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Honolulu, Hawaii 96813

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KEOLA LA'I

DECLARATION OF CONDOMINIUM PROPERTY REGIME

WHEREAS, A&B KAKAAKO LLC, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813, is the owner in fee simple of the land described in Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, the Developer intends to develop the Land and the improvements thereon as a condominium project known as "KEOLA LA'I" as more specifically described herein in accordance with plans incorporated herein by reference and filed in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Condominium Map No. 4101 (the "Condominium Map");

NOW, THEREFORE, in order to create a condominium project consisting of the Land and all improvements now or hereafter placed thereon (the "Project"), the Developer hereby submits its interest therein to the Condominium Property Regime, established by the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended (the "Act"), and in furtherance thereof makes the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declares that the Land and all improvements now or hereafter placed thereon are held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to the declarations, restrictions and

conditions set forth herein and in the Bylaws of the Association of Apartment Owners of Keola La`i recorded in the Bureau concurrently herewith, as the same may be amended from time to time, which declarations, restrictions and conditions shall constitute covenants running with the Land, and shall be binding on and inure to the benefit of the Developer, its successors and assigns, and all present and future owners, mortgagees, tenants and occupants of all or any part of the Project and any other person who may use any part of the Project.

1. **Definitions.** The following terms shall have the meanings set forth below:

“Act” means Chapter 514A, Hawaii Revised Statutes, as amended.

“Apartment” refers to the Apartments described in paragraph 3 of this Declaration.

“Apartment Deed” or “Deed” means a Condominium Apartment Deed with Reservations and Conditions conveying title to an Apartment to an Apartment Owner upon recordation in the Bureau.

“Apartment Owner” or “Owner” means a person or entity owning an Apartment and the common interest appertaining thereto severally or as a cotenant, to the extent of such interest so owned; provided that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by the terms of any lease recorded in the Bureau, a lessee or sublessee of an Apartment shall be deemed to be the Owner of such Apartment to the extent provided in such lease. The vendee of an Apartment pursuant to an agreement of sale recorded in the Bureau (a “recorded Agreement of Sale”) shall have the rights of an Owner, including the right to vote; provided that the vendor may retain the right to vote on matters substantially affecting the vendor’s interest in the Apartment as provided in Section 514A-83 of the Act. Where an Owner is a corporation, trust, limited liability company or partnership, the method for designating the natural person who shall act as and for the Owner is as set forth in the Bylaws. In the event that any interest in an Apartment is transferred to a trustee under a land title-holding trust under which substantially all powers of management, operation and control of the Apartment remain vested in the trust beneficiary or beneficiaries, the beneficiary or beneficiaries of any such trust shall be deemed to be the Owner or Owners of the Apartment to the extent of their interest therein except insofar as the trustee notifies the Association otherwise in writing. A transferee of the beneficial interest in any such trust shall have all of the rights and duties of an Owner when notice of such transfer is given to the Association by the trustee. Unless and until such notice is given, the Association shall not be required to recognize the transferee for any purposes, and the transferor may continue to be recognized by the Association as the Owner and shall have all of the rights and obligations of ownership.

“Association” means the Association of Apartment Owners of the Project.

“Board of Directors” or “Board” means the Board of Directors of the Association.

“Bylaws” means the Bylaws of the Association of Apartment Owners of Keola La`i, recorded in the Bureau concurrently with this Declaration, as the same may be amended from time to time.

"Declaration" means this Keola La`i Declaration of Condominium Property Regime, as the same may be amended from time to time.

"Developer" means A&B KAKAAKO LLC, a Hawaii limited liability company.

"Mortgagee of an Apartment" or "Apartment mortgagee" means the holder of a mortgage encumbering the fee title to, or any recorded leasehold interest in, an Apartment.

"Record," "recorded" or "recordation" means to record or to be recorded in the Bureau.

"Rules and Regulations" means the rules and regulations adopted pursuant to the Bylaws, as the same may be amended from time to time, governing the details of the operation and use of the Project, and certain details regarding the use of the Apartments.

2. **General Description of the Project.** The Project includes a forty-two (42) story building without basement (the "Building") with a thirty-seven (37) story tower containing three hundred fifty-two (352) residential apartments (the "Residential Apartments") situated on a five (5) story pedestal structure containing one (1) commercial apartment (the "Commercial Apartment"), six hundred seventy-four (674) assigned limited common element parking stalls, twenty-three (23) unassigned common element parking stalls for guest parking, one (1) unassigned common element handicap-accessible stall reserved for the use of the Project's manager and other Association employees, mechanical, utility, maintenance and storage rooms, stairways, driveways, landscaped areas and other common elements (including a recreation area with a swimming pool, showers, kitchenette and restrooms) as hereinafter described and as more particularly shown on the Condominium Map, constructed principally of steel, aluminum, concrete, glass and allied building materials.

3. **The Apartments.** The Residential Apartments and the Commercial Apartment are sometimes hereinafter referred to collectively as the "Apartments."

3.1 There are hereby established three hundred fifty-three (353) freehold estates in the Apartments, each individual Apartment comprising one (1) separate freehold estate. The different Apartment types are described in Exhibit "B" attached hereto and made a part hereof. The Apartment numbers, approximate net living areas (exclusive of lanais) and approximate lanai areas of the Residential Apartments and the approximate net floor area of the Commercial Apartment are shown in Exhibit "C" attached hereto and made a part hereof. The limited common element parking stall assignments and the common interests appurtenant to the Apartments are also shown in Exhibit "C".

3.2 The approximate areas of the Residential Apartments set forth in Exhibit "C" are "net living areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Residential Apartments set forth in Exhibit "C" are not exact but are approximations based on the floor plans of each

type of Residential Apartment. The measurements of the Residential Apartments set forth in Exhibit "C" may not follow the designation of the limits of the Residential Apartments (the legally designated areas of the Residential Apartments) set forth below and the net living areas set forth in Exhibit "C" may be greater than the floor areas of the Residential Apartments as so designated and described below.

3.3 The approximate area of the Commercial Apartment set forth in Exhibit "C" is "net floor area" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The area of the Commercial Apartment set forth in Exhibit "C" is not exact but is an approximation based on the floor plans of the unimproved Commercial Apartment. The interior of the Commercial Apartment may be configured differently than shown on the Condominium Map and the aggregate floor areas of the various spaces comprising the Commercial Apartment as so configured may be less than the net floor area of the Commercial Apartment set forth in Exhibit "C".

3.4 Each Residential Apartment has immediate access (through common element elevators and stairways) to the entries of the Project leading to other common elements and a public street. The Commercial Apartment has immediate access (through common element driveways and walkways) to a public street.

3.5 Each Residential Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, including floor coverings, (iii) any doors and door frames, windows or panels along the perimeters, window frames, (iv) all fixtures originally installed therein, and (v) the decorated or finished surface of the floor, walls (if any) and ceiling of the lanai(s) appurtenant to the Apartment, the railing (if any) of such lanai(s) and the lanai air space. The respective Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing walls, or the party walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as hereinafter provided.

3.6 The Commercial Apartment consists of two (2) enclosed spaces separated by a corridor as shown on the Condominium Map. The Commercial Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within the perimeter walls of each of its components, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors and door frames in the perimeter walls, and (iv) all fixtures originally installed therein. The Commercial Apartment shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls or the interior load-bearing walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each component of the Commercial Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through the Commercial Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as hereinafter provided.

3.7 Should the descriptions and divisions set forth in this Declaration conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control. The Condominium Map, however, is intended to show only the layout, location, Apartment numbers and dimensions of the Apartments and elevations of the buildings and is not intended and shall not be deemed to contain or make any other representation or warranty.

