on the Condominium Map. Notwithstanding any provision of this Declaration, the Developer, as the initial owner of condominium unit 3110, shall have the right to amend this Declaration (1) prior to the conveyance of condominium unit 3110, to transfer and redesignate any unsold boat moorings from condominium unit

3110 to any other condominium unit(s), and (2) as often as is necessary thereafter, to transfer and redesignate any unsold boat moorings from any condominium units owned by the Developer to any other condominium unit(s). Such transfers and redesignations shall be effectuated by amendments to the Declaration signed by the Developer and recorded in the Bureau. Such condominium units shall enjoy the exclusive use of the boat moorings appurtenant thereto, subject to that certain Declaration of Protective Provisions (Hawaii Kai Marina) and any rules and regulations promulgated thereunder, this Declaration, the Bylaws and any house rules adopted by the Board. Notwithstanding any provision of this Declaration, owners shall have the right to transfer and change the designation of boat moorings which are appurtenant to their respective condominium units by recordation in the Bureau of an amendment to this Declaration and appropriate conveyance document, both signed by the seller and the buyer of the boat mooring, and their respective mortgagees, if any.

The boat mooring shall be restricted to use by boats no larger than twenty-three (23) feet in length. The owner of a condominium unit to which a boat mooring is appurtenant, at such owner's sole expense, shall maintain and repair the boat mooring in a good, safe and clean condition; provided, that if owner fails to maintain and/or repair the boat mooring in a good, safe and clean condition, the Association may arrange for the maintenance and/or repair work to be performed and the actual cost of such work plus a reasonable administrative fee as may be levied by the Board shall be charged to the owner so long as the Association (i) has provided the owner with written notice of the maintenance and/or repair work, the estimated cost of such work and the estimated administrative fee for arranging for such work on behalf of the owner, and (ii) the owner fails to notify the Association in writing within seven (7) days of owner's receipt of the Association's notice that owner has made arrangements for such maintenance and/or repair work to be performed, the person or persons who will perform such work, and the date such work will begin.

A boat mooring may be leased for a minimum period of thirty (30) days to another owner or tenant of a condominium unit within the Project, subject to the terms and conditions of the Declaration of Protective Provisions and any rules and regulations promulgated thereunder, this

Declaration, and any house rules adopted by the Association, provided that said lease of the boat mooring shall be in writing and all assessments, charges, fees or penalties arising from said boat mooring shall be levied against the owner of the condominium unit to which the boat mooring is an appurtenant limited common element. The use of a boat mooring may not be granted orally or by license, agreement or any other means to a person who is not an owner or tenant of a condominium unit within the Project.

(c) The entry courtyards adjacent to condominium unit 101 and condominium unit 110 in the Townhome Building shall be appurtenant to and for the exclusive use of the condominium unit to which such entry courtyard is adjacent.

(d) Each condominium unit shall have for its exclusive use one (1) mail box located in the lobby of the building in which the condominium unit is located.

6. Percentage of Undivided Interest. Each condominium unit shall have appurtenant thereto an undivided percentage interest in all of the common elements of the Project as shown in Exhibit "B" attached hereto (hereinafter referred to as the "common interest"), and the same proportionate share in all common profits and expenses of the Project, and, except as herein expressly provided for, all other purposes including voting. The Developer, as the owner of all unsold condominium units, shall have the right to cast the votes of such condominium units in all matters of the Association.

7. Easements. In addition to the exclusive easements established as limited common elements, the condominium units shall have and be subject to the following easements:

(a) Each condominium unit shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support, maintenance and repair of such condominium unit; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other condominium units in the building in which the condominium unit is located for support.

(b) If any part of the common elements now or hereafter encroaches upon any condominium unit, or if any condominium unit now or hereafter encroaches upon any other condominium unit or upon any portion of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the Project shall be partially or totally destroyed and then rebuilt, minor encroachments by any common element upon any condominium unit or by any condominium unit upon any common element or upon any other condominium unit due to such construction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist.

(c) The Association shall have the right, to be exercised by its Board or the managing agent, to enter each condominium unit and the limited common elements from time to time during reasonable hours as may be necessary for the operation of the Project, for painting the Project and other maintenance and repair, or for making emergency repairs therein necessary to prevent damage to any condominium unit or common element.

(d) Each owner shall have an easement in common with the owners of all other condominium units to use and have access to all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other condominium units and serving his condominium unit. Each condominium unit shall be subject to an easement in favor of the owners of all other condominium units to use and have access to the pipes, wires, ducts, cables, conduits, public utility lines, and other common elements serving such other condominium units and located in such units.

(e) The Developer shall have the right to conduct extensive sales activities on the property, including but not limited to the use of model condominium units, sales and management offices, and extensive sales displays and activities until the closing of the sale of the last unsold condominium unit in the Project. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or by an assignment in lieu of foreclosure, such mortgage lender, its successors and assigns, shall have the right to conduct such extensive sales activities on the Project

until all of the condominium units have been sold and recorded, notwithstanding the foregoing.

(f) The Developer and its agents, employees, contractors, licensees, successors and assigns shall have an easement over and upon the Land as may be reasonably necessary for the completion of improvements to and correction of defects in the Project. Such easement shall terminate twenty-four (24) months after the later of (i) the date of the recording in the Bureau of Conveyances of the first conveyance document for a condominium unit in the Project, or (ii) "substantial completion" (as that term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the improvement to be completed or corrected.

(g) The Developer hereby reserves the right to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the common elements of the Project for any reasonable purposes, which may include, but shall not be limited to, any easements for utilities or for any public purpose.

The Developer hereby further reserves the right to transfer, cancel, relocate or otherwise deal with any easement over, under, across or through any lands adjacent to or across the street from the Project, which may be appurtenant to the Land or the Project, for any reasonable purpose, which may include, but shall not be limited to, any of the same purposes set forth above in this subparagraph (g) or for the reason that any owner of any such lands adjacent to or across the street from the Project exercises any right to require the relocation of any such easement.

The foregoing rights of the Developer set forth in this subparagraph (g) shall terminate twenty-four (24) months after the later to occur of (i) the date of recordation in the Bureau of the first conveyance document for a condominium unit in the Project, or (ii) the date of substantial completion of the Project, as that term is defined in Hawaii Revised Statutes, Chapter 507, Part II.

To the extent that joinder of any owner and lien holder or other person who may have any interest in the Land or the Project or any condominium unit in it may be required in order to validate any act or thing done pursuant to the foregoing reservations, such joinder shall

be accomplished by power of attorney from each of the owners, lien holders or other such parties, the acquiring or acceptance of ownership in a condominium unit or of a lien covering a condominium unit or any other interest in the Project or Land subject to this Declaration being a grant of such power and the grant being coupled with an interest, being irrevocable.

(h) The Association shall have the right, exercisable by the Board, to grant, convey, transfer, cancel, relocate, and otherwise deal with any easements over, under, across, or through the common elements of the Project for any reasonable purpose, which may include, but shall not be limited to, those purposes which are necessary to the operation, care, upkeep, maintenance or repair of any condominium unit, the common elements or any limited common element or any easements for utilities or for any public purpose.

(i) The Association shall have the right, exercisable by the Board to transfer, cancel, relocate, and otherwise deal with any easement over, under, across or through any lands adjacent to and across the street from the Project, for any reasonable purpose, which may include, but shall not be limited to, any of the same purposes set forth in Paragraph 7(h) or for the reason that any owner of any such lands adjacent to or across the street from the Project exercises any right to require the relocation of any such easement.

8. Alteration and Transfer of Interest. Except as otherwise expressly set forth and reserved in this Declaration, the common interest and easements appurtenant to each condominium unit shall have a permanent character, shall not be altered without the prior written consent of all owners of condominium units affected thereby and their mortgagees, as expressed in an amendment to this Declaration duly recorded, shall not be separated from such condominium unit and shall be deemed to be conveyed, leased or encumbered with such condominium unit even though not expressly mentioned or described in the conveyance or other instrument. The limited common and common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Act.

9. Purposes; Use.

(a) The condominium units shall at all times be occupied and used only for residential purposes in accordance with the provisions of this Declaration and the Bylaws; provided that transient vacation rental or time share or sharing plans or other joint ownership or time interval plan or program shall be permitted in accordance with State of Hawaii laws and City and County of Honolulu ordinances, rules and regulations.

(b) The owner of a condominium unit shall not use the same for any purpose which will injure the reputation of the Project. Such owner shall not suffer anything to be done or kept in said condominium unit or elsewhere which will jeopardize the soundness of the buildings, or which will interfere with or unreasonably disturb the rights of other owners, or which will increase the rate of fire insurance on the buildings or the contents thereof or which will reduce the value of the condominium units.

(c) No owner, occupant or tenant of a condominium unit shall, except as specifically permitted herein, without the prior written consent of the Board, make any structural alterations in or additions to the condominium unit unless otherwise specifically permitted herein or in the Bylaws.

(d) The owner of a condominium unit shall have the absolute right to lease such condominium unit for residential purposes for terms of not less than seven (7) consecutive days; provided that no owner shall lease less than the entire condominium unit, and provided, further that any State of Hawaii law or City and County of Honolulu ordinance, rule or regulation requiring a longer minimum lease period shall prevail. Any lease agreement shall be in writing and shall subject the lease in all respects to the provisions of this Declaration, the Bylaws and the House Rules promulgated thereunder and provide that the failure by the lessee to comply with the terms of such documents shall be a default under the lease.

(e) The Board shall have the power to enact resolutions, rules and regulations, and have the power to amend and repeal the same from time to time, reasonably restricting and regulating the use of the condominium units and the common elements; provided, that, any such

resolutions, rules or regulations shall be consistent with the terms of this Declaration, the Bylaws and any amendments thereto.

(f) No owner, occupant or tenant shall erect, place or maintain any television or other antennas or satellite dishes of any kind on the Project visible from any point outside of his condominium unit.

