

11736

RECORDATION REQUESTED BY:

NATIONAL ESCROW & TITLE CORP.

AFTER RECORDATION, RETURN TO:

NATIONAL ESCROW & TITLE CORP.

RETURN BY: MAIL () PICKUP ()

Certified to be a true, correct and complete
copy of the original as filed in the Bureau
of the State of Hawaii

FILE NO. 13860 PAGE 001

National Escrow Corporation

By *Samuel J. Jaramila*

DECLARATION OF HORIZONTAL
PROPERTY REGIME OF FAIRWAY HOUSE

WHEREAS, ROBERT MINORU HARADA and SUMIE NAKO HARADA
(EXHIBIT A-1), ANNIE M. HEE and JULIA HEE LEE (EXHIBIT A-2), MINNIE
KUDO SAIKI (EXHIBIT A-3), TORAO NAKAMURA and DORIS MASUKO NAKAMURA
(EXHIBIT A-4), TED CHERNIN and VIOLET M. CHERNIN, as Trustees
under the Ted Chernin Trust (EXHIBIT A-5), HAROLD SETSUO ISHII and
MASAKO ISHII (EXHIBIT A-6), KIICHI OSHIRO and SADAOKO OSHIRO (EXHIBIT
A-7), JERRY S. TANAKA and MASAE K. TANAKA (EXHIBIT A-8), ROSE
KAWASAKI (EXHIBIT A-9), RAYMOND PIRES (EXHIBIT A-10) are the bene-
ficial owners of the parcels of real property set forth after their
respective names above, which parcels are described in EXHIBITS A-1
through EXHIBIT A-10 hereto attached and made a part hereof;

WHEREAS said parcels are subject to various leases in favor
of Fairway House Associates, a Hawaii-registered partnership (here-
after called Developer) whose principal place of business and post
office address is 735 Bishop Street, Suite 312, Honolulu, Hawaii;

WHEREAS in order to facilitate joint development of said
parcels, said owners have transferred and conveyed legal title
thereto, subject to said leases, to American Trust Co. of Hawaii,
Inc. (hereafter called Trustee) whose principal place of business
and post office address is 841 Bishop Street, Honolulu, Hawaii,

under and pursuant to that certain unrecorded Trust Agreement dated _____ 1979 and under and pursuant to those certain Warranty Deeds In Trust dated _____ 1979 recorded in the Bureau of Conveyances of the State of Hawaii as follows:

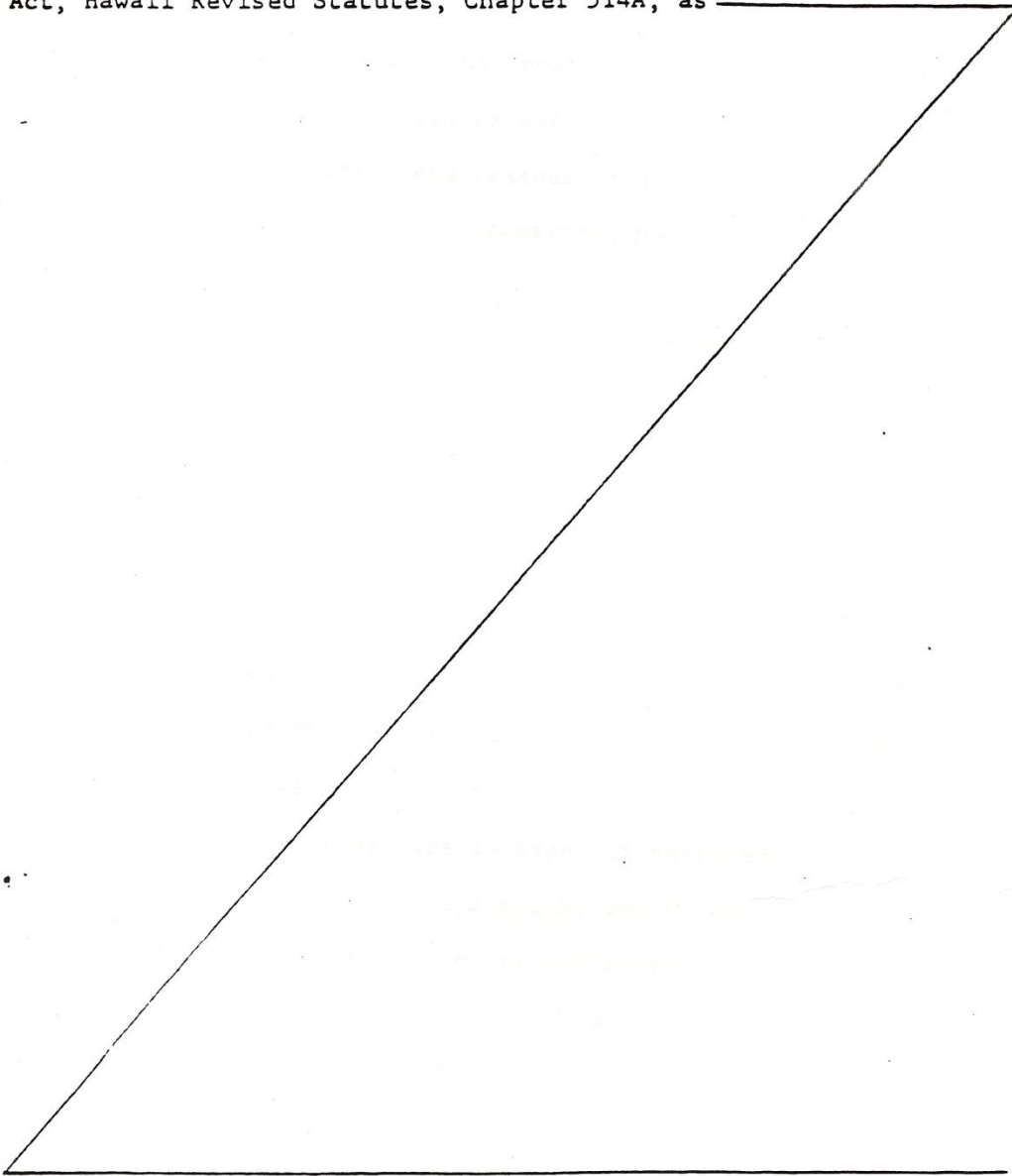
Exhibit A-1	Liber 13859	Page 737
Exhibit A-2	Liber 13859	Page 741
Exhibit A-3	Liber 13859	Page 745
Exhibit A-4	Liber 13859	Page 732
Exhibit A-5	Liber 13859	Page 749
Exhibit A-6	Liber 13859	Page 713
Exhibit A-7	Liber 13859	Page 709
Exhibit A-8	Liber 13859	Page 717
Exhibit A-9	Liber 13859	Page 727
Exhibit A-10	Liber 13859	Page 722

WHEREAS, pursuant to the terms of the leases above described, Developer will improve said property by constructing a building thereon; and

WHEREAS the leases permit the construction of a condominium project and pursuant thereto the Developer has determined that it will construct the improvements hereinafter described in accordance with plans incorporated herein by reference and filed in said Bureau of Conveyances of the State of Hawaii as Condominium Map No. 630.