4. **Common Elements.** One (1) freehold estate is hereby established in all other parts of the Project, which are common elements. The common elements include, but are not limited to:

- (a) The Land, in fee simple, and any easements appurtenant thereto;
- (b) The limited common elements described in paragraph 5 below;
- (c) All foundations, columns, girders, beams, supports, perimeter walls, load-bearing walls, roofs, stairs and stairways, elevator cars, shafts, doors and related equipment, pumps, ducts, pipes, wires, conduits, or other utility or service lines located outside of the Apartments and which are utilized for or serve more than one Apartment, and generally all equipment, apparatus, installations and personal property existing for common use in any part of the Building or located on the Land;
- (d) All pipes, wires, ducts, conduits or other utility or service lines running through an Apartment which are utilized by or serve more than one Apartment;
- (e) All recreational facilities and other amenities of the Project, including, but not limited to, the recreational area with swimming pool, fitness center, outdoor shower, kitchenette and restrooms located on Level 4;
- (f) All lobbies, elevators, driveways and other common ways, all covered and uncovered parking and loading spaces, all storage areas not located within an Apartment, all landscaping, courtyards, fences, gates, retaining walls, mailboxes, trash areas, utility, communication, telephone and maintenance rooms and facilities, accessory equipment areas, including electrical and mechanical rooms or facilities located on the Land or within the Building and serving more than one Apartment;
- (g) All other improvements on the Land that are not part of any Apartment.

5. **Limited Common Elements.** Certain of the common elements are hereby set aside and reserved for the exclusive use of certain of the Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as follows:

5.1 Each Apartment shall have appurtenant thereto as limited common elements all pipes, wires, ducts, conduits or other utility or service lines located within or running through the Apartment and utilized by or serving only that Apartment.

5.2 Each Residential Apartment shall have appurtenant thereto as a limited common element the parking stall(s) designated as appurtenant to the Apartment on Exhibit "C" attached hereto and made a part hereof.

5.3 Each Residential Apartment shall have appurtenant thereto as a limited common element the mailbox designated with the Apartment's number and located in the security area adjacent to the elevator lobby on the Building's ground floor.

5.4 The Residential Apartments, as a group, shall have appurtenant thereto as limited common elements:

(a) All recreational amenities and facilities, including but not limited to the swimming pool, fitness center, outdoor shower, toilets, kitchenette and related facilities, landscaping and structures in the vicinity of the swimming pool;

(b) All parking areas, ramps and driveways except those on Parking Level 1 that serve only the Commercial Apartment and the limited common element parking stalls assigned to the Commercial Apartment, and except for the limited common element parking stalls assigned to specific Residential Apartments as described in Exhibit "C";

(c) All guest parking stalls, loading stalls L101 and L102 and parking stalls for employees and management;

(d) All stairways serving any part of the Project other than Parking Level 1;

(e) All elevators and elevator lobbies and related mechanical equipment and facilities;

(f) The entry area and lobby on Level 3, including the mail area;

(g) All mechanical rooms and equipment providing or relating to the provision of electrical, air-conditioning, water and other utility service to all Residential Apartments or to any part of the Project other than the Commercial Apartment; and

(h) All other parts of the Project that serve and are intended to serve only the Residential Apartments, excluding, however, all structural components of the Building, which are common elements as herein provided.

5.5 The Commercial Apartment shall have appurtenant thereto as limited common elements:

(a) The parking stalls assigned to the Commercial Apartment as shown on Exhibit "C" attached hereto, the two loading stalls designated on the Condominium Map as "Loading", all of the floor surface area of Parking Level 1 that includes the parking stalls assigned to the Commercial Apartment and that is used or intended to be used for pedestrian

and/or vehicular ingress and egress to and from the Commercial Apartment and its assigned parking stalls, including ramps, driveways, stairways and walkways that provide pedestrian and/or vehicular access to or from or otherwise serve only the Commercial Apartment and/or its assigned parking stalls;

(b) Any parking kiosk, gate or other facility on Parking Level 1 and pertaining only to the Commercial Apartment and its assigned parking stalls; and

(c) All mechanical rooms and equipment providing or relating to the provision of electrical, air-conditioning, water and other utility service only to the Commercial Apartment and its other appurtenant limited common elements.

5.6 Any other common element of the Project that is rationally related to less than all of the Apartments shall be deemed a limited common element appurtenant to and for the exclusive use of the Apartment or Apartments to which such common element is rationally related, it being the intent of this paragraph 5 to apportion rights to use and obligations to repair and maintain all common elements as equitably as reasonably possible among the various Apartments, and between the Residential Apartments as a group and the Commercial Apartment.

6. **Common Expenses and Costs and Expenses Relating to Limited Common Elements.** All provisions of the Bylaws relating to common expenses, limited common expenses and the rights and remedies of the Association in connection therewith are hereby incorporated into this Declaration by reference.

6.1 Each Apartment Owner shall be liable for a proportionate share of all costs, expenses, assessments, taxes and charges described in the Bylaws as "common expenses." The method of determining and collecting common expenses shall be as set forth in the Bylaws. All sums chargeable as common expenses to any Apartment but unpaid shall constitute a lien on such Apartment, which lien shall have such priority and may be foreclosed by the Association as provided in the Bylaws and in the Act.

6.2 Each Apartment Owner shall be liable for all costs and expenses, including, but not limited to, costs for maintenance, repair, replacement, additions and improvements to, any of the limited common elements of the Project appurtenant to such Owner's Apartment, and all such costs and expenses (if not charged directly to the Apartment owner by the person(s) to whom such sums are owed) shall be charged to such Owner by the Association as an individual limited common expense.

6.3 If a limited common element is appurtenant to more than one Apartment, all costs and expenses arising in connection with such limited common element shall be charged to the Owners of all Apartments to which the limited common element is appurtenant as a general limited common expense. Each such Owner's share of the costs and expenses shall be determined by dividing the common interest appurtenant to such Owner's Apartment by the aggregate common interests appurtenant to all Apartments to which the limited common element is appurtenant, and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common element.

6.4 All sums arising in connection with any limited common element and charged to or assessed against an individual Apartment but unpaid shall constitute a lien on such Apartment, which lien shall have such priority and may be foreclosed by the Association as provided in the Bylaws and in the Act.

6.5 Any expense which cannot be separately identified or attributed to a limited common element shall be charged to all the Owners as a common expense.

7. **Percentage of Undivided Interest in Common Elements.** Each Apartment shall have appurtenant thereto an undivided percentage interest in the common elements of the Project and in all common profits and expenses of the Project, and for all other purposes, including voting. The undivided percentage interests appurtenant to the Apartments are as shown on Exhibit "C" attached hereto and made a part hereof. All references herein or in the Bylaws to the vote or consent of a specified percentage of the Apartment Owners shall mean the Owners of Apartments to which are appurtenant such percentage of the common interests. The common interests are computed based upon the formula explained in Exhibit "C". In the event that new commercial apartments are added to the Project in accordance with the exercise of the rights reserved to the Developer in paragraph 17.4 of this Declaration, the common interest initially appurtenant to the Commercial Apartment will be equitably apportioned among the Commercial Apartment and the new commercial apartments as explained in paragraph 17.4, with no change in the common interests appurtenant to the Residential Apartments.

8. **Other Easements and Rights.** In addition and subject to the easements established in the limited common elements, the Apartments and/or the common elements shall also have or be subject to the following easements and rights:

8.1 Each Apartment 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 Apartment; in the other common elements for use according to their respective purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Apartment Owners; and in all other Apartments and common elements for support.

8.2 If any part of the common elements now or hereafter encroaches upon any Apartment or limited common element or if any Apartment now or hereafter encroaches upon any other Apartment or upon any portion of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist; provided, however, that if an encroachment is caused, directly or indirectly, by the intentional act or neglect of any Apartment Owner, the Board, in its sole discretion, may demand that such Owner take such steps as are necessary to remove the encroachment, and the Apartment Owner shall be liable for all expenses, costs and fees arising in connection with such removal. In the event that any building shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of any building, encroachments upon any part of the common elements or any Apartment due to the same shall be permitted, and valid easements

for such encroachments and the maintenance thereof shall exist for so long as such encroachment exists.

8.3 The Association shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each Apartment and any limited common elements from time to time during reasonable hours as may be necessary for the operation or maintenance of the Project, including any Apartment, or at any time for making emergency repairs therein necessary to prevent damage to the common elements or to any other Apartment.

8.4 The Association shall have the right, to be exercised by the vote of a majority of a quorum of the Board, 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 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 apartment, the common elements or any easements for utilities or for any public purpose.

8.5 The Association shall have the right, to be exercised by the vote of a majority of a quorum of the Board, to transfer, cancel, relocate and otherwise deal with any easement over, under, across or through any lands adjacent to the Project, which may be appurtenant to the Land of the Project, for any reasonable purpose, which may include, but shall not be limited to, any of the same purposes set forth in the preceding subparagraph 8.4 of this paragraph 8 or for the reason that any owner of any such lands adjacent to the Project exercises any right to require the relocation of any such easement.