(g) No owner, occupant or tenant shall place, store or maintain boats, canoes, rafts or other water craft in his respective parking stalls and other areas designated as common and limited common elements of the Project; provided, however, that this subparagraph (g) shall not apply to any boat kept in the water at said owner's, occupant's or tenant's boat mooring.

(h) No owner, occupant or tenant shall park any transportation vehicle on the interior roadways of the Project. All transportation vehicles shall be placed, stored or maintained within the parking garage or assigned parking stall.

(i) No golf carts, motor scooters, motorcycle or similar transportation vehicle shall be permitted on the interior roadways of the Project unless such transportation vehicle complies with state and county registration and vehicular requirements for use on public streets and highways; provided further that this subparagraph (i) shall not apply to the Association or Developer.

(j) No clothesline or the drying of clothes shall be permitted on the lanais. No appliances, sporting or recreational equipment, household furniture or any other items of any nature shall be stored on the lanais and which are visible from any other condominium unit, from any part of the Project, or from any adjoining street. An owner or occupant of a condominium unit shall have the right to maintain appropriate lanai furniture on the condominium unit's lanai.

(k) 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, and except as otherwise permitted by the provisions of this Declaration, no owner,

occupant or tenant shall erect or place on the Project any building or structure including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements or limited common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, 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 as required by law or this Declaration), including all owners of condominium units thereby directly affected, as determined by the Board. Any such approved improvements shall be completed within a reasonable amount of time after the commencement of construction thereof.

10. Administration of Project. Administration of the Project shall be vested in the Association, consisting of all owners of the Project in accordance with the Bylaws recorded contemporaneously with this Declaration. Operation of the Project and maintenance, repair, replacement and restoration of the common elements and limited common elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Act, this Declaration, the Bylaws and specifically but without limitation the Association shall:

(a) Make, build, maintain and repair all fences, walls, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the Project or any part thereof, including, but not limited to, any screening or landscaping of the facilities of Hawaiian Electric Company, if any, GTE Hawaiian Telephone Company, if any, or any other governmental, public or private utilities or services, which may now or hereafter be required by law, ordinance or governmental agency.

(b) Keep all common elements and limited common elements of the Project in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Project or the use thereof.

(c) Well and substantially repair, maintain, amend and keep all common elements and limited common elements of the Project, including without

limitation the buildings, parking garages and recreational facilities thereof, with all necessary reparations and amendments whatsoever, in good order and condition except as otherwise provided herein, and maintain and keep the land and all adjacent land between any street boundary of the Project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the common elements and limited common elements of the Project herein required to be repaired by the Association.

(d) Observe any setback line affecting the Project as may be shown in said Condominium Map or required to be observed by any law, ordinance or rule of governmental authority, and not erect, place or maintain any building or other structure or improvement whatsoever except approved fences or walks between any street boundary of the Project and the setback line along such boundary.

(e) Have the right, to be exercised by its Board or managing agent, to enter any condominium unit and limited common element from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein required to prevent damage to any condominium units, common elements or limited common elements or for the installation, repair or replacement of any common elements or limited common elements.

(f) Not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.

(g) Not commit any act or neglect whereby the Project or any part thereof at any time becomes subject to any attachment, judgment, lien, charge or encumbrances whatsoever.

(h) Before commencing or permitting construction of any improvement on the Project where the cost thereof exceeds Twenty-Five Thousand and No/100 Dollars (\$25,000.00), obtain a performance and lien payment bond naming as obligees, the Board, the Association and collectively all condominium unit owners and their respective mortgagees of record, as their respective interests may appear, with a responsible corporate surety authorized to do business in the State of

Hawaii, guaranteeing the full and faithful performance of the contract for such construction free and clear of all mechanics' and materialmen's liens for such construction and the payment of all subcontractors, labor and materialmen, including mechanics' and materialmen's liens arising under Section 514A-16 of the Hawaii Revised Statutes, as the same may be amended from time to time, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction.

11. Managing Agent and Service of Process.

Operation of the Project shall be conducted for the Association by a responsible corporate managing agent who shall be appointed by the Association in accordance with the Bylaws, except that the initial managing agent shall be appointed by the Developer. The managing agent is hereby authorized to receive service of legal process in all cases provided in the Act. The initial managing agent shall be Hawaiiana Management Company, whose principal place of business and post office address is 1270 Ala Moana Boulevard, Honolulu, Hawaii 96814.

12. Common Expenses.

(a) All charges, costs and expenses, wages, accounting and legal fees, and maintenance fees whatsoever incurred by the Association for or in connection with the administration of the Project, including without limitation, the operation of the Project, all maintenance, repair, replacement, and restoration of the common elements and any additions and alterations thereto; the maintenance, repair, labor, services, materials, utility services and equipment therefor; all liability whatsoever for loss, damage or injury arising out of or in connection with the common elements or any accident, fire, or nuisance; all real property taxes (except real property taxes and such other taxes which are or may hereafter be assessed separately on each condominium unit and the interest in the common elements appertaining thereto or the personal property or other interest of an owner); all premiums for hazard and liability insurance herein required with respect to the Project and the cost of all utility services including water, sewer, electricity and gas, garbage disposal and any similar services unless separately metered or billed, shall constitute common expenses of the Project and all owners shall be severally liable for such common expenses in the same proportion as their percentage share in the common interests; provided,

that all charges, costs and expenses, wages, accounting and legal fees, and maintenance fees incurred by the Association only for or in connection with any condominium unit or any limited common elements, including but not limited to, all costs of maintenance, repair, replacement, additions and improvements to the condominium units or the limited common elements and utility costs arising therefrom shall constitute limited common expenses of the Project for which only the owner of the condominium unit shall be liable, or for which only the owner of the condominium unit to which such limited common elements are appurtenant shall be liable or, if the limited common elements are appurtenant to more than one (1) condominium unit, the owners of such condominium units to which such limited common elements are appurtenant shall be severally liable in proportion to the ratio that the percentage share in the common interests of their respective condominium units bears to the sum of the percentage shares in the common interests of all the condominium units to which such limited common elements are appurtenant (such charges, costs and expenses incurred only for or in connection with any condominium unit or limited common element being herein called "limited common expenses"); and provided further, that all charges, costs and expenses incurred by the Association which are necessitated by the negligence, misuse or neglect of an owner or occupant or any person under either of them shall be charged to such owner or the owner of the condominium unit of such occupant, as a special assessment secured by the lien created under this Paragraph 12. Common expenses shall be due and payable on a monthly basis. Each owner shall become obligated for the payment of the share of common expenses allocated to his condominium unit at the time the certificate of occupancy relating to his condominium unit is issued by the City and County of Honolulu or upon the recordation of a conveyance document granting him title to the condominium unit; provided, however, that Developer shall have the right to pay the actual common expenses of the Project in accordance with Section 514A-15, Hawaii Revised Statutes, as amended. Rent, real property taxes and special assessments for each individual condominium unit as referred to in Section 514A-6, Hawaii Revised Statutes, as amended, shall be assessed on and collected on the individual condominium unit and shall be paid by the individual owner and shall not be common expenses of the Project and no payment thereof shall be payments of such common expenses.

The Board shall from time to time assess the common expenses against all the condominium units in their respective proportionate shares and the limited common expenses against the respective condominium unit or units as provided for herein. The unpaid amount of such assessments against any such condominium unit shall constitute a lien against such condominium unit which may be foreclosed by the Board as provided by the Act, provided that thirty (30) days prior written notice of intention to foreclose shall be mailed postage prepaid, to all persons having any interest in such condominium unit as shown in the Association's record of ownership, including mortgagees of record; provided, further, that such lien shall be subordinate to any mortgage on the condominium unit which was recorded prior to the filing of a notice of pendency of action for such unpaid assessment and any liens for taxes and assessments lawfully imposed by any governmental agency. Upon receipt of such notice, any mortgagee of record shall be entitled to pay all unpaid amounts of any such assessment and the Board, acting on behalf of the Association, shall accept such payment in satisfaction thereof and thereupon release and discharge the lien securing the payment thereof.

(b) A suit to recover any money judgment for unpaid common or limited common expenses shall be maintainable by the Board without foreclosing or waiving the lien securing the same. If any such unpaid amounts should prove uncollectible, then such amounts shall be deemed to be a common expense of the Project, collectible from all of the owners of condominium units in the Project, and to be shared in the same manner as the other common elements are shared.

(c) No owner may exempt himself from liability for his contribution toward the common expenses by non-use, waiver of the use or enjoyment of any of the common elements or by abandonment of his condominium unit.

(d) No owner may exempt himself from liability for his limited common expenses arising from the limited common elements appurtenant to his condominium unit by non-use, waiver of the use or enjoyment of the limited common element, or by abandonment of his condominium unit or boat mooring.

(e) When the mortgagee of a mortgage of record or other purchaser of any condominium unit acquires

title to such condominium unit as a result of a forfeiture or as a result of foreclosure of the mortgage or a conveyance in lieu of foreclosure, such mortgagee or purchaser and their respective heirs, devisees, personal representatives, successors and assigns shall not be liable for the share of the common expenses or assessments chargeable to such condominium unit which became due prior to such acquisition of title. Such unpaid share shall be deemed common expenses collectible from all owners, including such mortgagee or such other purchaser and their respective heirs, devisees, personal representatives, successors and assigns, in the same proportion as their percentage share of the common elements.

13. Compliance with Declaration, Bylaws and the Act. All owners, their tenants, families, employees, servants, guests, and any other persons who may in any manner use the Project, shall be bound by and comply strictly with the provisions of this Declaration, the Bylaws, the Act, all agreements, decisions and determinations by the Association as are lawfully made or amended from time to time, that certain Declaration of Restrictive Covenant (Private Park) dated June 3, 1991 recorded in the Bureau as Document No. 91-119313 (hereinafter referred to as the "Declaration of Restrictive Covenant (Private Park)"), and the Declaration of Protective Provisions (Hawaii Kai Marina), and failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, and any other remedies available in law or in equity, maintainable by the Board or managing agent on behalf of the Association or, in a proper case, by any aggrieved owner. All costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the Association for (1) collecting any delinquent assessments, including any assessments for the Private Park and Hawaii Kai Marina Community Association, against any owner's condominium unit, (2) foreclosing any lien thereon, (3) enforcing any provision of the Act, this Declaration, Bylaws, House Rules, the Declaration of Restrictive Covenant (Private Park) or the Declaration of Protective Provisions (Hawaii Kai Marina), and (4) the rules and regulations of the Real Estate Commission of the State of Hawaii, against an owner or any occupant of a condominium unit shall be promptly paid by such owner or occupant of such condominium unit on demand to the Association; provided that if the claims upon which the Association takes any action are not substantiated, all

costs and expenses, including reasonable attorney's fees, incurred by such owner as a result of the action of the Association, shall be promptly paid on demand to such owner by the Association.