NOW THEREFORE, in order to create a condominium project consisting of said land and improvements (herein called the "project") and to be known as FAIRWAY HOUSE, the Trustee and the

Developer hereby submit said property and all their respective fee interests, dower, community property and leasehold interests therein and all improvements to be constructed thereon to the Horizontal Property Regime established by the Horizontal Property Act, Hawaii Revised Statutes, Chapter 514A, as



amended, and in furtherance thereof make the following declarations as to divisions, limitations, restrictions, covenants and conditions and hereby declares that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to said declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their respective successors, heirs, executors, administrators, and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns.

A. DIVISION OF PROPERTY. The project is hereby divided into the following separate estates:

1. Apartments. One Hundred Eighty Six (186) freehold estates are hereby designated in the spaces within the perimeter walls, floors and ceilings of each of the 186 apartment units of the project contained in a twenty-five (25) story building constructed primarily of reinforced concrete, which spaces (herein called the "apartments") are designated on said plans and described as follows:

(a) There are 14 types of apartments designated type A,B,C,D,E,F,G,H,I,J,K,L,M, and N, and the types of apartments, number of rooms and approximate area of each apartment in the project are enumerated in Exhibit "B" attached hereto and incorporated herein by reference. There will be a basement parking area. The ground level will have a pool, pavillion, sauna, picnic area, and areas for

handball, paddle tennis and shuffleboard. The first, second, third and fourth floors will have parking. The apartments are located on each of the 17 apartment floors which are designated floors five through twelve and fourteen through twenty-two. Each of these floors will have a total of ten apartments. One each of the one-bedroom apartments of the type A and J and one each of the two-bedroom apartments of the B,C,D,E,F,G,H, - and I type. Floors numbered twenty-three and twenty-four have six apartments. Four apartments are the K,L,M, and N type and two apartments are the type called E and F. The floor numbered twenty-five will have four apartments of the K,L,M, and N type. All apartments will be numbered and located as shown on said Condominium Map, by a number which is the number of the floor followed by a letter indicating the type of apartment unit.

(b) The immediate common element to which each apartment has access is a corridor to the rear of the building leading to the elevators.

(c) The respective apartments 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 apartment or any pipes, wires, conduits or other utility or service lines running through such apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls: doors and door frames; windows and window frames; the inner decorated or finished surfaces of all walls, floors and ceilings, adjoining and connected thereto,

and all fixtures originally installed therein.

2. Common Elements. One freehold estate is hereby designated in all remaining portions and appurtenances of the project, herein called the "common elements" including specifically but not limited to:

- (a) Said lands in fee simple;
- (b) The leaseholds above described;
- (c) All foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entry halls, stairs, walkways, entrances and exits of said buildings;
- (d) All yards, grounds, landscaping, planters, fences, mail boxes, refuse facilities and facilities;
- (e) All parking areas, driveways and walkways;
- (f) All ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, cold and hot water, air conditioning, refuse, telephone, radio and television signal distribution;
- (g) Three automatic electric passenger elevators with elevator housing and appurtenant equipment;
- (h) The swimming pool, pavillion, sauna, picnic areas and areas for handball, shuffleboard and paddle tennis;
- (i) The guest parking spaces numbered G1, G2, G3, G4, G5, G6, G7 and G8;

(j) The private park created by Declaration of Restrictive Covenants dated _____, recorded in the Bureau of Conveyances in Liber _____, Page _____.

(k) All other parts of the project necessary or convenient to its existence, maintenance and safety or normally in common use for the operation of the building or the common elements.

3. Limited Common Elements. Certain parts of common elements, herein called the "limited common elements," are hereby designated and set aside for the exclusive use of certain apartments and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

One (1) or more automobile parking spaces is assigned to each of the apartments in accordance with EXHIBIT C attached hereto and made a part hereof and shall be appurtenant thereto and for the exclusive use of such apartment. Each apartment shall always have at least one parking space appurtenant to it but otherwise any automobile parking space easement may be transferred from apartment to apartment in the project.

B. COMMON INTEREST. Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project as shown below herein called the "common interest," and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting.

Apartments A and J	.4925%
Apartments B,C,D,E,F,G,H,I	.5415%
Apartments K,L,M,N (except 25K)	.6200%
Apartment 25K	.6250%

C. EASEMENTS. In addition to any easements herein designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designated for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the common elements as herein provided; and in all other apartments of its building for support.

2. If any part of the common elements encroaches upon any apartment or limited common element or if any apartment or limited common element encroaches upon 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 or in the event of any shifting, settlement or movement of any portion of the project, minor encroachments of any parts of the common elements or apartments or limited common elements due to such construction, shifting, settlement or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

3. Each apartment shall be subject to an easement in favor of the owners of all other apartments for access to any common elements located in such apartment.

4. The Association of Apartment Owners of the Project shall have the right, to be exercised by its

Board of Directors or Managing Agent, to enter any apartments or limited common elements, if any, from time to time during reasonable hours as may be necessary for the operation of the project or at any time for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

D. ALTERATION AND TRANSFER OF INTERESTS. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument; excepting, however, the exclusive easements for the use of parking stalls. As long as at all times (or, in the case of an exchange of parking stalls between apartments, immediately subsequent to such an exchange) there shall be at least one (1) parking stall appurtenant to each apartment, any such exclusive easement for the use of a parking stall may be conveyed to another apartment owner by a written instrument expressly identifying the apartment to which the parking stall is appurtenant as well as the apartment to which the parking stall will become appurtenant, which written instrument shall be denominated as an amendment of this Declaration, and of the leases of each apartment affected. Such amendment need only be executed by owners directly affected. To the extent that the joinder of apartment owners in

addition to those directly affected may be required in order to validate the amendment of declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the owners not affected to the affected owners, the acceptance of ownership of an apartment subject to this Declaration being a grant of such power and the grant, being coupled with an interest, being irrevocable. The transfer, amendment of declaration and amendment of leases shall be effective upon recording of the same in the Bureau of Conveyances of the State of Hawaii. A copy of said conveyance and amendment of declaration and leases shall be given to the Association by the affected owners within fifteen (15) days of the filing thereof.