8.6 The Developer, its agents, employees, contractors, licensees, successors and assigns, shall have (and the Developer hereby reserves) easements over and upon the Project, including the common elements, as may be reasonably necessary for the completion of the Project and the sale of all Apartments in the Project. These easements shall include (but not be limited to) the right to use model apartments, sales and management offices, parking stalls and sales displays and shall continue for so long as the Developer or the Developer's successor or assign retains any interest in any Apartment in the Project.

8.7 The Developer hereby reserves for itself, its successors in interest and assigns, the right, without the joinder or consent of any other party, including any Apartment Owner, Apartment purchaser, mortgagee, lienholder, or any other person or entity whatsoever, to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across, or through the common elements (including the limited common elements) 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 Apartment or the common elements or any easements for utilities or for any public purpose; provided, however, that in exercising its rights under this paragraph, the Developer shall not do anything or permit anything to be done which shall unreasonably interfere with the use of the affected common or limited common element for its originally intended purpose, unless such action is required to ensure the public health, safety or welfare or to comply with any governmental rule, regulation, law or ordinance. The rights set forth in this paragraph shall continue for a period of twelve (12) months following recordation of the last Apartment Deed transferring title to an Apartment to

any person or entity other than the Developer, a party related to the Developer or the Developer's successor in interest.

8.8 Each of the rights reserved in this paragraph 8 includes the right to execute and cause to be recorded in the Bureau any and all legal documents and other instruments required by law to accomplish the tasks for which such rights are reserved, including (but not limited to) one or more amendments to this Declaration, the Bylaws and/or the Condominium Map as may be necessary to reflect changes to the Project or the Land caused by or otherwise related to the exercise of the rights reserved herein. Any such instrument or amendment need only be signed by the person or entity that is entitled under this paragraph 8 to exercise such rights, without the joinder or consent of any other party, including any Apartment Owner, Apartment purchaser, mortgagee, lienholder, or any other person or entity whatsoever.

8.9 To the extent that the joinder or consent of any Apartment Owner may be required in order to confirm, effectuate or exercise any easements or rights granted or reserved to the Developer, or to validate any act or thing done pursuant to such easements, rights and reservations of the Developer, or to execute and record any instruments or amendments to any instruments (including, but not limited to, this Declaration, the Bylaws and/or the Condominium Map) such joinder or consent may be executed and given by the Developer as the attorney-in-fact for, and in the name and stead and on behalf of, such Apartment Owner. Each Apartment Owner, by acquiring or accepting the ownership of an Apartment or any other interest in the Project or any Apartment, thereby (i) appoints the Developer as such Owner's attorney-in-fact as aforesaid, such appointment being coupled with an interest and being irrevocable, and (ii) agrees that such Owner shall, promptly upon the Developer's request and for no further consideration, execute, acknowledge and deliver to the Developer such instruments as the Developer may require to evidence or confirm such joinder or consent.

8.10 If the Project is found not to be in compliance with any federal, state or local law in effect at the time of completion of the Project, the Developer shall have the right (but not the obligation), at its election, at any time thereafter to enter the Project and make such modifications to the common elements as are necessary, in the Developer's judgment, to bring the Project into compliance with the applicable laws. This right shall include, but shall not be limited to, the right to cause noise, dust and other disturbances and nuisances incidental to modifying the common elements as required; provided, however, that the Developer or any party performing such work on behalf of the Developer shall make reasonable efforts to minimize such disturbances and nuisances.

9. Alteration and Transfer of Interests.

9.1 Except as otherwise provided in this Declaration, the undivided interest in the common elements and other easements appurtenant to each Apartment shall have a permanent character, and shall not be altered without the consent of all of the Apartment Owners affected, expressed in an amendment to this Declaration duly recorded in the Bureau, which amendment shall contain the consent thereto by the holders of any first mortgage on such Apartments as shown in the Association's record of ownership, or who shall have given the Board notice of their interest through the Secretary of the Association or the managing agent (if

any), and shall not be separated from the Apartment to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument. Except as otherwise provided in this Declaration, the common elements and each Apartment shall remain undivided, and no right shall exist to partition or divide any portion of the common elements or any Apartment except as provided in the Act and/or as otherwise expressly provided herein. This Declaration and the Condominium Property Regime created hereby cannot be terminated except in accordance with the Act and the provisions of this Declaration and the Bylaws.

9.2 Any provision of this Declaration to the contrary notwithstanding, Apartment Owners shall have the right to change the designation of parking stalls which are appurtenant to their respective Apartments by amendment of this Declaration and the respective Apartment Deeds (if necessary) to show the new numbers of the parking stalls appurtenant to such Apartments and to delete the numbers of the old parking stalls; provided, however, that each Apartment shall at all times have at least one (1) parking stall as an appurtenant limited common element. Each owner of an Apartment to which is appurtenant a designated handicap parking stall shall be required to exchange such stall for a non-handicap stall under the following conditions:

(a) A person with a disability (or a person who has a family member or tenant or other occupant with a disability who will reside in the Apartment, hereinafter called the "disabled person") has purchased or intends to purchase an Apartment in the Project which does not have a handicap stall appurtenant thereto; and

(b) The disabled person's disability would interfere with the disabled person's full use and enjoyment of the Apartment unless a handicap stall were made appurtenant thereto, and the Owner of the Apartment to which the handicap stall is appurtenant does not have a disability which (or a disabled family member, tenant or other occupant who) requires the availability of a handicap stall; and

(c) The handicap stall to be exchanged is the handicap stall closest to a non-handicap stall currently assigned to the Apartment to be occupied by the disabled person; and

(d) The Owner of the Apartment in which the disabled person will reside will assign to the Owner of the Apartment to which the handicap stall is currently appurtenant the non-handicap stall currently appurtenant to the disabled person's Apartment and closest to the handicap stall the Owner of the disabled person's Apartment is acquiring, or such other stall as both parties shall agree to assign and accept in exchange for the handicap stall.

9.3 The amendment(s) required to effect changes in designated parking stalls pursuant to the foregoing subparagraph 9.2 need only be signed and approved by the Owners (and their respective mortgagees, if the mortgagees so require) of the Apartments whose parking stalls are being changed. The amendment(s) shall become effective only upon recordation in the

Bureau, and a copy of each amendment, showing recordation data, shall be promptly delivered to the Association through the Secretary or the managing agent.

10. **Purposes and Uses.** The Project and each of the Apartments are intended for and shall be restricted to the following purposes and uses:

10.1 Each Residential Apartment shall be occupied and used only for residential purposes. The Commercial Apartment shall be occupied and used only for those purposes permitted by applicable zoning and the Hawaii Community Development Authority's Mauka Area Rules (Chapter 22) for the Kakaako Community Development District, as amended and/or supplemented from time to time, as the same may be further supplemented, expanded or restricted by any development or other agreements that the Developer enters into with the Hawaii Community Development Authority from time to time as a condition to the development of the Project. An Apartment Owner may rent his Apartment to any third party for any period permitted by applicable zoning and any rules promulgated thereunder, provided that the rental agreement is in writing. The Owner shall provide each rental tenant with a copy of the Rules and Regulations and shall make a copy of the Bylaws, as amended, available for the tenant's review. An Owner who rents his Apartment shall at all times remain primarily and severally liable to all other Apartment Owners and to the Association for any failure on the part of such Owner's tenant(s) to observe and comply with all provisions of this Declaration, the Bylaws, the Rules and Regulations, and all other applicable laws. In no event shall any Apartment or any interest therein be sold, transferred, conveyed, leased, occupied, rented or used for any transient vacation or hotel purpose, or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license," "travel club membership" or "time interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an Apartment or Apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, cotenancy agreement, partnership or otherwise, and whether or not registered or required to be registered under Chapter 514E, Hawaii Revised Statutes, as amended. No Apartment may be used as a rooming house or for bed and breakfast purposes. Other than the foregoing restrictions, the Owners of the respective Apartments shall have the absolute right to lease the same, provided that such lease is in writing and is expressly made subject to the covenants and restrictions contained in this Declaration, the Bylaws and the Rules and Regulations.