14. Insurance. Without prejudice to the right of each owner to insure his own condominium unit for his own benefit, the Association at its common expense shall at all times:

(a) Keep all buildings, common elements and, whether or not part of the common elements, all exterior and interior walls, floors and ceilings of the Project, in accordance with the as-built condominium plans and specifications, insured against loss or damage by Special Form Causes of Loss and Ordinance of Law, as well as against flood under the Federal Flood Disaster Protection Act if the Land is located in an identified flood hazard area as designated by the Federal Department of Housing and Urban Development in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, by blanket policy or policies with an Agreed Amount Endorsement or its equivalent, if available, in the name of the Association, and naming the Developer, if applicable, each mortgagee of record of an interest in a condominium unit, and the Trustees, if applicable, as additional insureds, payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and shall pay all premiums on such insurance when due and all fees and expenses of such bank or trust company in connection with such services, and from time to time upon receipt of request therefor cause to be deposited promptly with the Board and with each mortgagee of record of any interest in a condominium unit, true copies of such insurance policies or current certificates thereof. In every case of such loss or damage all insurance proceeds shall be used with all reasonable speed by the Board on behalf of the Association for rebuilding, repairing or otherwise reinstating the buildings, common and limited common elements and, whether or not part of the common or limited common elements, all exterior and interior walls, floors and ceilings, in a good and substantial manner according to the original plan and elevation thereof or such modified plans as shall conform as nearly as practicable to the original plans and elevation consistent with laws and ordinances then in

effect, as first approved by the Board and as otherwise provided herein, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

(b) Procure and maintain at all times commercial general liability insurance, including protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others, covering all common areas of the Project with a Severability of Interest Endorsement which would preclude the insurer from denying the claim of an owner because of the negligent acts of the Association or another owner, covering all owners, the Association and its Board of Directors, officers and employees with respect to the Project, and naming the Developer, if applicable, each mortgagee of record of an interest in a condominium unit, and the Trustees, if applicable, as additional insureds, in an insurance company authorized to do business in Hawaii having a financial rating by Best's Insurance Reporting Class VI or better, with minimum limits of not less than \$2,000,000.00 per occurrence for personal injury and property damage liability. From time to time, the Board shall upon receipt of request therefor cause to be deposited with each mortgagee of record of any interest in a condominium unit, true copies of such insurance policies or current certificates thereof and shall effect such higher minimum coverages as the Board may require, having due regard for the then prevailing prudent business practices in the State of Hawaii, but not less than \$2,000,000.00 per occurrence.

(c) Procure and maintain at all times adequate Crime coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling funds of the Association, which Crime coverage shall meet the following requirements:

(1) The Association shall be the insured; and

(2) Such Crime coverage shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

The Association shall procure and maintain Directors and Officer Liability coverage from an insurance

company authorized to do business in Hawaii which shall name the Association as the insured and shall protect and defend the Association against lawsuits and any legal action alleging errors and/or omission of a member of the Board of Director(s) and/or officer of the Association in the scope of their duties on behalf of the Association.

(d) Except as provided in Paragraph 15, in every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Board as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every policy of insurance required under this Paragraph 14 or any other provision of this Declaration shall:

(1) Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right to setoff, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any owner.

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

(3) Provide that such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium), except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, each mortgagee of record of any interest in a condominium unit and every other person in interest who shall have requested such notice of the insurer.

(4) Contain a waiver by the insurer of any right of subrogation to any right of the Association or owners against any of them or any other persons claiming under either of them and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insureds.

(5) Contain a waiver by the insurer of any right to deny liability because of vacancy of any condominium unit or condominium units.

(6) Contain a provision requiring the insurer and/or agent or broker, at the inception of the policy and on each anniversary date thereof, to provide the Board with a written summary, in layman's terms, of the policy, which summary shall include the type of policy, a description of the coverage and the limits thereof, amount of annual premiums, and renewal dates, and this information shall be provided by the Board to each owner.

(7) Provide that, notwithstanding any provisions in any policy of property insurance which gives the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written consent of the Board or when in conflict with any insurance trust agreement to which the Association may be a party, or any requirement of law.

(8) Contain a standard mortgagee clause which shall:

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

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

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

(iv) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be

payable to said bank or trust company designated by the Board.

So long as the Developer, Developer's mortgagees, or the Trustees have an interest in the Project, every policy of insurance required to be maintained under the provisions of this Paragraph 14 shall name the Developer, the Developer's mortgagees and designees, if any, and the Trustees, and the Trustees' mortgagees and designees, if any, as additional insureds, as their interests may appear, and current certificates therefor and sufficient evidence of current payment of premiums shall from time to time be deposited with the Board, the Developer, the Developer's mortgagees and designees, if any, the Trustees, and the owners, mortgagee and its designees.

15. Insured Damage or Destruction.

(a) If the Project is damaged by fire or other casualty which is insured against and said damage is limited to a single condominium unit and/or the limited common elements appurtenant thereto, all of the insurance proceeds shall be used by the trustee appointed by the Board (hereinafter referred to as the "Insurance Trustee") for payment of the contractor employed by the Board to rebuild or repair such condominium unit and/or said limited common elements, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor, or if reconstruction in accordance with said plans and specifications is not permissible under the laws then in force, in accordance with such modified plans and specifications as shall be previously approved by the Board and any mortgagee of record of any interest in any condominium unit so damaged.

(b) If such damage extends to two (2) or more condominium units and/or the limited common elements appurtenant thereto, or to any other common elements, the Board shall thereupon contract to repair or rebuild the damaged portions of the buildings, including all condominium units and limited common elements so damaged, as well as the common elements, in accordance with plans and specifications therefor which will restore the same to the design immediately prior to destruction, or if reconstruction in accordance with said design is not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Board and any mortgagee of record of any interest in a

condominium unit directly affected thereby; provided that in the event said modified plan eliminates any condominium unit and such condominium unit is not reconstructed, the Insurance Trustee shall pay the owner of said condominium unit and any mortgagee of record of any interest in said condominium unit, as their interests may appear, the portion of said insurance proceeds allocable to said condominium unit (less the proportionate share of said condominium unit in the cost of the debris removal) and shall disburse the balance of insurance proceeds as hereinafter provided for the disbursement of insurance proceeds.

(c) The insurance proceeds shall be paid by the Insurance Trustee to the contractor employed for such work, in accordance with the terms of the contract for such construction and in accordance with the terms of this Paragraph 15. If the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding any common elements other than any limited common elements, the Board shall levy, as soon as reasonably possible following the determination of the amount of such insufficiency, a special assessment on the owners of all condominium units in proportion to their respective common interests. Any costs in excess of the insurance proceeds for the repairing and/or rebuilding of any condominium unit or limited common element appurtenant thereto (but not including any common elements within any condominium unit) shall be specially assessed against the owner of such condominium unit and said special assessment shall be secured by the lien created under Paragraph 12 of this Declaration.

(d) The cost of the work (as estimated by the Board) shall be paid out from time to time or at the direction of the Board as the work progresses, but subject to the following conditions:

(1) An architect or engineer (who may be an employee of the Board) shall be in charge of the work;

(2) Each request for payment shall be made on seven (7) days' prior notice to the Insurance Trustee and shall be accompanied by a certificate to be made by such architect or engineer stating that all of the work completed has been done in compliance with the approved plans and specifications and that the sum

requested is justly required to reimburse the Board for payments by the Board to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services or materials), and that when added to all sums previously paid out by the Insurance Trustee the sum requested does not exceed the value of the work done to the date of such certificate;

(3) Each request shall be accompanied by waivers of liens satisfactory to the Insurance Trustee, covering that part of the work for which payment or reimbursement is being requested, and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that there has not been filed with respect to the premises any mechanics' or other lien or instrument for the retention of title with respect to any part of the work not discharged of record;

(4) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal;

(5) The fees and expenses of the Insurance Trustee as determined by the Board and the Insurance Trustee shall be paid by the Association as common expenses, and such fees and expenses may be deducted from any proceeds at any time in the hands of the Insurance Trustee; and

(6) Such other conditions not inconsistent with the foregoing as the Insurance Trustee may reasonably request.

(e) Upon completion of the work and payment in full therefor, any remaining proceeds of insurance then or thereafter in the hands of the Board or the Insurance Trustee shall be paid or credited to all of the owners of the condominium units and the holders of any mortgage on the condominium units, as their interests may appear, in proportion to the respective common interests appurtenant to each condominium unit.

(f) To the extent that any loss, damage or destruction to any building or other property is covered

by insurance procured by the Board, the Board shall have no claim or cause of action for such loss, damage or destruction against any owner or lessee. To the extent that any loss, damage or destruction to the property of any owner or lessee is covered by insurance procured by such owner or lessee, such owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board, the Association, the Managing Agent or any other owner or any person claiming under any of them.