E. USE. Except when the holder of the first mortgage on an apartment has entered into possession of the apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only for residential purposes, and no apartment shall be used as a tenement or rooming house or in connection with the carrying on of any trade or business whatsoever. The foregoing notwithstanding, the owners of the respective apartments shall have the absolute right to lease such apartments for residential purposes subject to all provisions of this Declaration.

F. ADMINISTRATION OF PROJECT. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association," consisting of all apartment owners of the project in accordance with the

By-Laws of the Association attached hereto as Exhibit C and made a part hereof. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Declaration and the By-Laws and the Apartment Leases and specifically but without limitation the Association shall:

1. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, walls 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.

2. Keep all common elements of the project in a strictly clean, sanitary and safe 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.

3. Well and substantially repair, maintain, amend and keep all common elements of the project, including without limitation the building thereof, with all necessary reparations and amendments whatsoever and in good order and safe condition except as otherwise provided herein, and maintain and keep said 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 of the project required to be repaired by the Association, of which notice shall be given by the Owner or the Lessee or their agents, within 30 days after the giving of such notice.

4. Before commencing or permitting construction of any improvement on the project, obtain and deposit with the Owners and Lessee a bond or certificate thereof, naming as obligees the Owners/Lessee and collectively all apartment owners as their interests may appear, in a penal sum not less than the full cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens, and all claims in lieu of mechanics' and materialmen's liens arising under Section 514A-16 of the Hawaii Revised Statutes, as amended.

5. Observe any setback lines affecting the project as shown on the map herein mentioned in the description thereof, and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the project and the setback line along such boundary.

6. Not erect or place on the project any antenna visible from any point outside the apartment nor any building or structure, including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, first approved by a majority of apartment owners

(or such larger percentage as required by law or this Declaration) including all owners of apartments thereby directly affected; and complete any such improvements diligently after the commencement thereof.

7. Not make or suffer any strip or waste or unlawful, improper or offensive use of the project.

8. Perform all acts or functions which are to be performed by the Association of Apartment Owners, pursuant to this Declaration, the By-Laws, or the Apartment Leases.

G. MANAGING AGENT. 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 By-Laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. The initial Managing Agent shall be Bishop Trust Company, Ltd., a Hawaii corporation, whose principal place of business and post office address is 140 South King Street, Honolulu, Hawaii.

H. COMMON EXPENSES.

(a) All charges, costs and expenses incurred by the Association for or in connection with the administration of the project, including, without prejudice to the generality of the foregoing, operation of the project and maintenance, repair, rebuilding, and restoration of the common elements and any additions and alterations thereto; all labor, services, materials, utility services and equipment therefor; all liability whatever for loss or damage arising out of or in connection with the common

elements, or any accident, fire, or any nuisance thereon; and all premiums for fire and extended coverage and liability insurance required herein with respect to the project; and the cost of all utility services, including water, electricity and gas, garbage disposal and any other similar service unless separately metered; shall constitute common expense for which the apartment owners shall be severally liable in proportion to their respective common interest; provided, however, that all costs and expenses (including but not limited to maintenance, repair, replacement, additions and improvements) of each limited common element shall be charged to the owner of the apartment to which the limited common element is appurtenant. Rent, real property taxes and special assessments referred to in Section 514A-6, Hawaii Revised Statutes, as amended, and charges, including those for utilities, which are separately metered, shall not be common expenses of the horizontal property regime hereby created and no payments thereof shall be payments of such common expenses. The Board shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment which may be foreclosed by the Board or Managing Agent as provided by said Horizontal Property Act, provided that 30 days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to all persons having any interest in such apartment as shown in the Association's record of ownership.

(b) No apartment owner may exempt himself from liability for his contribution toward the common expenses by

waiver of the use or enjoyment of any of the common elements or by abandonment of his apartment.

(c) All apartment owners and their tenants, the families, servants, and guests of such owners and tenants, and any other person who in any manner may use the project or any part thereof, shall be bound by and shall comply strictly with the provisions of this Declaration, the By-Laws of the Association, and all agreements, decisions and determinations of the Association, as lawfully made or amended from time to time, and failure to comply with any of them shall be grounds for an action for damages or injunctive relief or both maintainable by the Managing Agent or the Board of Directors on behalf of the Association, or, in a proper case, by any aggrieved apartment owner.

(d) All sums chargeable as common expenses to any apartment but unpaid shall constitute a lien on such apartment prior to all other liens, except only (1) liens for taxes and assessments lawfully imposed by governmental authority against such apartment, and (2) liens for sums unpaid on mortgages of record, and costs and expenses including attorney's fees provided in such mortgages. Such lien may be foreclosed by suit by the Association or the Managing Agent on its behalf, in like manner as a mortgage of real property, provided that thirty (30) days' prior written notice of intention to foreclose shall be mailed by registered mail to mortgagees of record, and all other persons having any interest in such apartment as shown by the Association's records. The Managing Agent, acting on behalf of the Association and as directed by the Board of Directors, shall be entitled to bid on such apartment at

foreclosure sale and to acquire, hold, lease, mortgage, and convey such apartment. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing such expenses.

(e) When the mortgagee of a mortgage of record or other purchase of any apartment acquires title to such apartment as a result of a forfeiture or as a result of foreclosure of the mortgage, they and their respective heirs, successors, legal representatives and assigns shall not be liable for the share of the common expenses or assessments, chargeable to such apartment which became due prior to such acquisition of title. Such unpaid share shall be deemed common expenses collectible from all apartment owners, including such mortgagee or such other purchaser and their respective heirs, successors, legal representatives, and assigns.