10.2 No Owner will suffer anything to be done or kept in an Apartment or elsewhere in the Project which would jeopardize the soundness of the Project, or which will interfere with or unreasonably disturb the rights of other Apartment Owners, or which will increase the rate of the hazard insurance on the Project or the contents thereof, or which will reduce the value of the Project.

10.3 The Owner of any Apartment will not, without the prior written consent of the Board of Directors, display any sign or place any other thing in or upon any doors, windows, lanais, walls or other portions of the Apartment or the common elements so as to be visible from

the exterior, provided, however, that this restriction shall not apply to signs displayed by the Developer for sales purposes prior to the completion of sales of all Apartments in the Project. Notwithstanding the foregoing, the Board of Directors may promulgate commercially reasonable rules or guidelines for the display of signs in connection with the use and operation of the Commercial Apartment, and strict compliance with such rules or guidelines will preclude the necessity of prior Board approval of such signs.

10.4 Except as otherwise provided in Section 514A-13 of the Act and in the Bylaws, and subject to the rights reserved to the Developer in this Declaration, the common elements shall be used only for the purposes for which they are designed and intended.

11. **Exemptions for Persons with Disabilities.** Notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Rules and Regulations, Owners with disabilities shall be allowed reasonable exemptions from this Declaration, the Bylaws and the Rules and Regulations, when necessary and as appropriate to enable them to use and enjoy their Apartments and/or the common elements, provided that any Owner with a disability desiring such an exemption shall make such request, in writing, to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur.

12. **Service of Process.** Charles W. Loomis, Esq., whose post office address is 822 Bishop Street, Honolulu, Hawaii 96813, is hereby designated as the agent to receive service of process until such time as the Board of Directors and officers of the Association are elected, at which time and thereafter process may be served upon any officer of the Association.

13. **Administration of Project.** The administration of the Project shall be governed by the Act, this Declaration, the Bylaws, the Rules and Regulations, the Apartment Deed conveying to each Owner his interest in his Apartment, and all other applicable federal, state or local laws, rules and regulations. Each Apartment Owner shall comply strictly with this Declaration, the Bylaws, the Rules and Regulations, the Apartment Deed and all applicable laws. Apartment Owners acting for any purposes in connection with the common elements for the government, operation or administration of the Project and in accordance with the Declaration, the Rules and Regulations and the Bylaws, shall be deemed to be acting as the Association, and specifically but without limitation the Association shall:

(a) Make, build, maintain and repair all fences, drains, roads, curbs and sidewalks 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 common elements or any part thereof;

(b) Keep all common elements in a strictly clean, orderly 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 common elements or the use thereof;

(c) Well and substantially repair, maintain, amend, and keep all common elements with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein or in the Bylaws;

(d) Not at any time make or suffer any strip or waste or unlawful or improper or offensive use of the common elements; and

(e) Observe and perform all of the limitations, restrictions, covenants and conditions to be observed and performed under this Declaration, the Bylaws and the Rules and Regulations.

14. Insurance.

14.1 Commercial Property Insurance. The Board, on behalf of the Association, shall at all times keep the common elements of the Project and, whether or not part of the common elements, all exterior and interior walls, floors, ceilings, cabinets, appliances, wall coverings, floor covering, permanently installed fixtures and built-in fixtures, as installed, insured against loss, destruction and damage by all perils of direct physical damage by a commercial property insurance policy or policies written on the Insurance Service Office (commonly referred to as "ISO") "Special Form" used in the State of Hawaii or its equivalent, with an amount of coverage equal to 100% of the replacement cost of such Buildings and improvements of the Project and including the following endorsements: (1) replacement cost coverage and (2) agreed amount, all such coverage being with such deductibles as the Board shall deem appropriate; and additionally the Board may cause to be purchased a difference-in-conditions policy to include flood, earthquake, backup of sewers, broad collapse coverage, and building ordinance coverage with deductible amounts and a limit of liability determined to be prudent by the Board. If the Project is located in a special flood hazard area as delineated on flood maps issued by the Federal Emergency Management Agency, the Association shall also procure a policy of flood insurance that complies with the requirements of the National Flood Insurance Program and the Federal Insurance Administration. The Association shall purchase the insurance required under this paragraph 14.1 from an insurance company authorized to do business in Hawaii and having a rating by Best's Insurance Reports of Class A- or better, in the name of the Association for the benefit of all Owners and their mortgagees according to the loss or damage to their respective Apartments and appurtenant common interest and payable in case of loss in excess of \$100,000 to such bank, trust company or managing agent authorized to do business in the State of Hawaii as the Board may designate, as trustee (the "Insurance Trustee"), for the custody and disposition as herein provided of all proceeds of such insurance, without prejudice to the right of each Owner to insure his Apartment for his own benefit. Subject to the provisions of paragraph 15.2 of this Declaration, 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 Building in a good and substantial manner according to the original plans and elevations 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 (including deductible amounts) in such insurance proceeds. All premiums on the policy or policies required under this paragraph 14.1 shall be borne by the Owners of the Apartments in proportion to their undivided interests in the common elements. Every such policy of insurance shall, unless unobtainable:

(a) Provide that the liability of the insurer thereunder shall be primary and 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 Owner;

(b) Contain no provision relieving the insurer from liability for loss occurring while the hazard to any building 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 persons under either of them;

(c) Provide that such policy and the coverage thereunder may not be cancelled, reduced or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, every mortgagee of an Apartment, and any other person in interest who shall have requested such notice of the insurer;

(d) Contain a waiver by the insurer of any right of subrogation to any right of the Board or any of the Owners against any of them or any other persons under them;

(e) Contain a provision waiving any right of the insurer to repair, rebuild or replace if a decision is made pursuant to this Declaration or the Bylaws not to reinstate, rebuild, or restore the damaged or destroyed improvements;

(f) Require the insurance carrier, at the inception of the policy and on each anniversary date thereof, to provide the Board with a written summary of the policy, including the type of policy, a description of the coverage and limits thereof, amount of annual premium, and renewal dates; and the summary shall be in layman's terms and the Board shall provide a copy thereof to each Owner;

(g) Contain a standard mortgage clause on ISO commercial property form which shall, unless unobtainable:

(i) Name the holder of any mortgage affecting any Apartment whose name shall have been furnished to the Board and to the insurer and provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Apartment of the Project, 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 or the Owners or any persons under them;

(iii) Provide that, without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to the Insurance Trustee for the Owners and their mortgagees as their respective interests may appear.

14.2 **Liability Insurance.** The Board, on behalf of the Association, shall also effect and maintain at all times, to the extent reasonably available, commercial general liability insurance, including coverage for premises/operations, independent contractors, contractual liability, personal injury, employees as additional insureds, broad form property damage, covering all Owners with respect to the Project, in an insurance company authorized to do business in Hawaii, with combined single limits of liability for bodily injury and property damage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate or such higher limits as the Board may from time to time establish with due regard to the prevailing prudent business practice in the State of Hawaii as reasonably adequate for the protection of the Association, the Board, all Owners, the managing agent and employees of the Association, without prejudice to the right of any of the Owners to maintain additional liability insurance for their respective Apartments and limited common elements. All premiums on the policy or policies required under this paragraph 14.2 shall be borne by the Owners of the Apartments in proportion to their undivided interests in the common elements. Each such policy, unless unobtainable, shall:

(a) Contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in any Building, whether within the control or knowledge of the Board, or because of any breach of warranty or condition caused by any Owner or by any act or neglect of the Owner or tenant of an Apartment;

(b) Provide that the policy and its coverage may not be cancelled, reduced or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, all Owners and their mortgagees and every other person in interest who shall have requested such notice of the insurer; and

(c) Contain a waiver by the insurer of any subrogation to any right of the Board, the managing agent or any Owner against any of them or any other person under their control;

(d) Contain a "severability of interest" clause precluding the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

14.3 **Liability Insurance for Members of the Board and Officers of the Association.** The Board, on behalf of the Association at its common expense, may effect and maintain liability insurance covering members of the Board and officers of the Association with minimum coverage in such amounts as shall be determined by the Board. Any such insurance policy shall require the insurance carrier, at the inception of the policy and on each anniversary

date thereof, to provide the Board with a written summary of the policy, including the type of policy, a description of the coverage and limits thereof, amount of annual premium, and renewal dates; and the summary shall be in layman's terms and the Board shall provide a copy thereof to each Apartment Owner.