16. Condemnation. In case at any time or times the Project or any part thereof shall be required, taken or condemned by any authority having the power of eminent domain, the Association or an insurance trustee shall be designated to represent the owners in any proceedings, negotiations, settlements or agreements and each owner by their acceptance of the conveyance of a condominium unit shall appoint the Association or insurance trustee as an attorney-in-fact for this purpose. In case at any time or times the Project or any part thereof shall be required, taken or condemned by any authority having the power of eminent domain, then and in every such case the estate and interest of the Association and every affected owner in the premises so required, taken or condemned shall at once cease and terminate upon acquisition by such authority of title thereto or right to possession thereof, and all compensation and damages for or on account of any land and freehold interest shall be payable to the owners and their mortgagees which hold a mortgage on said land and freehold interest, in accordance with their respective percentage interest in the common elements and all compensation and damages for or on account of any improvements of the Project shall be payable to such bank or trust company authorized to do business in Hawaii as the Board shall designate as trustee, for all owners and mortgagees according to the loss or damage to their respective condominium units and appurtenant common interests and easements, and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided unless such restoration or replacement is impractical in the circumstances; provided, however, that in case (i) only part of the Project shall be so required, taken, or condemned thereby rendering the remaining land and improvements unsuitable for the multi-family residential purposes of the Project, and the Association removes all

remains of buildings and restores the land to good orderly condition and even grade, or (ii) all or only part of any individual condominium unit is so required, taken or condemned thereby rendering any remaining part thereof unsuitable for residential purposes, and the Association removes all remains of the condominium unit and restores the remaining common elements to good orderly condition and by amendment of the Declaration causes the remaining part of the Project to be reconstituted as a new condominium property regime without such condominium unit, an owner whose condominium unit is so condemned in either case may surrender his conveyance document and upon such surrender said owner and said owner's mortgagee(s), if any, shall be entitled to all remaining compensation and damages payable for or on account of the condominium unit and appurtenant common interest in any improvements of the Project together with any other funds payable on account of the condominium unit pursuant to this Declaration, as their interests may appear.

17. Repair; Restoration; Alteration of Project.

(a) If at any time or times the improvements of the Project shall be substantially damaged or destroyed by any casualty not insured against, such improvements shall be rebuilt, repaired or restored unless seventy-five percent (75%) of all owners vote not to rebuild, repair or restore. Any such restoration of the common elements shall be completed diligently by the Association as its common expense, and the respective owners shall be solely responsible for any restoration of their respective condominium units so damaged or destroyed, according to the original plans and specifications thereof or such other plans and specifications approved in the same manner as provided in Paragraph 9(k) of this Declaration. Unless such restoration is undertaken within a reasonable time after such casualty, the Association, at its common expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good, orderly, safe and sanitary condition and even grade.

(b) Except as otherwise expressly set forth and reserved in this Declaration, the Project shall be repaired, rebuilt or restored in the event of damage or destruction to all or any part of the buildings and common elements, unless, within ninety (90) days after such damage or destruction, it is determined by the vote of

seventy-five percent (75%) of the owners (including the owners of seventy-five percent (75%) of the damaged or destroyed condominium units) that the Project not be so repaired, rebuilt or restored.

(c) 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, and except as otherwise permitted by the provisions of this Declaration, restoration or replacement of the Project or of any building or other facility thereof or construction of any additional building or structural alterations or additions to any structure different in any substantial and material respect from the Condominium Map of the Project, shall be undertaken by the Association or any owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote or written consent of seventy-five percent (75%) of the owners and accompanied by the written consent of the holders of all liens affected thereby, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record or file of record such amendment together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer. Additionally, subsequent to the issuance of a certificate of occupancy for all buildings in the Project, any additions or alterations to the exterior of condominium units and to their lanais, structures, boat moorings and landscaping in common elements shall be undertaken only upon the review and approval by the Board and the Building Department of the City and County of Honolulu after the written consent of the Association is obtained by the affirmative vote of not less than sixty-seven percent (67%) of the owners and accompanied by the written consent of the holders of all liens affected thereby. Nonmaterial structural additions to the common elements, including, without limitation, the installation of a solar energy device shall require the prior written approval of the Board and the affirmative vote of not less than sixty-seven percent (67%) of the owners. "Nonmaterial structural additions to the common elements" and "solar energy device" shall have the meaning defined in Section 514A-89, Hawaii Revised Statutes. Additions to or alterations made within a condominium unit

shall be permitted so long as such additions or alterations do not jeopardize the structural soundness or safety of the condominium unit and building. Additions to or alterations made within a limited common element appurtenant to and for the exclusive use of a condominium unit shall require the prior written approval of the Board. No work, additions or alterations to the water, electrical, air conditioning or any system servicing or affecting more than one condominium unit shall be permitted without the prior written consent of the Board and any owner who will be affected by such work, additions or alterations. No work shall be done which would jeopardize the soundness or safety of the Project, reduce the value therefor, violate the uniform external appearance of the condominium unit, or impair any easement, without in every such case the prior consent of seventy-five percent (75%) of the owners, together with the consent of all owners whose condominium units or limited common elements appurtenant thereto are directly affected and the mortgagees of such condominium units.

(d) The owner of any two adjoining condominium units may, with the prior written approval of the Board and the consent of any mortgagee of any such condominium units, alter or remove all or portions of the intervening wall (not load-bearing) which separates such condominium units if the structural soundness and safety of the building in which the condominium units are located is not thereby affected and if the finish of the common element then remaining is restored to a condition substantially comparable to that of the common elements prior to such alteration of a common element; provided, however, that prior to commencing any work the owner shall (i) submit to the Board a complete set of plans as prepared and stamped by an architect registered to practice in the State of Hawaii, (ii) submit to the Board an opinion letter from a professional structural engineer licensed to practice in the State of Hawaii stating that the improvements will not impact the structural soundness of the building and condominium unit, (iii) submit to the Board a copy of the general liability insurance policy of the Hawaii licensed contractor performing the work and said general liability insurance policy shall name as additional insureds the owner, the Board, and the Association, and, so long as any of the following parties have an interest in the Project also name as additional insureds the Developer, Developer's mortgagees, if any, the Trustees, and the Trustees' mortgagees, if any, (iv)

obtain any and all required permits and approvals from the City and County of Honolulu and submit a copy of said permits and approvals to the Board, (v) secure and submit to the Board a performance and payment bond naming as obligees said owner, the Board and the Association and, so long as the following parties have an interest in the Project also name as obligees the Developer, the Developer's mortgagees, if any, the Trustees, and the Trustees' mortgagees, if any, in a penal sum of not less than one hundred percent (100%) of the cost of such construction, guaranteeing the completion thereof free and clear of all mechanics' and materialmen's liens, (vi) use a licensed Hawaii contractor for the construction of the improvement and strictly comply with all applicable laws, and (vii) comply with any policy adopted by the Board setting forth the hours when construction is permitted; provided, further, that after completion of construction, owner shall provide a copy of the as-built floor, electrical and/or mechanical plans to the Managing Agent.

The owner of such adjoining condominium units may install in and attach to such opening or openings walls, doors and other service devices and may remove and retain ownership of the items so installed. Upon the termination of the common ownership of such adjoining condominium units, any intervening wall which has been altered or removed pursuant to the foregoing provisions shall be restored to substantially the condition in which the same existed prior to such alteration or removal, if the new owner or owners do not consent to such alteration. Subject to the terms and conditions of this Declaration and the Bylaws, and at the sole expense of the owner involved, the owner of any two (2) such adjoining condominium units shall also have the right to make additions to or alterations and physical partitions within such condominium units subject to subparagraph (c) hereinabove; provided, that no work shall be done which would violate any building code of the City and County of Honolulu and/or jeopardize the soundness or safety of the Project, reduce the value thereof, detract from the external appearance of the condominium unit or impair any easement, except as permitted in subparagraph (c) hereinabove.

(e) The owner of a Penthouse condominium unit who will construct the initial interior layout and design of the loft space shall comply with conditions (i) through (vii) set forth in subparagraph (d) hereinabove

prior to commencing any work; provided, further, that upon completion of construction, owner shall provide a copy of the as-built floor, electrical and/or mechanical plans to the Managing Agent.

The owner of a Penthouse condominium unit may, with the prior written approval of the Board and the consent of any mortgagee of such Penthouse condominium unit, construct a demising or intervening wall (not load-bearing) to separate such Penthouse condominium unit into no more than two (2) condominium units so long as the structural soundness and safety of the building in which the Penthouse condominium unit is located is not thereby affected and the demising or intervening wall is located directly above the demising wall of the two (2) condominium units on the floor below as shown on the Condominium Map; provided, that the owner shall comply with conditions (i) through (vi) set forth in subparagraph (d) hereinabove prior to commencing any work; provided, further, that upon completion of construction, owner shall provide a copy of the as-built floor, electrical and/or mechanical plans to the Managing Agent. The common interest appurtenant to the Penthouse condominium unit shall be reapportioned solely between the two (2) condominium units. The owner of such Penthouse condominium unit prior to conveying one (1) or both condominium units shall amend this Declaration and the Condominium Map to reflect the increase in the total number of condominium units in the Project and the common interest of both condominium units; provided that such amendment to the Declaration shall require only the signature of the Penthouse condominium unit owner, any mortgagee of the Penthouse condominium unit, and the Board and shall be recorded in the Bureau; provided, further, that until a recorded copy of the amendment to the Declaration is provided to the Association, all assessments shall be levied to and shall be the responsibility of the Penthouse condominium unit owner. Subject to the terms and conditions of this Declaration and the Bylaws, and at the sole expense of the owner involved, the owner of any Penthouse condominium unit shall also have the right to make additions to or alterations and physical partitions within such Penthouse condominium unit subject to subparagraph (c) hereinabove; provided, that no work shall be done which would violate any building code of the City and County of Honolulu and/or jeopardize the soundness or safety of the Project, reduce the value thereof, detract from the external

appearance of the Penthouse condominium unit or impair any easement, except as permitted in subparagraph (c) hereinabove.