I. INSURANCE -- Casualty and Liability.

(a) The Association at its common expense shall at all times maintain and keep all buildings, improvements and fixtures of the project, including the common elements and whether or not part of the common elements, all exterior and interior walls, floors, and ceilings, in accordance with the as-built condominium plans and specifications, insured against loss or damage by fire with special extended coverage endorsement or such broader forms of protection as the Board shall determine (including flood insurance under the provisions of the federal Flood Disaster Protection Act of 1973, if the Property is located in an identified flood hazard area designated by the federal Department of Housing and Urban Development) in an insurance company authorized to

do business in Hawaii having a financial rating by Best's Insurance Reports of Class VI or better in an amount sufficient to provide for the full repair or full replacement thereof without deduction for depreciation, in the name of the Association as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Hawaii as the Board shall designate for disposition as herein provided of all proceeds of such insurance, and from time to time cause to be deposited promptly with the Secretary of the Association true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. The members of the Association may by majority vote at a meeting of the Association require that the exterior glass of the project also be insured under such policy. Except as provided in paragraph K hereof, 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 same buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

- (1) Provide that the liability of the insurer thereunder shall not be affected by, and

that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any apartment 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 apartment owner or any other persons under either of them;

(3) Provide that such policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Board) except by the insurer giving at least 60 days prior written notice thereof to the Board, any mortgagee, 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 Board, or apartment owners against any of them or any other persons under them;

(5) Contain a waiver by the insurer of any right to deny liability because of vacancy of any apartment or apartments;

(6) Contain a provision requiring the insurance carrier, at the inception of the policy and on each anniversary date thereof, to provide the Board of Directors with a written summary in

layman's terms of the policy. The summary shall include the type of policy, a description of the coverage, and limits thereof, amount of annual premium, and renewal dates. The Board shall provide this information to each apartment owner.

(7) Contain a standard mortgagee clause which shall:

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

(b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, or apartment owners or any persons under any of them;

(c) waive any provision invalidating such mortgage 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, any contribution clause; and

(d) 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.

(b) The Board, on behalf of the Association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all apartment owners with respect to the project in a responsible insurance company authorized to do business in Hawaii with minimum limits of not less than \$500,000.00 for injury to one person and \$1,000,000.00 for injury to more than one person in any one accident or occurrence and \$50,000.00 for property damage, without prejudice to the right of any apartment owner to maintain additional liability insurance for their respective apartments. Any such policy of insurance shall:

(i) Shall, if obtainable, not relieve the insurer from liability because of loss occurring while the hazard has increased in the buildings, whether or not within the control or knowledge of the Managing Agent, the Developer or the Board, or because of any breach or warranty or condition caused by the apartment owners or any act or neglect of the Managing Agent, the Developer, the Board or apartment owners or any persons under any of them;

(ii) Contain a waiver by the insurer of any right of subrogation or any right of the Board or apartment owners against any of them or any other persons under them.

(iii) Contain a "severability of interest" endorsement, precluding the insurer from denying the claim of an apartment owner because of negligent acts of the Association, the managing Agent or the other apartment owners; and

(iv) Provide that the policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Board) except by the insurer giving at least sixty (60) days' prior written notice thereof to the Board, the apartment owners, every first mortgagee of an apartment and every other person in interest who shall have requested such notice of the insurer.

All premiums for insurance herein required to be obtained on behalf of the Association shall be a common expense to be paid by monthly assessments thereof, and such payments shall be held in a separate escrow account of the Association and shall be used solely for the payment of such premiums as the same become due.

The Board shall review not less frequently than annually the adequacy of its entire insurance program and shall adjust the insurance program accordingly; the Board shall then report in writing its conclusions and actions taken on such review to the owner of each apartment and to the holder of any first mortgage on any apartment who shall have requested a copy of such report or copies of all such reports.

J. CONDEMNATION. In case at any time or times the project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, or shall be sold to such authority under threat of condemnation, all compensation and damages for or on account of any land shall be payable to and be the sole property of the Owners, 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 apartment owners, apartment lessees, the Developer and mortgagees as their interests may appear according to the loss or damage to their respective apartments and appurtenant common interests 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 impracticable in the circumstances. Unless such restoration or replacement is undertaken within a reasonable time after such taking, condemnation or sale, the Association at its common expense shall remove all remains of such improvements in the remaining land and restore the site thereof to good orderly condition and even grade.

K. INSURED CASUALTY AND UNINSURED CASUALTY

(a) Insured Casualty. In case at any time or times any improvements of the project shall be damaged or destroyed by any casualty herein required to be insured against, such improvements shall be rebuilt, repaired or restored unless one hundred percent (100%) of the apartment

owners vote against such rebuilding, repairing or restoration. Any such restoration of the common elements shall be completed diligently by the Association at its common expense and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevation thereof, or such other plan first approved as provided herein. In the event such restoration is not undertaken pursuant to such vote, the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

(b) Uninsured Casualty. In case at any time or times any improvements of the project shall be damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be rebuilt, repaired or restored unless at least eighty percent (80%) of the apartment owners vote to the contrary. Any such approved restoration of the common elements shall be completed diligently by the Association at its common expense and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevation thereof, or such other plan first approved as provided herein. Unless such restoration is undertaken within a reasonable time after such casualty, the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

L. ALTERATION OF PROJECT. Restoration or replacement of the project or of any building, swimming

pool, or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from said Condominium Map of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of all apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, 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.

M. MAINTENANCE RESERVE FUND. The Board of Directors of the Association shall establish and maintain a Maintenance Reserve Fund by the monthly assessment against and payment by all the apartment owners in proportion to their respective common interests, of such annual amount as the Board determines to be adequate to provide for the common utilities, insurance, maintenance, repair, restoration, and replacement of the common elements and other expenses of administration of the project, and the furniture, fixtures, and mechanical equipment thereof, and for such other purposes as the Board deems necessary, all of 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 decreased at the discretion of the Board. The amount of the common expenses allocated, used or to be used for capital improvements, or any other capital expenditures, shall not be deemed income to the Association but shall be credited upon the books of the Association to be paid-in surplus account as a capital contribution by the apartment owner. The proportionate interest of each apartment owner in said Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with such apartment even though not mentioned or described expressly in the instrument of transfer. If the horizontal property regime established hereby is terminated or waived, said Fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in proportion to their respective common interests, except for the shares in said fund attributable to the owners of apartments reconstituted as a new horizontal property regime which shares shall be held as a maintenance reserve fund for the reconstituted horizontal property regime.

N. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Horizontal Property Act, this Declaration or the appended By-Laws may be amended by affirmative vote of seventy-five percent (75%) of the apartment owners effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association. Provided, however, the Developer expressly reserves the right to successively amend this Declaration without the consent or joinder of persons then owning or

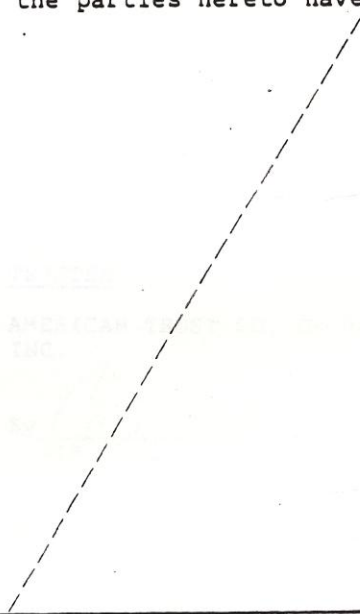
leasing the apartments by filing an amendment to this Declaration pursuant to the provisions of Section 514A-12, Hawaii Revised Statutes, after completion of the building described herein, by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built.

O. LESSEES. While the Developer is a lessee under any of the leases from the owners referred to in pages 1, 2 and 3 of this Declaration, the Developer shall be deemed the apartment owner of each of the apartments of Fairway House and have all of the rights and obligations of an apartment owner with respect thereto, including the right to vote as a member of the Association; provided, however, that the Developer shall not, without the consent or approval of the Owners (lessors under said leases), vote in favor of (1) partition of all or parts of said project or removal thereof from the provisions of the Horizontal Property Act, (2) the construction of any substantial additions or changes to the structure of the building constituting a part of the common elements of said project, or (3) any substantial amendment to the Declaration of Horizontal Property Regime, provided that the Developer may execute and record amendments changing the designations of the parking stalls as appurtenant to the various apartments in accordance with Section 514A-14, H.R.S., without the Owners' approval. Each of said leases shall be deemed amended to the extent set forth in this paragraph. The Developer may

authorize any sublessee of an apartment pursuant to a sublease duly executed and filed with the Board of Directors and/or recorded in the Bureau of Conveyances to exercise the same rights as an apartment owner, subject to the limitations hereinbefore set forth.

P. DEFINITIONS. The term "majority" or "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interests, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests. The term "Lessee" herein means the lessee from time to time under the leases described in the preamble of this Declaration and the term "Apartment Leases" herein means the leases issued from time to time to the apartment owners by the Developer and approved by the Owners.

IN WITNESS WHEREOF, the parties hereto have



hereunto set their hands or caused the execution hereof,
this _____ day of _____, 1979.

DEVELOPER:

FAIRWAY HOUSE ASSOCIATES

By *George W. McLaughlin*
George W. McLaughlin
General Partner

By SUNIGLOO, LTD.

By *Jack W. Bridges*
Its *Tre.*

By _____
Its _____
General Partner

By SUNIGLOO DEVELOPMENT, INC.

By *John W. Bridges*
Its *President*

By _____
Its _____
General Partner

TRUSTEE

AMERICAN TRUST CO. OF HAWAII,
INC.

By *Carl W. Hill*
Its *President*

By _____
Its _____

STATE OF HAWAII

) SS.

CITY AND COUNTY OF HONOLULU

On this 18th day of July, 1979,

before me appeared GEORGE McLAUGHLIN, to me personally known, who, being by me duly sworn, did say that he is a general partner of FAIRWAY HOUSE ASSOCIATES, a Hawaii limited partnership; that the foregoing instrument was signed in behalf of said partnership by authority of its partners; and said GEORGE McLAUGHLIN acknowledged the instrument to be the free act and deed of said partnership.

Frank M. Keenan
Notary Public
State of Hawaii
3-15-84

My commission expires: 3-1-83

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

On this 18th day of July, 1979,
before me appeared Jack W. Hedges
and _____, to me personally
known, who, being by me duly sworn, did say that they are
Treasurer and _____

of SUNIGLOO, LTD., a Hawaii corporation; that the seal
affixed to the foregoing instrument is the corporate seal of
said corporation; that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of
Directors; that said corporation is a general partner of
FAIRWAY HOUSE ASSOCIATES, a Hawaii limited partnership; and
said instrument was signed and sealed by said corporation as
such general partner; and said Jack W. Hedges
and _____ acknowledged the instru-
ment to be the free act and deed of said partnership and
corporation.

James M. Rodman
Notary Public
State of Hawaii

My commission expires: 3-15-83

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

On this 18th day of July, 1979,
before me appeared R.E. Faux
and _____, to me personally
known, who, being by me duly sworn, did say that they are
President and _____
of SUNIGLOO DEVELOPMENT, INC., a Hawaii corporation; that
the seal affixed to the foregoing instrument is the corpo-
rate seal of said corporation; that said instrument was
signed and sealed in behalf of said corporation by authority
of its Board of Directors; that said corporation is a gen-
eral partner of FAIRWAY HOUSE ASSOCIATES, a Hawaii limited
partnership; and said instrument was signed and sealed by
said corporation as such general partner; and said
R.E. Faux and _____
acknowledged the instrument to be the free act and deed of
said partnership and corporation.

James M. Koomal
Notary Public
State of Hawaii

My commission expires: 3-15-83

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

On this 18th day of July, 1979,
before me appeared Carol Mon Lee and
_____, to me personally known, who
being by me duly sworn, did say that ^{she is} ~~they are~~ the
Assistant Vice President and _____,
respectively of AMERICAN TRUST CO. OF HAWAII, INC., a Hawaii
corporation, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and said
Carol Mon Lee and _____
acknowledged said instrument to be the free act and deed of
said corporation.

Wm. F. L. L. L.
Notary Public
State of Hawaii

My commission expires Dec 25, 1981

EXHIBIT A-1

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Grant Number 2608 to Wm. Webster) being Lot 46 of the tract of land known as the "HAMOHAMO TRACT", situate on the Northeast side of a 100-foot Boulevard, at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at the South corner of this lot, on the Northeast side of a 100-foot Boulevard, the true azimuth and distance to the North corner of said 100-foot Boulevard and Makaleka Avenue being $312^{\circ} 45' 60.0$ feet and running by true azimuths:

1. $132^{\circ} 45'$ 60.00 feet along the Northeast side of a 100-foot Boulevard;
2. $222^{\circ} 45'$ 75.98 feet along the Southeast side of a 100-foot Boulevard;
3. $244^{\circ} 28'$ 25.86 feet along Grant 2615 to Kahaloipua;
4. $312^{\circ} 45'$ 50.42 feet along Lot 47;
5. $42^{\circ} 45'$ 100.00 feet along Lot 45 to the point of beginning and containing an area of 5,885 square feet, or thereabouts.