14.4 **Review of Insurance Program.** The Board shall review not less frequently than annually the adequacy of its entire insurance program and shall report in writing its conclusions and action taken on such review to the Owner of each Apartment and to the holder of any mortgage on any Apartment who shall have requested a copy of such report. At the request of any mortgagee of any interest in any Apartment, the Board shall furnish to such mortgagee a copy of the property and liability policies referred to in this paragraph 14.

14.5 **Waivers of Subrogation.** To the extent that any loss, damage or destruction to any building or any common elements 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. To the extent that any loss, damage or destruction to the property of any Owner is covered by insurance procured by such Owner, such Owner shall have no claim or cause of action for such loss, damage or destruction against the Board, the managing agent, any resident manager, any other Owner or the Association. All policies of insurance referred to in this paragraph 14 shall contain appropriate waivers of subrogation by the insurers.

14.6 **Substitute Coverage.** Any insurance coverage specified in this paragraph 14 shall be subject to availability with responsible insurance companies authorized to do business in the State of Hawaii. Where such coverage is not available, or is not available at a reasonable cost, then the Board shall substitute such other insurance coverage as is acceptable to institutional lenders for apartments in projects similar in construction, location and use.

15. **Insured Casualty and Uninsured Casualty.**

15.1 **Insured Casualty.**

(a) **Collection of Insurance Proceeds.** In the event of any damage to all or any portion of the Project by fire or other casualty which is insured against, the Board of Directors shall take all reasonable steps necessary to collect the insurance proceeds and deposit the same with the Insurance Trustee at the earliest practicable date and, except as otherwise provided herein, to cause all rebuilding or repairing work to be undertaken and completed as hereinafter provided as promptly as may be reasonably possible in the circumstances.

(b) **Insured Casualty to Single Apartment and Limited Common Elements.** If any portion of the Project is damaged by fire or other casualty which is insured against and such damage is limited to a single Apartment and/or the limited common elements appurtenant thereto, all of the insurance proceeds shall be used by the Insurance Trustee for payment of the contractor employed by the Board of Directors to rebuild or repair such Apartment and/or limited common elements (including paint, floor covering, fixtures, and mechanical, electrical and air conditioning equipment therein which are deemed to be common elements as provided herein) 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 of Directors and any mortgagee of record of any interest in the Apartment or limited common elements so damaged.

(c) **Other Insured Casualty.** If any insured-against damage to the Project should occur other than the damage described in paragraph 15.1(b) of this Declaration, the Board of Directors shall thereupon contract to repair or rebuild the damaged portions of the Project (including paint, floor covering, fixtures, and any mechanical, electrical and air conditioning equipment therein which are deemed to be common elements as provided herein), 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 of Directors, and the mortgagee of record of any interest in an Apartment directly affected thereby. In the event said modified plans and modifications eliminate any Apartment or its appurtenant limited common elements and such Apartment or limited common elements are not reconstructed, the Insurance Trustee shall pay the Owner of said Apartment and any mortgagee of record of any interest in said Apartment, as their interests may appear, the portion of said insurance proceeds allocable to said Apartment and limited common elements (less the proportionate share of said Apartment in the cost of debris removal) and shall disburse the balance of the insurance proceeds as hereinafter provided for the disbursement of insurance proceeds.

(d) **Insufficient Insurance Proceeds.** 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, then the Board of Directors shall levy, as soon as reasonably possible following the determination of the amount of such insufficiency, a special assessment (i) with respect to the repairing and/or rebuilding of the common elements, exclusive of limited common elements, against the Owners of all Apartments, except for Apartments being eliminated from the Project, in proportion to their common interests, (ii) with respect to the repairing and/or rebuilding of an Apartment, against the Owner of such Apartment, (iii) with respect to the repairing and/or rebuilding of any limited common element, against the Owners of all Apartments to which such limited common element is appurtenant. In the case of limited common elements appurtenant to more than one Apartment, each such Apartment's share of the special assessment shall be determined by dividing the common interest appurtenant to such Apartment by the aggregate common interests appurtenant to all Apartments to which the limited common element is appurtenant, and multiplying the resulting percentage by the total amount of the special assessment for the limited common element. All of the foregoing special assessments shall be secured by the lien created under section 7.5 of the Bylaws.

(e) **Disbursement of Insurance Proceeds.** The cost of the work (as estimated by the Board of Directors) 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:

(i) An architect, engineer, construction manager or other qualified person designated by the Board (who may be employees of the Board) shall oversee the work;

(ii) 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 of 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;

(iii) 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;

(iv) 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;

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

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

(f) **Excess Insurance Proceeds.** Upon completion of the work and payment in full therefor, any remaining proceeds of insurance then or thereafter in the hands of the Board of Directors or of the Insurance Trustee shall be paid or credited (i) for proceeds attributable to the common elements exclusive of the limited common elements, to the Owners of all the Apartments and the holders of any mortgage on the Apartments, as their interests may appear, in proportion to their common interests, or (ii) for proceeds attributable to an Apartment and the limited common elements appurtenant to such Apartment, to the Owner of such Apartment and the holder of each mortgage on such Apartment, as their interests may appear.

(g) **Release of Claims.** To the extent that any loss, damage or destruction to any portion of the Project or other property is covered by (or, under paragraph 14.1 of this Declaration, should have been covered by) insurance procured by the Board of Directors, the Association, Apartment Owners and Board of Directors shall have no claim or cause of

action for such loss, damage or destruction against any Apartment Owner (other than for any special assessment levied pursuant to paragraph 15.1(d) of this Declaration), the Developer, the Board of Directors or any officer of the Association. To the extent that any loss, damage or destruction to an Apartment, limited common elements appurtenant thereto or any other property of an Apartment Owner is covered by insurance procured by such Owner, such Owner shall have no claim or cause of action for such loss, damage or destruction against the Association, Board of Directors, any officer of the Association, the managing agent, the Developer or any other Apartment Owner or any person claiming under any of them.

15.2 Uninsured Casualty; Partial Restoration and Determination against Restoration.

(a) **Uninsured Casualty.** In case at any time or times any 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 Apartment Owners owning eighty percent (80%) or more of the Apartments in number and owning Apartments to which are appurtenant eighty percent (80%) of the common interests vote to the contrary. Any such approved rebuilding, repair or restoration shall be completed diligently by the Association. The cost of all such approved rebuilding, repair or restoration shall be borne (i) by the Association as a common expense with respect to any common elements, exclusive of limited common elements, and (ii) with respect to any limited common elements, by the Owner(s) of the Apartment(s) to which such limited common elements are appurtenant. The Apartment Owners shall be solely responsible for any restoration of their respective Apartments so damaged or destroyed. Such rebuilding, repair or restoration shall be performed in accordance with the original plans and specifications therefor or such other plans and specifications first approved by the Board of Directors, and the mortgagees of record of any interest in an Apartment directly affected thereby. 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.

(b) **Partial Restoration.** Restoration of the Project with less than all of the Apartments after casualty or condemnation may be undertaken by the Association only pursuant to an amendment to this Declaration, duly adopted by the affirmative vote of not less than eighty percent (80%) of the Apartment Owners, including at least eighty percent (80%) of the Owners of Apartments that will not be restored, and by all holders of mortgages encumbering the Apartments that will not be restored, by (i) removing the Project from the condominium property regime established by this Declaration, (ii) reconstituting all of the remaining Apartments and common elements to be restored as a new condominium property regime, and (iii) providing for payment to the Owner of each Apartment not to be restored and such Owner's mortgagee, if any, as their interests may appear, the then fair market value of such Apartment, less such Apartment's proportionate share of the cost of debris removal. If the Board of Directors and the Owner of a removed Apartment are unable to agree upon such fair market value within one hundred eighty (180) days after such damage or destruction has occurred, then such fair market value shall be determined by arbitration in accordance with the provisions of paragraph 23 of this Declaration.

(c) **Determination Against Restoration.** Except as otherwise provided in paragraphs 15.2(a) and 15.2(b) of this Declaration, in the event of an insured casualty or the condemnation of any part or all of the Project, the Project shall be repaired, rebuilt and restored as provided in paragraph 15.1 of this Declaration, in the case of an insured casualty, and as provided in paragraph 16 of this Declaration, in the case of condemnation, unless, within ninety (90) days after such casualty or condemnation has occurred, it is determined not to repair, rebuild and restore by the affirmative vote of eighty percent (80%) of the Apartment Owners including eighty percent (80%) of the Apartment Owners who suffered damage to or condemnation of their Apartments.