(f) Any provision of this Declaration and Bylaws to the contrary notwithstanding, the Developer, in its sole and absolute discretion, shall have the right to separate any unsold Penthouse condominium unit into two (2) condominium units at any time but not later than June 1, 1998; provided that the demising or intervening wall separating the Penthouse condominium unit into (2) condominium units shall be located directly above the demising wall of the two (2) condominium units on the floor below as shown on the Condominium Map. Nothing herein or in the Bylaws shall be interpreted as requiring Developer to obtain the prior consent of the Association or the Board. If Developer elects to exercise the right herein, the (i) percentage common interest appurtenant to the Penthouse condominium unit shall be reapportioned solely between the two (2) condominium units, and (ii) the parking stalls appurtenant to the Penthouse condominium unit shall be redesignated solely between the two (2) condominium units in accordance with the minimum number of parking stalls set forth in the subparagraph (a) of the limited common elements provision above, and (iii) Developer shall amend this Declaration, the Bylaws, if necessary, the public report, if necessary, and the Condominium Map to reflect at a minimum the increase in the total number of condominium units, the percentage common interest appurtenant to said two (2) condominium units, the parking stalls appurtenant to said two (2) condominium units, and floor plans, provided that any amendment shall require only the signature of the Developer and recordation in the Bureau, if applicable.

The owners of condominium units in the Project shall have no statutory, legal or equitable right to rescind any purchase of a condominium unit or the obligation to purchase a condominium unit as a result of the amendment or creation of any instrument to effectuate the separation of any Penthouse condominium unit into two (2) condominium units nor the Developer's issuance of supplementary public reports disclosing the separation of the Penthouse condominium unit into two (2) condominium units. Owner, by purchasing or accepting the conveyance of a condominium unit in any manner whether by court decree, inheritance, foreclosure or any other means, hereby appoints Developer as its true and lawful

attorney-in-fact for the purpose of executing, acknowledging, recording, if necessary, and delivering any instrument necessary or appropriate in carrying out the provisions and exercising the rights, powers and privileges granted by this subparagraph (f). This power of attorney granted to Developer shall not be affected by any subsequent mental, physical or emotional disability of the owner. Owner covenants that on the request of Developer, owner shall execute, acknowledge and deliver any instrument necessary or appropriate for the purpose of carrying out the provisions and exercising the rights, powers and privileges granted by this subparagraph (f). This subparagraph (f) shall be applicable to any subsequent condominium owner and shall terminate no later than midnight of June 1, 1998 unless sooner relinquished by Developer.

The rights reserved in this subparagraph (f) for the benefit of Developer shall not be amended, modified or terminated in whole or in part by any vote of the owners, Association or Board prior to the expiration of the time periods set forth herein or sooner relinquished and terminated by Developer.

(g) Notwithstanding subparagraph (c) hereinabove which permits additions or alterations within a condominium unit and expressly applicable to the design and construction of the interior of any Penthouse condominium unit, if owner, occupant or tenant desires to add, change or alter partitions or floor finishing material such as, but not limited to, marble, granite or paver tile flooring, such additions or alterations shall (i) be designed, installed and constructed within the maximum live load of forty (40) pounds per square foot and a distributed partition and floor finish material load of ten (10) pounds per square foot; and (ii) be designed to reduce the transmission of noise to any condominium unit below or adjacent thereto in accordance with any guidelines adopted by the Board. Any hard floor finish material shall be insulated or padded to reduce the transmission of noise to any condominium unit below or adjacent to such condominium unit; provided that this provision shall not apply to any floor finish material originally installed by the Developer.

(h) Notwithstanding any provision contained herein or in the Bylaws, no owner, occupant or tenant shall be permitted to alter or relocate the exterior glass

line or windows because such alteration or relocation will affect and impact the condominium units above and below.

18. Maintenance Reserve Fund. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all owners in monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each owner's obligations to provide for utilities, insurance, maintenance, assessments of the Association, repair, replacement or improvements to the common elements and limited common elements which the Association is obligated to maintain, and other expenses of administration of the Project, which shall be deemed conclusively to be a common expense of the Project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or reduced in the discretion of the Board. The proportionate interest of each owner in said fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such condominium unit even though not expressly mentioned or described in the conveyance thereof. In case the condominium property regime hereby created shall be terminated or waived, said fund remaining after full payment of all common expenses of the Association shall be distributed to all owners in their respective proportionate shares except for the owners of any condominium units then reconstituted as a new condominium property regime. For the initial months of operation of the Project, the Board shall establish a working capital fund equal to a minimum amount of two (2) months' estimated common expenses; provided, that these amounts shall be collected at the time the first purchase of the unit is closed or when control of the Project is transferred to the Association, whichever is earlier, and such amounts shall not be considered advance payments of regular assessments. The working capital fund shall be transferred to the Association for deposit into a segregated fund when the control of the Project is transferred to the Association; provided, that during the time period Developer is in control of the Association, Developer shall not use any of the working capital funds to defray its expenses, reserve contributions, construction costs, or to make up any budget deficit; provided, however, that when unsold condominium units are sold, the Developer may use funds collected at closing to reimburse itself for funds it paid the Association for each unsold condominium unit's share of the working

capital fund. The Board shall comply with Section 514A-83.6, Hawaii Revised Statutes, as may be amended from time to time.

19. Amendment of Declaration. Except as otherwise provided herein or in the Act, this Declaration may be amended by an affirmative vote or written consent of seventy-five percent (75%) of the owners, effective only upon recording of an instrument setting forth such amendment and vote, duly executed by such owners or by the proper officers of the Association; provided, however, that at any time prior to the issuance of the final public report by the Real Estate Commission of the State of Hawaii, the Developer may amend this Declaration and the Bylaws in any manner. Notwithstanding the foregoing and notwithstanding the sale and conveyance of any of the condominium units, the Developer may amend this Declaration (including the Bylaws and when applicable, the Condominium Map) (a) by filing the "as built" verified statement (with plans, if applicable) required by Section 514A-12 of the Act, (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, condominium unit numbers and dimensions of the condominium units as built, or (ii) so long as any plans filed therewith involve only immaterial changes to the layout, location, condominium unit numbers or dimensions of the condominium units as built; and (b) by filing any change or amendment required by an administrative agency of any state, territory, possession or foreign country or other foreign jurisdiction or a mortgagee of a condominium unit as a condition precedent to marketing the Project therein.

20. Mortgages and Mortgagees.

(a) Notice to Board of Directors. An owner who mortgages his or her interest in a condominium unit shall notify the Association of the name and address of his or her mortgagee and shall file a conformed copy of such mortgage with the Association within ten (10) days after the execution of the same. The Association shall maintain such information in a book entitled "Mortgages of Condominium Units".

(b) Notice of Unpaid Common Expenses. The Association whenever so requested in writing by an owner or mortgagee of an interest in a condominium unit shall

promptly report any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any condominium unit.

(c) Notice of Default. The Board, when giving notice to an owner of a default in paying common expenses or other default in performance of any obligation under this Declaration, the Bylaws, House Rules, the Declaration of Protective Provisions (Hawaii Kai Marina), the Declaration of Restrictive Covenant (Private Park) or other document of the Association, shall send a copy of such notice to each holder of a mortgage covering such condominium unit or interest therein whose name and address has theretofore been furnished to the Association.

(d) Examination of Books. Each owner and each mortgagee shall be permitted to examine the books, records and financial statements of the Association during normal business hours on business days and each mortgagee shall have the right to require the submission of annual reports and other financial data. The Association shall provide an audited statement for the preceding fiscal year if the mortgagee of any condominium unit in the Project submits a written request for such information.

(e) Right of Access. Each mortgagee and its agents shall have a right of access through the common elements (other than the limited common elements) of the Project for the purpose of passage to any condominium unit on which it holds a mortgage, provided that entry into any such condominium unit or the limited common elements appurtenant thereto by the mortgagee or its agents shall be at the sole risk of the mortgagee and shall be made strictly in accordance with and subject to the terms of its mortgage.

(f) Mortgage Protection. Notwithstanding any other provisions contained in this Declaration or the Bylaws:

(1) The liens in favor of the Association created hereunder or the Bylaws on any condominium unit and its appurtenant interest in the common elements shall be subject and subordinate to and shall not affect the rights of the holder of any indebtedness secured by any mortgage of such interest(s), made for value, which was recorded prior to filing of a notice of pendency of action to foreclose such lien,

provided that after the foreclosure of any such mortgage there shall be a lien upon the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such condominium unit if falling due after the date of such foreclosure sale.

(2) All taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Hawaii shall relate only to the individual condominium unit and not to the condominium project as a whole.

(3) The Declaration and Bylaws shall not give an owner or any other party under him, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(4) Notwithstanding any other provision of this Declaration or the Bylaws, no amendment to this Paragraph 20 shall affect the rights of the holder of any such mortgage filed in the Bureau of Conveyances of the State of Hawaii who does not join in the execution thereof if such mortgage was filed prior to the filing of such amendment.

(5) Any holder or insurer of a duly filed mortgage of a condominium unit whose interest appears in the record of ownership or who has otherwise delivered a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the condominium unit number) shall be entitled to:

(i) Prior written notice of any proposed amendment to the Declaration or the Bylaws;

(ii) Prior written notice of any proposed termination of the condominium property regime;

(iii) Timely written notice of any actual or threatened condemnation or eminent domain proceeding affecting the Project or any portion thereof;

(iv) Timely written notice of any default of the owner which is not cured within sixty (60) days;

(v) Timely written notice of any significant damage or destruction to the common elements or to the condominium unit covered by the first mortgage held or insured by such person;

(vi) Timely written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(vii) A copy of all pleadings filed in any lawsuit, administrative proceeding, or other action affecting the Project or any portion thereof, at such person's expense for reproduction costs and at such person's specific written request;

(viii) Prior written notice of any proposal to subdivide, encumber, sell or transfer the common elements or any part thereof; provided, however, that the granting of easements for public or private utilities or for public purposes consistent with the intended use of the common elements of the Project, the relocation of any easements appurtenant to the Project over other lands pursuant to the exercise of any right to relocate such easements by the owner of such other lands shall not be deemed a transfer within the meaning of this clause;

(ix) Vote and participate in amendments to this Declaration and the Bylaws if they have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of holders, insurers, or guarantors of first mortgages.