Being all of the land conveyed to ROBERT MINORU HARADA and SUMIE NAKO HARADA, husband and wife, and HANA HARADA, now deceased, AS JOINT TENANTS, by Deed dated October 3, 1967, recorded on October 4, 1967 in said Bureau of Conveyances in Book 5816, Page 216.

SUBJECT HOWEVER to the reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 2608.

EXHIBIT A-2

All of that certain parcel of land (portion of the land described in Royal Patent Grant Number 2608 to Wm. Webster), being Lot 47 of the tract of land known as the "HAMOHAMO TRACT," situate on the Northwest side of Makaleka Avenue, at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at the South corner of this lot, on the Northwest side of Makaleka Avenue, the true azimuth and distance to the North corner of Makaleka Avenue and a 100 foot Boulevard being 42° 45' 100.00 feet, and running by true azimuths:

1. 132° 45' 110.42 feet along Lots 45 and 46;
2. 244° 28' 53.82 feet along Grant 2615 to Kahaloipua;
3. 312° 45' 90.51 feet along Lot 48;
4. 42° 45' 50.00 feet along the Northwest side of Makaleka Avenue to the point of beginning and containing an area of 5,023 square feet, or thereabouts.

Being all of the land conveyed to ANNIE M. HEE, a widow, and JULIA HEE LEE, wife of Herbert M. S. Lee, AS JOINT TENANTS, by Deed dated November 7, 1951, recorded on November 7, 1951 in the Bureau of Conveyances of the State of Hawaii in Book 2516, Page 254.

Subject, however, to the reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 2608.

EXHIBIT A-3

All of that certain parcel of land (portion of the land described in Royal Patent Grant Number 2608 to William Webster), being Lot 48, of the tract of land known as the "HAMOHAMO TRACT," situate on the Northwest side of Makaleka Avenue, at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at the South corner of this lot, on the northwest side of Makaleka Avenue, the true azimuth and distance to the North corner of Makaleka Avenue and a 100 foot Boulevard being 42° 45' 150 feet, and running by true azimuths:

1. 132° 45' 90.51 feet along Lot. 47;
2. 244° 28' 53.82 feet along Grant 2615 to Kahaloipua;
3. 312° 45' 70.60 feet along Lot 49;
4. 42° 45' 50.00 feet along the Northwest side of Makaleka Avenue to the point of beginning and containing an area of 4,028 square feet, or thereabouts.

Being all of the land conveyed to ROBERT TOSHIO ARIMA, now deceased, and MINNIE KUDO ARIMA, husband and wife, AS JOINT TENANTS, by Deed dated March 11, 1946, recorded on March 14, 1946 in the Bureau of Conveyances of the State of Hawaii in Book 1941, Page 415. (MINNIE KUDO ARIMA is now MINNIE KUDO SAIKI)

SUBJECT, HOWEVER, to the reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 2608.

EXHIBIT A-4

All of that certain parcel of land (portion of the land described in Royal Patent Grant Number 2615 to Kahaloipua) being Lot "K" of the AH KYAU KONG LEE SUBDIVISION, situate at Waikiki, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at a pipe at the west corner of this lot, on the south corner of Lot "F" and on the northeast boundary of Lot "E", the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 11,046.91 feet South and 11,235.13 feet East, and running by azimuths measured clockwise from True South:

1. 222° 45' 97.07 feet along Lot F and Lot J to a pipe;
2. 321° 45' 60.80 feet along the remainder of Grant 2615 to a pipe;
3. 64° 30' 94.17 feet along Grant 2608 to W. Webster to a pipe;
4. 132° 45' 25.12 feet along Lot E to the point of beginning and containing an area of 4,008 square feet, or thereabouts.

TOGETHER with one-fifth interest (1/5) in Lot "F", a 20-foot roadway, described as follows:

Beginning at a pipe at the West corner of this lot, the North corner of Lot D and on the Southeast boundary of Lot L, the co-ordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 10,968.14 feet South and 11,175.36 feet East and running by azimuths measured clockwise from true South:

1. 222° 45' 20.00 feet along Lot L to a pipe;
2. 312° 45' 150.00 feet along Lot G and Lot J to a pipe, and passing over a pipe at 100.0 feet;

3. 42° 45' 20.00 feet along Lot K to a pipe;
4. 132° 45' 150.00 feet along Lot E and Lot D to
 the point of beginning and con-
 taining an area of 3,000.0
 square feet, or thereabouts.

BEING all of the land conveyed to TORAO NAKAMURA
and DORIS MASUKO NAKAMURA, husband and wife, AS TENANTS BY
THE ENTIRETY, by Deed dated April 16, 1970, recorded on April
17, 1970 in the Bureau of Conveyances of the State of Hawaii
in Book 6969 Page 148.

SUBJECT HOWEVER TO THE FOLLOWING:

1. Reservation in favor of the State of Hawaii
of all mineral and metallic mines as reserved in Royal Patent
Grant 2615.

EXHIBIT "A-5"

All of that certain parcel of land (being a portion of Grant 2608 to William Webster) being Lot 49 of the "HAMOHAMO TRACT", situate on the Northwest side of Makaleka Avenue, at Kalia, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at the South corner of this lot, on the Northwest side of Makaleka Avenue, the true azimuth and distance to the North corner of Makaleka Avenue and a 100 foot Boulevard being $42^{\circ} 45'$ 200.0 feet, and running by true azimuths:

1. $132^{\circ} 45'$ 70.60 feet along Lot 48;
2. $244^{\circ} 28'$ 53.82 feet along Grant 2615 to Kahaloipua;
3. $312^{\circ} 45'$ 50.69 feet along Lot 50;
4. $42^{\circ} 45'$ 50.00 feet along the Northwest side of Makaleka Avenue to the point of beginning and containing an area of 3032 square feet.

Being all of the land conveyed to TED CHERNIN and VIOLET M. CHERNIN, Trustees of the TED CHERNIN TRUST, made by TED CHERNIN, as Settlor, and TED CHERNIN and VIOLET M. CHERNIN, as Trustees, dated June 8, 1972, by Deed dated November 3, 1972, recorded on November 20, 1972 in the Bureau of Conveyances of the State of Hawaii in Book 8742 Page 264.

SUBJECT, HOWEVER, to the reservation in favor of the State of Hawaii of all mineral and metallic mines as recorded in Royal Patent Grant 2608.