16. **Condemnation.**

16.1 **Condemnation Trustee.** 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 common elements of the Project shall be payable to such bank or trust company (the "Condemnation Trustee") authorized to do business in Hawaii as the Board shall designate as trustee for all Apartment Owners and mortgagees according to the loss or damage to their respective Apartments and appurtenant common interests.

16.2 **Allocation of Condemnation Proceeds.** In the event all or any of the Apartments are taken and there is no final judicial determination of the amount of condemnation proceeds allocable to each Apartment so taken, the amount of the condemnation proceeds allocable to each Apartment (including the Apartment's appurtenant interest in the common elements) shall be determined by a real estate appraiser ("appraiser") who shall be a member of the American Institute of Real Estate Appraisers, or any successor organization and who shall have acted on behalf of the Apartment Owners in the condemnation proceedings; or, if no such appraiser shall have acted on behalf of the Apartment Owners or if more than one appraiser shall have acted on behalf of the Apartment Owners, then an appraiser with such qualifications shall be selected by the Board to determine the amount of condemnation proceeds allocable to each Apartment.

16.3 **Condemnation of Entire Project.** If the entire Project is taken, the Condemnation Trustee shall pay each Apartment Owner and mortgagee, as their interests may appear, the portion of the condemnation proceeds determined in the above manner.

16.4 **Partial Taking.**

(a) In the event of a partial taking of the Project in which (i) any Apartment is physically eliminated, or (ii) a portion thereof is eliminated and the remaining portion cannot be repaired or rebuilt in a manner satisfactory to the Owner of the Apartment, then such Apartment shall be removed from the Project and the Condemnation Trustee shall disburse to the Owner and any mortgagee of such Apartment, as their interests may appear, in full satisfaction of their interests in the Apartment, the portion of the proceeds of such award allocable to such eliminated or removed Apartment after deducting the proportionate share of

such Apartment in the cost of debris removal, and the Apartment Owners shall amend this Declaration to reflect the removal of said apartment(s) and to adjust the common interests appurtenant to the remaining Apartments by assigning to each remaining Apartment an equal percentage interest (or fraction thereof) so that the aggregate percentage interests of all remaining Apartments equals 100%. In the event that an assignment of equal percentage interests to each Apartment is not possible or will not equal 100% in the aggregate, minor adjustment(s) to the percentage interest(s) appurtenant to one or more Apartments shall be equitably made so that the aggregate common interest equals 100%.

(b) In the event of any partial taking of any of the common elements of the Project, the Board shall arrange for any necessary repair and restoration of the improvements remaining after the taking in accordance with the design thereof immediately prior to such condemnation or, if repair and restoration in accordance with such design are not permissible under applicable laws and regulations then in force, in accordance with such modified plan as shall be first approved by the Board, and the mortgagee of record of each Apartment in the Project remaining after such taking. If the sums held by the Condemnation Trustee are insufficient to pay the cost for such repair and restoration, the Board shall pay such excess as a common expense, and if necessary shall levy a special assessment against the Apartment Owners.

(c) If the sums received as a result of a partial condemnation exceed the total of any amounts payable to the Owner and mortgagee of a removed Apartment and the amount of costs for debris removal and for repair and restoration of the remaining buildings and improvements, such excess shall be divided among the Apartment Owners including the Owners of any eliminated Apartments in accordance with their interest in the common elements prior to the condemnation.

(d) Unless 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 on the remaining land and restore the site thereof to good orderly condition and even grade.

17. Kakaako Community Development District; Permits and Agreements; Special Assessments and Restrictions; Developer's Reservations.

17.1 **Development Agreement and Assessments.** The Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA"). The Project will be developed subject to and in accordance with the terms of various permits and agreements, including that certain Agreement dated August 12, 1992 (the "Development Agreement"), by and between a prior owner of the Project's land and HCDA. The Development Agreement requires (among other things) that the Project shall participate (together with other properties) in the HCDA District-Wide Improvement Program for the Kakaako District, and that the Project shall be subject to assessments for the Project's pro rata share of the cost of improvements which may, in the future, be necessarily undertaken in the vicinity of the Project under HCDA or other government agency improvement programs. The Project will be assessed under the same methods and in the same

manner as other properties in the area. Each Apartment Owner, by acquiring an apartment in the Project, shall be deemed to acknowledge and agree that the Association shall have the right and the obligation to assess the individual apartment owners, according to the common interests appurtenant to their apartments, for all costs and expenses that may from time to time be assessed against the Project in accordance with the terms of the Development Agreement.

17.2 Planned Development Permit; Mauka Area Rules. The development and use of the Project are subject to the terms of the HCDA's Mauka Area Rules for the Kakaako Community Development District (the "Mauka Area Rules"). As a condition to the development of the Project, the Developer obtained Planned Development Permit PD1-05, dated July 6, 2005, governing various aspects of the development of the Project, such as compliance with or exemptions from certain density and building height limitations contained in the Mauka Area Rules. By acquiring an interest in an Apartment, each Owner shall acknowledge and agree that the Developer hereby reserves the right, without the joinder or consent of any other person or entity, to sign such documents or instruments, enter into such agreements and do all things that may be necessary to obtain such permits as may be required by the HCDA, the Development Agreement and/or the Mauka Area Rules, and to comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Project.

17.3 Special Restrictions Regarding Lanais. The Development Agreement provides that no lanai shall be enclosed unless certain conditions and requirements contained in the Mauka Area Rules have been met. Accordingly, the enclosure of lanais is hereby prohibited without the prior written consent of the Developer and the approval of a majority of the Project's Board of Directors. The requirement that the Developer must approve the enclosure of any lanai shall remain in effect for a period of twelve (12) months following the date upon which the Developer no longer owns any interest in the Project. Following that date, the enclosure of lanais shall require only the approval of a majority of the Board; provided, however, that no lanai may be enclosed at any time unless and until such enclosure is permitted under the terms of the Mauka Area Rules and any other applicable agreements and permits pertaining to the development of the Project.

17.4 Developer's Reservation to Add Commercial Apartments. The Project will also be developed subject to and in accordance with the terms of a planned development agreement (the "Planned Development Agreement") by and between the Developer and HCDA. In accordance with the requirements of the Planned Development Agreement, the Developer hereby reserves the right to add to the Project one or more additional commercial apartments in ground-level common element areas identified on the Condominium Map as "Future Commercial Space" and to establish and designate certain current common elements as new limited common elements appurtenant to the new commercial apartment or apartments; provided, however, that no common elements that are actually used by Owners of the Residential Apartments or are designated as limited common elements appurtenant to any of the Residential Apartments shall be converted to new commercial apartments or new limited common elements appurtenant to the new commercial apartment(s). In the event that one or more additional commercial apartments are created, common interests will be subtracted from the single Commercial Apartment originally established by this Declaration and assigned to the new commercial apartment or apartments in a manner that equitably reflects the ratio of the net floor

areas of the original Commercial Apartment and the new commercial apartment(s). The common interests and limited common elements appurtenant to the Residential Apartments will not be affected by the addition of new commercial apartments. Each Residential and Commercial Apartment Owner, by acquiring an Apartment in the Project, shall thereby acknowledge and agree that the Developer shall have the right to create additional commercial apartments and establish and designate new limited common elements as appurtenant thereto, and apportion common interests among the new commercial apartments and the existing Commercial Apartment as set forth herein, and to amend this Declaration, the Bylaws and the Condominium Map as may be necessary to reflect such addition and changes, all without the consent or joinder of the Owner of any Apartment (including the Commercial Apartment) or any Apartment purchaser, lienholder or any other person or entity whatsoever.