(6) Unless the percentage approval specified in Paragraph 19 hereinabove and the prior written approval of the holders, insurers, or guarantors of first mortgages representing at least fifty-one percent (51%) of the votes of the condominium units that are subject to first mortgages are obtained, the Association shall not be entitled to do any of the acts enumerated hereinbelow:

(i) By act or omission, seek to abandon or terminate the Project;

(ii) Change the common interest appurtenant to any individual condominium unit, provided however that this provision shall not apply to the change in common interest resulting from the partition of a Penthouse condominium unit into two (2) separate condominium units as permitted in Paragraph 17(e) and (f) hereinabove;

(iii) Partition or subdivide any condominium unit, provided however that this provision shall not apply to the partition of a Penthouse condominium unit into two (2) separate condominium units as permitted in Paragraph 17(e) and (f) hereinabove;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements;

(v) Use condemnation proceeds or hazard insurance proceeds for losses to the Project or any part thereof (whether to condominium units or to common elements) for other than the repair, replacement or reconstruction of the same;

(vi) Materially amend any provision of the Declaration or Bylaws or to add material provisions thereto, which establish, provide for, govern or regulate any of the following:

(A) Voting rights;

(B) Assessments, assessment liens or the priority of assessment liens;

(C) Reserves for maintenance, repair and replacement of the common elements;

(D) Responsibility for maintenance and repairs;

(E) Reallocation of interests in the general or limited common elements, or rights to their use;

(F) Redefinition of any condominium unit boundaries;

(G) Convertability of condominium units into common elements or vice versa;

(H) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;

(I) Insurance or fidelity bonds;

(J) Leasing of condominium units;

(K) Imposition of any restrictions on an owner's right to sell or transfer his or her unit;

(L) Decision by the Association to establish self-management when professional management had been required previously by the Project documents or by an eligible mortgage holder;

(M) Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project documents;

(N) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or

(O) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

(vii) Amend any provision of this Paragraph 20 or add material provisions;

Notwithstanding subparagraph (f)(6) hereinabove, if a holder, insurer or guarantor of first mortgage fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives proper

notice of the proposed amendment delivered by certified or registered mail with "return receipt" requested, such holder, insurer or guarantor shall be deemed to have approved such proposed amendment.

(g) Right of First Refusal Not Applicable. In the event that there shall be any right of first refusal to purchase any condominium unit by the Association, any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage or assignment of the conveyance document in lieu of foreclosure, shall be exempt from such "right of first refusal".

(h) Release of Information. The Board may provide any information available to it pertaining to a condominium unit or the Project to the first mortgagee of such condominium unit and such mortgagee may provide any information to the Board regarding the mortgagor, the mortgagor's loan and the status of such loan.

21. Disclosures. Developer hereby makes the following disclosures:

(a) Soils. Portions of the Project are "reclaimed" lands created in part by filling of submerged land in Kuapa Pond and the Project is comprised of built-up earth fill overlaying the pre-existing earth. As a result some settlement and movement of the earth in the Property may occur. Each owner acknowledges that the location of the Project is highly desirable because of the surrounding Hawaii Kai Marina and close proximity to the ocean. The Association and each owner covenants that they shall assume all risks associated with such location, including but not limited to the risk of property damage or personal injury arising from settlement and/or movement of the underlying land and shall individually and through the Association, indemnify, defend and hold harmless the Developer, its partners and affiliates and the Trustees from any liability, claims or expenses, including attorney's fees, arising from such property damage or personal injury.

(b) Hawaii Kai Marina. Each owner of a condominium unit, including condominium units that do not have a boat mooring appurtenant thereto, shall be a member of the Hawaii Kai Marina Community Association. As a member of the Hawaii Kai Marina Community Association,

each owner shall have a nonexclusive easement in common with the Trustees and all others so entitled for purposes of navigation and access to the sea upon, over and across Kuapa Pond and all canals and other waterways thereof, as Kuapa Pond and waterways shall exist from time to time. All use of the Kuapa Pond and the waterways shall be subject to that certain Declaration of Protective Provisions, dated January 30, 1991, recorded in the Bureau of Conveyances as Document No. 91-026955, as amended, and all rules and regulations promulgated thereunder. The Hawaii Kai Marina Community Association may levy general assessments to provide for the care, maintenance, operation and improvement of Kuapa Pond and the waterways. No owner may exempt himself from liability for his payment of any Hawaii Kai Marina Community Association assessment by non-use, waiver of use or enjoyment, or by abandonment of his condominium unit.

(c) Emergency Sewer Overflow. There is an emergency sewer overflow near Wailua Street Bridge which discharges sewage into the Hawaii Kai Marina in emergencies. The Association and each owner covenants that they shall assume all risks associated with such location, including but not limited to nuisance, the risk of property damage or personal injury arising from and incidental to any emergency sewer overflow into the Hawaii Kai Marina and shall individually and through the Association, indemnify, defend and hold harmless the Developer, its partners and affiliates and the Trustees from any liability, claims or expenses, including attorney's fees, arising from such property damage or personal injury.

(d) Salt Air. The Project is located on the Kuapa Pond and waterways and is in close proximity to the ocean and, as a result, is subject to water residue and the salt water spray from the ocean which may have an affect upon the condition of the Project, improvements and personal property of owners and their respective tenants. The Association and each owner covenants that they shall assume all risks associated with such location, including but not limited to nuisance, the risk of property damage or personal injury arising from the air borne spray or mist from Kuapa Pond, the waterways and the ocean and shall individually and through the Association indemnify, defend and hold harmless the Developer, its partners and affiliates and the Trustees from any liability, claims or expenses, including attorney's fees arising from such property damage or personal injury.

(e) Private Park. The Project is subject to the Marina Zoning Unilateral Agreement and Declaration for Conditional Zoning, dated July 3, 1986 and recorded in the Bureau of Conveyances in Liber 19645 at Page 696 (hereinafter referred to as the "Unilateral Agreement"), which sets forth the conditions of the change in zoning and development of a number of separate parcels of land in the Hawaii Kai area including the underlying land of the Kalele Kai condominium project. Pursuant to the Unilateral Agreement and Rule 10 of the Park Dedication Rules and Regulations of the City and County of Honolulu, Hawaii, adopted pursuant to Ordinance No. 4621 of the City and County of Honolulu (hereinafter referred to as "Park Dedication Rule 10"), Hawaii Kai Development Company is required to develop a private park area and record a Declaration of Restrictive Covenant (Private Park) against the Kalele Kai condominium project and other separate parcels of land subject to the Unilateral Agreement. The Declaration of Restrictive Covenant (Private Park) dated June 3, 1991 and recorded in the Bureau of Conveyances as Document No. 91-119313, has been recorded against the Land. Hawaii Kai Development Company has assigned its obligation to develop the private park to Kemper Real Estate Management Company. Kemper Real Estate Management Company or its successor and assigns shall develop the private park and shall record the Declaration of Restrictive Covenant (Private Park) against all remaining parcels of land subject to the Unilateral Agreement.

Upon completion of construction of the private park and creation of the park association, each owner of Kalele Kai shall be a member of the park association which shall be obligated to perpetually maintain the private park for the duration of the Declaration of Restrictive Covenant (Private Park). The maintenance of the private park shall require each member to pay its proportionate share of the maintenance costs. Other residential projects may be annexed under the Declaration of Restrictive Covenant (Private Park) and shall have the right to use such private park together with the obligation of paying its proportionate share of the maintenance costs. No owner may exempt himself from liability for his payment of any private park assessment by non-use, waiver of use or enjoyment of the private park, or by abandonment of his condominium unit.

(f) Associations. Each owner shall be a member of the Association of Owners of Kalele Kai, the

Hawaii Kai Marina Community Association, and the park association disclosed in Paragraph 21(e) hereinabove. As a member of these associations, each owner shall be required to pay his/her/its proportionate share of common expenses and special assessments as the documents for each association may provide. No owner may exempt himself from liability for his payment of any assessment by non-use, waiver of use or enjoyment, or by abandonment of his condominium unit or any dispute.

(g) View and View Planes. Developer hereby discloses that the owner of the parcel of land adjacent to the Project on the makai boundary towards the shopping center may develop the land into a commercial and/or office building and such development may obstruct, alter, change or diminish the views and view planes of the Project. Each owner acknowledges and understands that development is occurring in the Hawaii Kai area and will likely continue to occur in the future and that development may obstruct, alter, change or diminish the views and view planes of the Project. Developer its employees, agents, real estate broker and agents, condominium documents and written, audio, or video advertisements, make no representations or warranties as to the views and/or view planes which the Project currently has or will have in the future.

(h) Concrete Structures. Reinforced concrete was used in the construction of portions of the Project. Concrete, though a dense, rigid material used for its strength, durability and insulating qualities, is subject to deflection, shrinkage, creep, and thermal expansion or contraction. As a result of these forces, cracks and uneven surfaces may develop and affect the appearance and performance of the concrete and/or any material attached to or in contact with the concrete. A leveling fill material, which is comprised of an inert material, was used on certain floor areas in varying amounts to promote a level surface. The Association and each owner covenants that they are aware of and shall assume the risks and consequences associated with any deflection, shrinkage, creep, and thermal expansion or contraction of the concrete or fill material used in the Project, including but not limited to the risks of cracks and property damage, and shall individually and through the Association, indemnify, defend and hold harmless the Developer, its partners, affiliates, agents and consultants, and the Trustees from any liability, claims

or expenses, including attorney's fees, arising from such risks.

(i) The Trustees of The Estate of Bernice Pauahi Bishop. The Trustees have not controlled or participated in, in any way, either as a joint venturer or in any other capacity, the planning or construction of any building or other improvements in the Project or any part thereof (the "Improvements"), or the marketing or sale of the Project. All approvals of plans and specifications covering the Improvements were given by the Trustees without regard to and without conducting any independent investigation into, the safety or structural soundness of the Improvements, code violations, or other matters relating to the legality or integrity of the Improvements. The Developer, the Association, and each owner hereby waives any and all claims which it or they might otherwise have against the Trustees on account of faulty or improper construction of any of the Improvements (including but not limited to any condominium unit and any common element of the Project), latent defects, code violations in building construction or representations covering any of the Improvements (including but not limited to any condominium unit and any common element of the Project). The Developer, the Association, and each owner agrees that its right to make such claims, to the extent such claims are recognizable at law or equity, will be against the person or persons who are responsible for construction of the Improvements (including but not limited to any condominium unit and any common element of the Project) or who may otherwise be liable for any defects therein, and that none of the Developer, the Association or any owner shall have any right to make such claims against the Trustees. Furthermore, the Developer, the Association, and each owner hereby covenants that it and they shall individually and jointly indemnify, defend and hold harmless the Trustees from any liability, claims or expenses, including attorney's fees, arising from the development, design, construction, marketing and sale of the Project.