EXHIBIT A-6, Page 1

All of that certain parcel of land (portion of R. P. Grant No. 2615, to Kahaloipua) being Lot "D" of the Ah Kyau Kong Lee Subdivision, situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at a pipe at the west corner of this lot, the north corner of Lot C and on the southeast boundary of Lot L, the coordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 11,004.85 feet South and 11,141.42 feet east and running by azimuths measures clockwise from true south:

1. 222° 45' 50.00 feet along Lot L to a pipe;
2. 312° 45' 110.00 feet along Lot F to a pipe;
3. 42° 45' 50.00 feet along Lot E to a pipe;
4. 132° 45' 110.00 feet along Lot C to the point of beginning and containing an area of 5,500 square feet, of thereabouts.

Being all of the land conveyed to HAROLD SETSUO ISHII and MASAKO ISHII, ~~now deceased~~, husband and wife, AS TENANTS BY THE ENTIRETY, by Deed dated February 8, 1964, recorded on March 16, 1964 in the Bureau of Conveyances of the State of Hawaii in Book 4707 Page 522.

SUBJECT HOWEVER to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 2615.
2. Perpetual grants of utility easements in favor of the Hawaiian Electric Company and the Mutual Telephone Company dated July 10, 1946 recorded in the Bureau of Conveyances of the State of Hawaii in Book 1974, Page 29, and dated January 29, 1944 recorded in Book 1804, Page 351.

EXHIBIT A-7, Page 1

All of that certain parcel of land (portion of the land described in Royal Patent Grant Number 2615 to Kahaloipua) being Lot "C" of the AH KYAU KONG LEE SUBDIVISION, situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at a pipe at the North corner of this Lot, the West corner of Lot D and on the Southeast boundary of Lot L, the coordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 11,004.85 feet South and 11,141.42 feet East and running by azimuths measured clockwise from true South:

1. 312° 45' 110.00 feet along Lot D to a pipe;
2. 42° 45' 50.00 feet along Lot E to a pipe;
3. 132° 45' 110.-- feet along Lot B and Lot A to a pipe, and passing over a pipe at 50.0 feet;
4. 222° 45' 50.00 feet along Lot L to the point of beginning and containing an area of 5,500.0 square feet, or thereabouts.

Being all of the land conveyed to KIICHI OSHIRO and SADAOKO OSHIRO, husband and wife, AS TENANTS BY THE ENTIRETY, by undated Deed, recorded on March 8, 1971 in the Bureau of Conveyances of the State of Hawaii in Book 7438, Page 47.

SUBJECT HOWEVER to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 2615.
2. Perpetual grant of utility easements in favor of the Hawaiian Electric Company and the Mutual Telephone Company dated January 29, 1944 recorded in the Bureau of Conveyances of the State of Hawaii in Book 1804, Page 351.

EXHIBIT A-8

All of that certain parcel of land (being a portion of Grant 2615 to Kahaloipua) being Lot E of the Ah Kyau Kong Lee Subdivision, situate at Waikiki, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at a pipe at the West corner of this lot, the south corner of Lot C and on the Northeast boundary of Lot B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Punchbowl" being 11,116.24 feet South and 11,188.26 feet East and running by azimuths measured clockwise from true South:

1. 222° 45' 100.00 feet along Lot C and Lot D to a pipe, and passing over a pipe at 50.0 feet;
2. 312° 45' 65.12 feet along Lot F and Lot K to a pipe, and passing over a pipe at 40.0 feet;
3. 64° 30' 107.67 feet along Grant 2608 to W. Webster to a pipe;
4. 132° 45' 25.22 feet along Lot B to the point of beginning and containing an area of 4,517 square feet, or thereabouts.

TOGETHER with one-fifth interest (1/5) in Lot "F", a 20-foot roadway, described as follows:

Beginning at a pipe at the West corner of this lot, the North corner of Lot D and on the Southeast boundary of Lot L, the co-ordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 10,968.14 feet South and 11,175.36 feet East and running by azimuths measured clockwise from true South:

1. 222° 45' 20.00 feet along Lot L to a pipe;
2. 312° 45' 150.00 feet along Lot G and Lot J to a pipe, and passing over a pipe at 100.0 feet;

3. 42° 45' 20.00 feet along Lot K to a pipe;
4. 132° 45' 150.00 feet along Lot E and Lot D to
the point of beginning and containing
an area of 3,000.0 square feet, or
thereabouts.

Being all of the land conveyed to JERRY S. TANAKA
and MASAE K. TANAKA, husband and wife, AS TENANTS BY THE
ENTIRETY, by Deed dated October 28, 1949, recorded on October
28, 1949 in the Bureau of Conveyances of the State of Hawaii
in Book 2271 Page 49..

SUBJECT HOWEVER to the following:

1. Reservation in favor of the State of Hawaii of
all mineral and metallic mines as reserved in Royal Patent
Grant 2615.

EXHIBIT A-9

All of that certain parcel of land (being a portion of Grant 2615 to Kahaloipua) being Lot "J" of the Ah Kyau Kong Lee Subdivision, situate at Waikiki, City and County of Honolulu, State of Hawaii, and more particularly described as follows:

Beginning at a pipe at the West corner of this lot, the South corner of Lot "G" and on the North-east boundary of Lot "F", the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 11,021.34 feet South and 11,285.43 feet East and running by azimuths measured clockwise from true south:

1. 222° 45' 85.04 feet along Lot "G" and Lot "H" to a pipe;
2. 321° 49' 50.63 feet along the remainder of Grant 2615 to Kahaloipua to a pipe;
3. 42° 45' 77.07 feet along Lot "K" to a pipe;
4. 132° 45' 50.00 feet along Lot "F" to the point of beginning and containing an area of 4,053 square feet, or thereabouts.

TOGETHER with one-fifth interest (1/5) in Lot "F", a 20-foot roadway, described as follows:

Beginning at a pipe at the West corner of this lot, the North corner of Lot D and on the Southeast boundary of Lot L, the co-ordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 10,968.14 feet South and 11,175.36 feet East and running by azimuths measured clockwise from true South:

1. 222° 45' 20.00 feet along Lot L to a pipe;
2. 312° 45' 150.00 feet along Lot G and Lot J to a pipe, and passing over a pipe at 100.0 feet;

3. 42° 45' 20.00 feet along Lot K to a pipe;
4. 132° 45' 150.00 feet along Lot E and Lot D to the point of beginning and containing an area of 3,000.0 square feet, or thereabouts.