17.5 **Special Power of Attorney.** To the extent that the Developer determines that the joinder or consent of any Apartment Owner is necessary or advisable to confirm, effectuate or exercise any rights granted or reserved to the Developer in this paragraph 17, or to validate any act or thing done pursuant to such rights and reservations of the Developer, or to execute and record any instruments or amendments to any instruments (including, but not limited to, this Declaration, the Bylaws and/or the Condominium Map) such joinder or consent may be executed and given by the Developer as the attorney-in-fact for, and in the name and stead and on behalf of, such Apartment Owner. Each Apartment Owner, by acquiring or accepting the ownership of an Apartment or any other interest in the Project or any Apartment, thereby (i) appoints the Developer as such Owner's attorney-in-fact as aforesaid, such appointment being coupled with an interest and being irrevocable, and (ii) agrees that such Owner shall, promptly upon the Developer's request and for no further consideration, execute, acknowledge and deliver to the Developer such instruments as the Developer may require to evidence or confirm such joinder or consent.

18. **Amendment.**

18.1 **Amendments Generally.** Except as otherwise expressly provided herein or in the Act, this Declaration (and the Condominium Map) may be amended only by the affirmative vote or written consent of the Owners of Apartments in the Project to which are appurtenant seventy-five percent (75%) of the common interests, evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, which amendment shall be effective upon recordation in the Bureau; provided, however, that notwithstanding the foregoing provision, at any time prior to the first recording of a conveyance or transfer (other than for security) of an Apartment and its appurtenances to a party not a signatory hereto, the Developer may amend this Declaration (including all exhibits), the Bylaws and the Condominium Map in any manner, without the consent or joinder of any Apartment purchaser or any other party. Notwithstanding the lease, sale or conveyance of any of the Apartments, the Developer may amend this Declaration (and when applicable, any exhibits to this Declaration) and the Condominium Map to file the "as-built" verified statement 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 thereto filed fully and accurately depict the layout, location, Apartment numbers, and the dimensions of the Apartments as built, or (ii) so

long as the plans filed therewith involve only minor changes to the layout, location, or dimensions of the Apartments as built or any change in the Apartment number.

18.2 Amendments Required by Law, Lenders, Title Insurers, Etc. Any other provision of this Declaration notwithstanding, for so long as the Developer retains any interest in an Apartment in the Project, the Developer shall have the right (but not the obligation) to amend this Declaration and the Bylaws (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment. Each and every party acquiring an interest in the Project, by such acquisition, consents to the amendments described in this subparagraph 18.2 and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints the Developer and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties.

18.3 Mortgagee Approval. Except as otherwise provided in this Declaration, the approval of eligible mortgage holders (as defined below) on Apartments to which at least fifty-one percent (51%) of the votes of units subject to mortgages held by such eligible mortgage holders are allocated shall be required to materially amend any provision herein, or to add any material provisions hereto, which establish, provide for, govern or regulate any of the following: (a) voting rights; (b) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (c) reductions in reserves for maintenance, repair, and replacement of common elements; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the common elements or rights to their use; (f) redefinition of any Apartment boundaries; (g) convertibility of Apartments 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) hazard or fidelity insurance requirements; (j) imposition of any restrictions on the leasing of Apartments; (k) imposition of any restrictions on an Apartment Owner's right to sell or transfer his or her Apartment; (l) a decision by the Association to establish self-management if professional management has been required previously; (m) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified herein or in the Bylaws; or (n) any provisions that expressly benefit holders, insurers, or guarantors of first mortgages on Apartments in the Project. To qualify as an "eligible mortgage holder," a holder, insurer or guarantor of a first mortgage on an Apartment in the Project must have made a written request to the Association for timely written

notice of proposed amendments to the condominium instruments. The request must state the name and address of the holder, insurer or guarantor and the number of the Apartment covered by the mortgage. In the event that an eligible mortgage holder fails to appear at a meeting of the Association at which amendments of a material nature to this Declaration are proposed and considered, or fails to file a written response with the Association within thirty (30) days after it receives proper notice of the proposed amendment, delivered by certified or registered mail, with a "return receipt" requested, then and in any such event such amendments shall conclusively be deemed approved by such eligible mortgage holder.

18.4 **Termination of Condominium Property Regime.** Except as otherwise provided in the Act, no amendment to this Declaration which would allow any action to terminate the condominium property regime created hereby for reasons other than substantial destruction or condemnation shall be made without the prior written approval of not less than sixty-seven percent (67%) of the eligible mortgage holders.

18.5 **Restatement.** Any other provision of this Declaration notwithstanding, the Board, upon resolution duly adopted, shall have the authority as set forth in the Act to restate this Declaration from time to time to set forth any prior amendments hereto, or to amend this Declaration as required to conform with the provisions of the Act or any other statute, ordinance, rule or regulation enacted by any governmental authority.

19. **Consent of Holders of First Mortgages.** In addition to the foregoing provisions, except as otherwise provided herein or in the Act, and notwithstanding anything to the contrary contained in this Declaration and the Bylaws with respect to actions which may be taken by the Association, in case of condemnation or substantial loss to the Apartments or the common elements of the Project, unless at least two-thirds of the holders of first mortgages of Apartments of the Project (based on one vote for each first mortgage on an Apartment of the Project) or the Apartment Owners of the Project (other than the Developer) have given their prior written approval, the Association may not perform any of the following acts:

- (a) by act or omission seek to abandon or terminate the Project;
- (b) change the pro rata interest or obligations of any Apartment in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Apartment in the common elements;
- (c) partition or subdivide any Apartment (the provisions of this Declaration with respect to alteration of the Project are not a partition or subdivision within the meaning of this clause);
- (d) seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements by act or omission (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 and 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); or

(e) use hazard insurance proceeds for losses to any property of the Project (whether Apartments or common elements) for other than the repair, replacement, or reconstruction of the Project or any improvements thereon.

This paragraph 19 may not be amended without the prior written approval of not less than two-thirds of the holders of first mortgages of Apartments in the Project, based on one vote for each first mortgage of an Apartment in the Project.

20. Arbitration of Certain Disputes Involving the Developer or Development Team Members. In the event any dispute shall arise involving the Developer or the Developer's agents, architects, consultants, engineers, or representatives (the "Development Team Members") and one or more Apartment Owners or the Association arising out of or in any way connected with the design, development, construction, sales, marketing, financing, delivery of the Apartments, warranties, or any other activity relating to the Project, the claim shall be submitted for resolution in the City and County of Honolulu, State of Hawaii, by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall also be governed by the applicable provisions of Chapter 658A of the Hawaii Revised Statutes, as amended. If the parties cannot mutually agree upon a single arbitrator, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules. The arbitrator's decision shall be fully binding on all parties to the arbitration. The costs of the arbitration shall be borne equally (unless otherwise determined by the arbitrator) by the parties, except that each party shall (unless otherwise determined by the arbitrator) be responsible to pay its own attorneys' and witnesses' fees. No punitive or exemplary damages shall be awarded in any claim against the Developer or any Development Team Member. The provisions of this paragraph shall be effective and applicable in any claim against the Developer whether or not such claim be solely against the Developer, or against the Developer together with other parties, including Development Team Members. If any Apartment Owner or the Association brings a claim against the Developer together with other parties (including Development Team Members), and such other parties are unwilling and are not otherwise required to resolve the claim by arbitration, then the claim as to the Developer shall be submitted to arbitration as provided in this paragraph, and the Developer shall not be named as a defendant in any lawsuit which such Apartment Owner or the Association may file against such other parties based upon such claim. If (a) an Apartment Owner or the Association brings a claim against any third party (including any Development Team Member) who is unwilling and not otherwise required to submit to arbitration, and (b) such other party names the Developer as a third party defendant in any lawsuit involving such claim, and (c) the Apartment Owner or the Association has the right to assert the same claim directly against the Developer, then and in any such event, if the Developer so requests, the Apartment Owner or the Association shall (i) terminate its lawsuit against the third party without prejudice provided that such third party terminates its third party claim against the Developer and agrees to have the Apartment Owner's or the Association's claim resolved by arbitration, and (ii) bring the Apartment Owner's or Association's claim directly against the Developer and such other party, and submit such claim to arbitration pursuant to the terms of this paragraph.

21. **Mediation/Arbitration of Disputes Concerning the Act, this Declaration, the Bylaws or the Rules and Regulations.** If a dispute arises concerning or involving one or more Apartment Owners and the Association, the Board, the managing agent or one or more other Apartment Owner relating to the interpretation, application or enforcement of the Act or this Declaration, the Bylaws or the Rules and Regulations, the parties involved in such dispute shall first try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, at the request of any party, any remaining unresolved controversy, shall be submitted to arbitration as provided by Section 514A-121 of the Act. Nothing in this paragraph shall be interpreted to require the arbitration of any dispute which is either exempt from arbitration pursuant to Section 514A-121 of the Act or determined to be unsuitable for arbitration pursuant to Section 514A-122 of the Act.