(j) Bedford Properties, Inc. Developer hereby discloses that Bedford Properties, Inc. is the general partner of Kapalele Associates and is the principal broker for the sale of Kalele Kai condominium units.

(k) BCI General Contractors. Developer hereby discloses that the owner of Bedford Properties, Inc, the general partner of Kapalele Associates, is a part owner of BCI General Contractors, the contractor constructing the Project.

22. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of this Declaration nor the intent of any provision hereof.

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

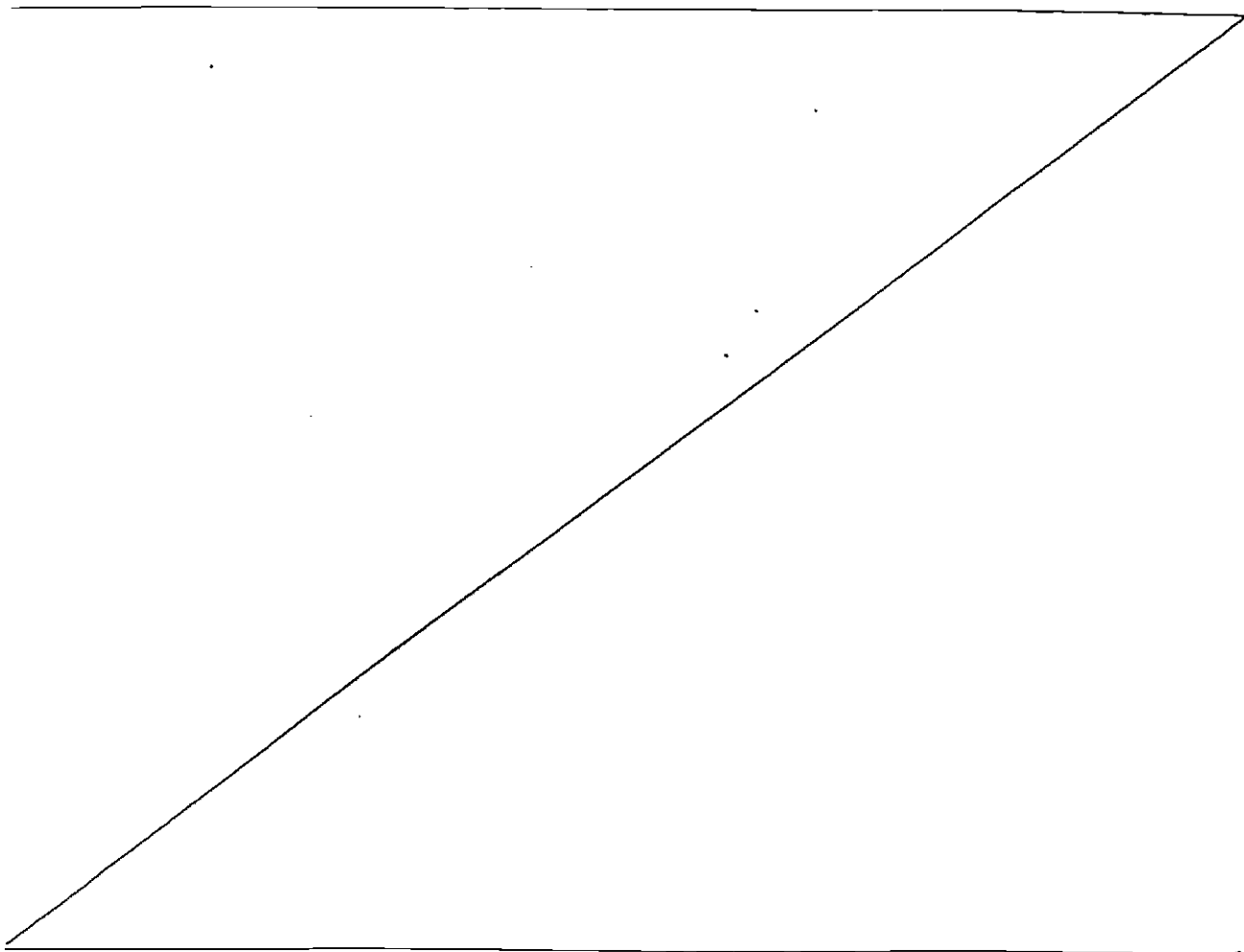
24. Definitions. All terms used herein and in the Bylaws which are identical to terms used in the Act shall, except where clearly repugnant to the context, have the same meanings as are attributable to them in said Act. The terms "owner" and "condominium unit owner" as referred to herein shall mean the owner of a condominium unit, whether singly or jointly, partnerships, corporations or other legal entities or their successors, heirs, personal representatives and assigns or the heirs and assigns of the survivor as the case may be. The term "majority" or "majority of owners" herein means the owners of condominium units to which are appurtenant more than fifty percent (50%) of the common interests, and any specified percentage of condominium unit owners means the owners of condominium units to which are appurtenant such percentage of the common interests as established by this Declaration.

25. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included herein.

26. Changes in Law. In the event of a change in statutory law applicable to this Project occurring after recordation of this Declaration and the Bylaws, such change in law shall control over the provisions of this Declaration or the Bylaws only to the extent the

legislative body enacting such change in law expressly provided that the provisions of such change in law shall control over provisions to the contrary in pre-existing condominium documents.

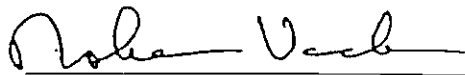
27. Bylaws; Conflict. In furtherance of the provisions of this Declaration, the Developer hereby approves and adopts the Bylaws. The Developer hereby affirms that the property described in this Declaration shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved in accordance with the Bylaws. In the event of any discrepancy between a provision of this Declaration and a provision of the Bylaws, the provisions of this Declaration shall prevail.



IN WITNESS WHEREOF, the Developer has executed this instrument on the 20<sup>th</sup> 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. Cardin*  
Notary Public

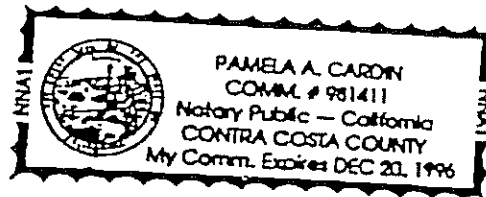


EXHIBIT A

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.

KALELE KAI  
UNIT SPECIFICATIONSBUILDING 1 - Southern Boundary of Project

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Net Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
1101	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	199, 252c	
1102	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	251c, 198	
1103	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	10, 101c	
1104	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	17, 79c	
1105	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	179, 266c	
1106	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	181, 182	
1107	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	183, 184	
1108	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	250c, 197	
1110	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	186, 185	
1201	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	249c, 226	
1202	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	227, 246c	
1203	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	188, 187c	
1204	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	189, 190c	
1205	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	191, 192	
1206	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	193, 194	

\*Total Rooms - Includes bedrooms, bathrooms, separate living/dining room, and kitchen.

\*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).

\*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.

\*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
1207	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	177, 195c	
1208	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	<del>228</del> , 245c 244c	
1210	B-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	196c, 176	
1212	BR-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	173, 166	
1214	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	172, 262c	
1216	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	169, 225c	
1218	AR-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	168c, 167	
1301	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	229, <del>244c</del> 228	
1302	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	234, 243c	
1303	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	165, 206c	
1304	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	171, 263c	
1305	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	170, 261c	
1306	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	264c, 223	
1307	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	222, 265c	
1308	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	242c, 241	
1309	D-2	3	2.5	7.5	2,210.8	923.9	3,134.7	0.5921	236c, 235	
1310	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	180, 267c	
1311	AR-2	2	2	6	1,427.2	683.8	2,111.0	0.3822	260c, 224	
1312	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	259c, 209	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
\*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
\*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
\*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
1313	AR-2	2	2	6	1,427.2	683.8	2,111.0	0.3822	258c, 208	
1314	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	257c, 207	
1315	C-2	2	2	6	1,427.6	683.8	2,111.4	0.3824	256c, 205	
1316	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	255c, 204	
1317	A-2	2	2	6	1,427.2	683.8	2,111.0	0.3822	203, 254c	
1318	AR-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	202, 253c	
1401	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	247c, 240	
1402	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	248c, 239	
1403	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	230c, 200	
1404	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	201c, 233	
1405	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	232, 175	
1406	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	174, 231	
1407	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	29, 30	
1408	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	238, 237c	
1409	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	28, 27	
1410	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	25, 26	
1411	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	23, 24	
1412	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	21, 22	
1413	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	18, 19	
1414	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	15, 102c	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
 \*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Local (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
1415	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	13c, 14	
1416	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	12, 52	
1417	A-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	53, 54	
1418	AR-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	50, 51c	
1501	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	75, 80c	
1502	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	74, 89c	
1503	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	48, 49	
1504	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	31, 32c	
1505	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	33, 36	
1506	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	73c, 20	
1507	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	37, 38	
1508	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	78c, 72	
1509	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	90c, 71	
1510	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	34, 35c	
1511	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	46c, 47	
1512	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	16, 103c	
1513	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	100c, 11	
1514	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	99c, 65	
1515	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	66, 98c	

\*Total Rooms - Includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
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\*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
\*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3 respectively.