BEING all of the land conveyed to KENNETH KAWASAKI, now deceased, and ROSE KAWASAKI, husband and wife, as JOINT TENANTS, by Deed dated October 10, 1945, recorded on October 10, 1945 in the Bureau of Conveyances of the State of Hawaii in Book 1913, Page 464.

SUBJECT HOWEVER to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent Grant 2615.

2. Perpetual grant of utility easements in favor of the Hawaiian Electric Company and Mutual Telephone Company dated January 29, 1944 recorded in the Bureau of Conveyances of the State of Hawaii in Book 1804, Page 351.

EXHIBIT A-10

All of that certain parcel of land (being a portion of Grant 2615 to Kahaloipua) being Lot "G" of the Ah Kyau Kong Lee Subdivision, situate at Waikiki, City and County of Honolulu, State of Hawaii, described as follows:

Beginning at a pipe at the North corner of this lot, the West corner of Lot H and on the Southeast boundary of Lot L, the coordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 10,916.74 feet South and 11,222.88 feet East, and running by azimuths measured clockwise from true South:

1. 312° 45' 100.00 feet along Lot H to a pipe;
2. 42° 45' 50.00 feet along Lot J to a pipe;
3. 132° 45' 100.00 feet along Lot F to a pipe;
4. 222° 45' 50.00 feet along Lot L to the point of beginning and containing an area of 5,000 square feet, or thereabouts.

TOGETHER with one-fifth interest (1/5) in Lot "F", a 20-foot roadway, described as follows:

Beginning at a pipe at the West corner of this lot, the North corner of Lot D and on the Southeast boundary of Lot L, the co-ordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 10,968.14 feet South and 11,175.36 feet East and running by azimuths measured clockwise from true South:

1. 222° 45' 20.00 feet along Lot L to a pipe;
2. 312° 45' 150.00 feet along Lot G and Lot J to a pipe, and passing over a pipe at 100.0 feet;
3. 42° 45' 20.00 feet along Lot K to a pipe;
4. 132° 45' 150.00 feet along Lot E and Lot D to the point of beginning and containing an area of 3,000.0 square feet, or thereabouts.

Being all of the land conveyed to RAYMOND PIRES,
then unmarried, under the following instruments:

- a) Deed dated September 5, recorded on
September 5, 1945 in the Bureau of
Conveyances of the State of Hawaii
in Book 1907 Page 347.
- b) Deed dated July 3, 1969, recorded on
July 7, 1969 in said Bureau of Convey-
ances in Book 6584 Page 256.

SUBJECT HOWEVER to the following:

1. Reservation in favor of the State of Hawaii
of all mineral and metallic mines as reserved in Royal
Patent Grant 2615.

2. Perpetual grant of utility easements in favor
of the Hawaiian Electric Company and the Mutual Telephone
Company dated January 29, 1944 recorded in the Bureau of
Conveyances of the State of Hawaii in Book 1804, Page 351.

EXHIBIT "B"

<u>TYPE</u>	<u>NUMBER OF ROOMS</u>	<u>APT AREA SQ FEET</u>	<u>LANAI AREA SQ FEET</u>	<u>TOTAL AREA SQ FEET</u>
A and J	4 - living/dining room, kitchen, one bedroom, one bath	621	68	689
B and I	6 - living/dining room, kitchen, two bedrooms, two baths	718	71	789
C and H	6 - living/dining room, kitchen, two bedrooms, two baths	704	143	847
D and G	6 - living/dining room, kitchen, two bedrooms, two baths	736	71	807
E and F	6 - living/dining room, kitchen, two bedrooms, two baths	652	165	817
K and N	7 - living room, family/ dining room, kitchen, two bedrooms, two baths	1086	304	1390
L and M	7 - living room, family/ dining room, kitchen, two bedrooms, two baths	1010	304	1314

PARKING STALLS EXHIBIT C

<u>Apt.</u>	<u>Stall</u>	<u>Apt.</u>	<u>Stall</u>	<u>Apt.</u>	<u>Stall</u>	<u>Apt.</u>	<u>Stall</u>
6A	441	10A	452	16A	521	21A	532
6B	536	10B	505	16B	345	21B	437
6C	330	10C	319	16C	307	21C	235
6D	431	10D	408	16D	251	21D	134
6E	432	10E	411	16E	252	21E	136
6F	433	10F	412	16F	253	21F	137
6G	434	10G	413	16G	254	21G	138
6H	331	10H	320	16H	308	21H	236
6I	537	10I	506	16I	346	21I	438
6J	442	10J	453	16J	522	21J	533
6A	443	11A	513	17A	523	22A	534
6B	538	11B	507	17B	347	22B	435
6C	328	11C	317	17C	305	22C	233
6D	427	11D	404	17D	336	22D	139
6E	428	11E	405	17E	337	22E	140
6F	429	11F	406	17F	338	22F	141
6G	430	11G	407	17G	340	22G	240
6H	329	11H	318	17H	306	22H	234
6I	539	11I	508	17I	348	22I	436
6J	444	11J	514	17J	524	22J	535
7A	445	12A	515	18A	526	23E	201
7B	540	12B	511	18B	349	23F	202
7C	326	12C	315	18C	303	23K	205-
7D	422	12D	241	18D	332	23L	207-
7E	423	12E	401	18E	333	23M	211-
7F	424	12F	402	18F	334	23N	213-
7G	426	12G	403	18G	335		
7H	327	12H	316	18H	304	24E	203
7I	542	12I	512	18I	351	24F	204
7J	446	12J	516	18J	527	24K	215-
						24L	217-
8A	447	14A	517	19A	528	24M	219-
8B	501	14B	341	19B	352	24N	221-
8C	323	14C	313	19C	301		
8D	418	14D	242	19D	126	25L	226-
8E	419	14E	243	19E	127	25M	229-
8F	420	14F	244	19F	128	25N	231-
8G	421	14G	245	19G	129	25K	223-
8H	324	14H	314	19H	302		
8I	502	14I	342	19I	353		
8J	448	14J	518	19J	529		
9A	450	15A	519	20A	530		
9B	503	15B	343	20B	354		
9C	321	15C	311	20C	237		
9D	414	15D	246	20D	130		
9E	415	15E	247	20E	131		
9F	416	15F	248	20F	132		
9G	417	15G	249	20G	133		
9H	322	15H	312	20H	238		
9I	504	15I	344	20I	440		
9J	451	15J	520	20J	531		

GUEST PARKING:

G1, G2, G3, G4, G5, G6, G7, G8

c= compact s