Unit No.	Unit Type	Dev Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	float Mooring
1516	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	68c, 67	
1517	A-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	45, 93c	
1518	AR-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	44, 92c	
1601	P-1	Loft			3,454.8	856.2	4,311.0	0.9252	178, 80, 81, 307(UC)	
1602	PR-1	Loft			3,454.8	856.2	4,311.0	0.9252	82, 83, 84c, 308(UC)	
1605	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	43, 91c	
1606	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	111, 112c	
1607	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	113c, 110	
1608	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	76, 86c	
1609	D-1	3	2.5	7.5	2,210.8	674.7	2,885.5	0.5921	77, 85c	
1610	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	117c, 114	
1611	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	116c, 69	
1612	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	115c, 70	
1613	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	97c, 109	
1614	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	39, 40c	
1615	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	42, 41c	
1616	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	96c, 108	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
 \*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Laundry (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
1617	A-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	95c, 107	
1618	AR-3	2	2	6	1,427.2	373.4	1,800.6	0.3822	106, 94c	
<u>BUILDING 2 - Western Boundary of Project</u>										
2110	C1-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	1, 129c	
2111	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	7, 2c	
2112	E-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	8, 4c	
2113	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	5c, 6	
2208	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	294, 293c	
2210	C1-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	286c, 295	
2211	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	297, 296c	
2212	E-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	298, 285c	
2213	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	299, 282c	
2301	E-4	3	2.5	7.5	1,998.7	922.8	2,921.5	0.5353	300, 281c	
2302	ER-5	3	2.5	7.5	1,998.7	741.3	2,740.0	0.5353	301, 280c	
2303	C-2	2	2	6	1,427.6	683.8	2,111.4	0.3824	302, 279c	
2304	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	278c, 303	
2305	BR-2	2	2	6	1,430.4	681.9	2,112.3	0.3831	304, 277c	
2306	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	276c, 306	
2307	BR-2	2	2	6	1,430.4	681.9	2,112.3	0.3831	275c, 305	
2308	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	164, 212c	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
 \*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Lane (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
2309	AR-4	2	2	6	1,427.2	766.8	2,194.0	0.3822	163, 213c	
2310	C1-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	214c, 162	
2311	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	161, 160c	
2312	E-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	159c, 211	
2313	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	210, 158c	
2401	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	157c, 156	
2402	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	217c, 215	
2403	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	221, 218c	
2404	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	219c, 220	
2405	RR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	274, 216c	
2406	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	268c, 273	
2407	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	272, 269c	
2408	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	270, 284c	
2409	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	139, 128c	
2410	C1-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	283c, 271	
2411	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	289c, 290	
2412	E-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	288c, 291	
2413	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	287c, 292	
2501	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	133c, 150	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
 \*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Lanal (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
2502	CR-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	134c, 149	
2503	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	135c, 148	
2504	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	147, 136c	
2505	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	146, 137c	
2506	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	144, 145c	
2507	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	143, 142c	
2508	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	127, 105c	
2509	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	126, 104c	
2510	C1-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	119c, 123	
2511	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	55, 57c	
2512	E-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	56, 58c	
2513	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	9, 59c	
2601	P-1	Loft			3,454.8	856.2	4,311.0	0.9252	3c, 140, 141, 309(UC)	
2602	PR-1	Loft			3,454.8	856.2	4,311.0	0.9252	120c, 124, 125, 310(UC)	
2605	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	121, 122	
2606	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	118, 60c	
2607	BR-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	64, 61c	
2608	B1-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	63, 62c	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
\*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
\*\*\*Parking stalls for compact cars are indicated with a "c" after the parking stall number.  
\*\*\*\*The designation of "3" after the parking stall number indicates the parking stall is located in parking garage no. 3.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Lanal (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
2609	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	132c, 151	
2612	P1-2	Loft			3,448.3	854.8	4,303.1	0.9235	131c, 152, 153, 311(UC)	
2613	PR-1	Loft			3,454.8	856.2	4,311.0	0.9252	130c, 154, 155, 312(UC)	
<u>BUILDING 3 - Northern Boundary of Project</u>										
3106	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	22c-3, 53c-3	
3108	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	25-3, 52c-3	
3110	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	45c-3, 46c-3	B1 thru 06, inclusive, and 89 thru 860, inclusive
3112	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	61-3, 62-3	
3113	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	58-3, 59c-3	
3202	ER-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	96c-3, 110c-3	
3204	C1R-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	81-3, 82-3	
3206	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	79-3, 80c-3	
3208	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	63-3, 64-3	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
 \*\*\*Parking stalls for compact cars are indicated with a "C" after the parking stall number.  
 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3 respectively.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
J210	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	65-3, 66-3	
J212	C-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	108c-3, 109c-3	
J213	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	106c-3, 107c-3	
J301	C-3	3	2.5	7.5	1,998.7	1,745.7	3,744.4	0.5353	57-3, 60c-3	
J302	ER-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	54c-3, 55c-3	
J303	C-2	2	2	6	1,427.6	683.8	2,111.4	0.3824	77-3, 78-3	
J304	C1R-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	75c-3, 76-3	
J305	A-2	2	2	6	1,427.2	683.8	2,111.0	0.3822	1-3, 2-3	
J306	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	125c-3, 126c-3	
J307	B-2	2	2	6	1,430.4	681.9	2,112.3	0.3831	123c-3, 124c-3	
J308	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	73-3, 74c-3	
J309	AR-2	2	2	6	1,427.2	683.8	2,111.0	0.3822	71c-3, 72-3	
J310	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	69-3, 70-3	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered, parking unless otherwise noted with the designation (UC).  
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 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3 respectively.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
3311	CR-3	2	2	6	1,427.6	649.4	2,077.0	0.3824	16-3, 17-3	
3312	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	90c-3, 91-3	
3313	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	94-3, 95-3	
3401	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	117c-3, 118c-3	
3402	ER-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	115c-3, 116c-3	
3403	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	18c-3, 19-3	
3404	C1R-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	5-3, 6-3	
3405	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	3-3, 4-3	
3406	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	102c-3, 103c-3	
3407	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	20-3, 21-3	
3408	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	104c-3, 105c-3	
3409	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	67-3, 68-3	
3410	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	97-3, 98-3	

\*Total Rooms - Includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
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Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (S.F.)	Lama (S.F.)	Total (S.F.)	% Common Interest	Parking Stall No.	Boat Mooring
3411	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	99-3, 100-3	
3412	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	50c-3, 51c-3	
3413	CR-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	23-3, 24-3	
3501	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	113c-3, 114c-3	
3502	ER-2	3	2.5	7.5	1,998.7	587.7	2,586.4	0.5353	111c-3, 112c-3	
3503	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	34-3, 35-3	
3504	C1R-1	2	2	6	1,421.9	265.8	1,687.7	0.3809	39c-3, 40c-3	
3505	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	41c-3, 42c-3	
3506	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	36-3, 37-3	
3507	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	43c-3, 44c-3	
3508	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	14-3, 15-3	
3509	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	7-3, 8-3	
3510	C-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	9c-3, 10-3	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
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 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3 respectively.

Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Lanal (s.f.)	Total (s.f.)	% Common Interest	Parking Stall No.	Boat Mooring
3511	CR-1	2	2	6	1,427.6	265.8	1,693.4	0.3824	11-3, 12C-3	
3512	E-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	48C-3, 49C-3	
3513	ER-1	3	2.5	7.5	1,998.7	589.1	2,587.8	0.5353	32-3, 33-3	
3601	P-1	Loft			3,454.8	856.2	4,311.0	0.9252	30-3, 31C-3, 47C-3, 127-3(UC)	
3602	P1R-2	Loft			3,448.3	854.8	4,303.1	0.9235	92-3, 93C-3, 83C-3, 128-3(UC)	
3605	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	84C-3, 85-3	
3606	B1R-1	2	2	6	1,424.5	263.9	1,688.4	0.3815	121C-3, 122C-3	
3607	B-1	2	2	6	1,430.4	263.9	1,694.3	0.3831	119C-3, 120C-3	
3608	A-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	88-3, 89C-3	
3609	AR-1	2	2	6	1,427.2	265.8	1,693.0	0.3822	86-3, 87-3	
3612	P-1	Loft			3,454.8	856.2	4,311.0	0.9252	28C-3, 29-3, 13C-3, 129-3(UC)	
3613	PR-1	Loft			3,454.8	856.2	4,311.0	0.9252	26-3, 27C-3, 56C-3, 120-3(UC)	

\*Total Rooms - Includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
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Unit No.	Unit Type	Bed Room	Bath Room	Total No. of Rooms	Living Area (s.f.)	Land (s.f.)	Total (s.f.)	% Common Interest	Garage (s.f.)	Boat Mooring
<u>LOWHOMES - Eastern Boundary of Project</u>										
101	1BR-1	3	2.5	7.5	2,345.5	428.5	2,774.0	0.6282	366.7	
102	1AR-2	3	2.5	7.5	2,205.4	354.0	2,559.4	0.5906	367.2	
103	1A1-1	3	2.5	7.5	2,222.3	343.3	2,565.6	0.5952	367.2	
104	1AR-2	3	2.5	7.5	2,205.4	354.0	2,559.4	0.5906	367.2	
105	1A1-1	3	2.5	7.5	2,222.3	343.3	2,565.6	0.5952	367.2	
106	1AR-2	3	2.5	7.5	2,205.4	354.0	2,559.4	0.5906	367.2	
107	1A1-3	3	2.5	7.5	2,222.3	400.6	2,622.9	0.5952	367.2	
108	1A1R-3	3	2.5	7.5	2,222.3	400.6	2,622.9	0.5952	367.2	
109	1A-2	3	2.5	7.5	2,205.4	354.0	2,559.4	0.5906	367.2	
110	1B-1	3	2.5	7.5	2,345.5	428.5	2,774.0	0.6282	366.7	

\*Total Rooms - includes bedrooms, bathrooms, separate living/dining room, and kitchen.  
 \*\*All parking stalls are covered parking unless otherwise noted with the designation (UC).  
 \*\*\*Parking stalls for compact cars are indicated with a "C" after the parking stall number.  
 \*\*\*\*The designation of -3 after the parking stall number indicates the parking stall is located in parking garage no. 3 respectively.