22. **Arbitration of Other Disputes.**

22.1 **Disputes Covered by Arbitration.** Except for disputes, claims or controversies covered by paragraphs 20 and 21 of this Declaration, all disputes, claims or controversies (herein a "Matter") (a) involving the determination of whether a particular portion of the Project is a common element or a limited common element, or (b) involving the allocation of costs, expenses and charges of administration, operation, maintenance and repair (i) between common elements (exclusive of limited common elements) and limited common elements, or (ii) to a particular Apartment Owner, or (c) which otherwise is required to be resolved by arbitration pursuant to the provisions of this Declaration or the Bylaws, shall be submitted to and resolved by binding arbitration by the American Arbitration Association ("AAA") in accordance with this paragraph 22.

22.2 **Initiation of Arbitration.** Arbitration of any Matter shall be initiated by any party to the Matter making a written demand therefor by giving written notice thereof to the other parties to or affected by the Matter and by filing a copy of such demand with the AAA. If all of the Apartment Owners are to be parties to the Matter, or if the Association or the Board is to be a party to the Matter, then such notice need be given only to the President of the Board. If the Association, the Board or all of the Apartment Owners is or are a party to the arbitration, then the Board of Directors shall be the sole representative of such party in such arbitration proceedings. The foregoing representatives shall be empowered to make all decisions, without the need for any consultation with or notice to or approval of the party or Apartment Owners they represent, and such decision and actions shall be binding upon the party whom they represent.

The AAA shall have jurisdiction upon the giving of such notice and the filing of such demand. Any such arbitration shall be held in the City and County of Honolulu, State of Hawaii, and shall be conducted and completed in an expeditious manner and without delay. The holders of any mortgage on an Apartment shall be party to any arbitration of a Matter involving a matter which requires the consent or approval of the holders of such Mortgage.

22.3 Conduct of the Arbitration. Unless otherwise agreed to in writing by the parties to the arbitration (the "Disputing Parties"), within twenty (20) days after the notice demanding arbitration has been given, the Disputing Parties shall jointly designate one arbitrator to resolve the Matter. If the parties fail to designate the arbitrator within such time period, an arbitrator shall be appointed in accordance with the procedures set forth in the applicable AAA rules, provided, however, that in any event, such arbitrator shall be experienced as to the accounting, design, construction and/or operation, as the Matter requires, of comparable condominium projects in the State of Hawaii. Except where contrary to the provisions set forth in this Declaration, the Condominium Property Regime Rules on Arbitration of the AAA shall apply to the arbitration of any Matter. During the twenty (20) day time period referenced above, the Disputing Parties may agree in writing to any additions, deletions or changes to the applicable arbitration rules.

The arbitrator shall commence hearings within sixty (60) days of selection, unless the Disputing Parties or the arbitrator agree upon an expedited or delayed schedule of hearings. Prior to the hearings any Disputing Party may send out requests to compel document production from the other Disputing Parties. Disputes concerning the scope of document production and enforcement of the document requests shall be subject to agreement by such Disputing Parties or may be ordered by the arbitrator. The arbitrator may obtain independent legal counsel or other professional consultants to the extent reasonably necessary to the fair resolution of the Matter and to the extent that it is economical to do so considering the financial consequences of the Matter. If any Disputing Party fails or refuses to appear at and participate in an arbitration hearing after due notice, then to the extent permissible under law, the arbitrator may hear and determine the Matter upon evidence produced by the appearing Disputing Parties. The arbitration costs shall, unless otherwise determined by the arbitrator, be borne in equal shares by each of the Disputing Parties, except that each Disputing Party shall, unless otherwise determined by the arbitrator, be responsible for its own expenses. The arbitrator shall have the power to require the non-prevailing Disputing Parties to pay for all or a portion of the costs and expenses otherwise payable by the prevailing Disputing Parties, including the arbitration costs and expenses incurred by the prevailing Disputing Parties and attorneys' fees. If the Board or the Association or all of the Apartment Owners is or are a Disputing Party, then the costs and expenses payable by such Disputing Party shall be a common expense.

22.4 Performance Pending Arbitration. Unless otherwise agreed in writing, the Disputing Parties shall continue to perform all obligations and make all payments due under this Declaration and the Bylaws in accordance with the decision of the Board during the course of any arbitration constituted or conducted under the provisions of this paragraph 22. The obligation of the Disputing Parties to continue performance and make payments despite the existence of an arbitration hereunder shall be enforceable by any party to the Matter by application to any court of competent jurisdiction for an injunctive order requiring the immediate performance of such obligations as provided in the preceding sentence until such time as any Matter is resolved pursuant to this paragraph 22.

22.5 Enforcement. With respect to any Matter subject to arbitration under this paragraph 22 it is agreed that the arbitration provisions of this paragraph 22 shall be the sole recourse and remedy of the Association, the Board and the Apartment Owners, and shall be to

the exclusion of all rights and remedies otherwise available at law or in equity. Notwithstanding any other provisions of this Declaration, the foregoing obligation to arbitrate shall be specifically enforceable. Any award of the arbitrators shall be final and binding upon the Disputing Parties, and judgment thereon may be entered by any court having jurisdiction.

22.6 **Retroactivity.** Notwithstanding the submission of any Matter to arbitration, and notwithstanding the arbitrator's decision, no Disputing Party, unless otherwise agreed to by all of the Disputing Parties, shall be permitted to make any adjustments to or require the payment, credit or reimbursement of any money with respect to, any assessments which may have been levied by the Board for any calendar year which is two (2) or more calendar years prior to the calendar year in which written demand for arbitration is made. For example, if the written demand for arbitration is made in calendar year 2008, then unless otherwise agreed to by all of the Disputing Parties, no adjustments can be made to, and no payment, credit or reimbursement can be made with respect to, any assessments which were levied by the Board for calendar year 2006 or any prior calendar year.

23. **Developer's Repurchase Rights.** The Developer hereby reserves the right to repurchase an Apartment from an Apartment Owner for a period of ten (10) years from the date of recordation of the Deed conveying the Apartment to the Owner, provided, however, that the Developer may exercise this right *if and only if* the Owner of the Apartment shall have made a complaint to the Developer about the physical condition and/or design of the Apartment or the Project and the Developer, after a good faith and diligent effort, shall be unable to rectify the matters complained about to the Apartment Owner's satisfaction within a reasonable period of time, as determined by the Developer in its sole discretion. The exercise of the Developer's repurchase rights shall be subject to the following terms and conditions:

23.1 **Notice.** Developer shall give the Apartment Owner and the Owner's mortgagee (if any) written notice of the Developer's election to exercise its right to repurchase the Owner's Apartment.

23.2 **Closing.** The closing of the purchase shall be no earlier than six (6) months nor later than nine (9) months from the date of delivery of Developer's written notice of its election to exercise its repurchase right. Closing costs shall be apportioned between the Apartment Owner and the Developer in accordance with customary practice in the State of Hawaii.

23.3 **Purchase Price.** The purchase price for the Apartment shall be a price equal to the aggregate of (i) the price (the "Price") at which the Apartment Owner purchased the Apartment, (ii) the cost of any improvements added by the Owner to the Apartment, and (iii) five percent (5%) per annum simple interest on the portion of the Price the Owner paid in cash from time to time for the Apartment, computed from the date such amount was paid until the date that title to the Apartment is transferred to the Developer. The purchase price for the Apartment shall be paid in cash at closing.

23.4 **Appliances and Fixtures.** All appliances and fixtures originally sold with the Apartment (or their replacements) shall remain in the Apartment at the date of closing and shall be part of the property purchased by the Developer.

23.5 **Successors and Assigns.** Except as otherwise provided herein, the Developer's repurchase rights shall be binding upon each and every Apartment Owner and such Owner's heirs, personal representatives, successors and assigns. The Developer's repurchase rights shall automatically transfer to and inure to the benefit of any person or entity who expressly acquires all of the rights and interests of the Developer under this Declaration.

23.6 **Mortgage Protection.** The Developer's right to repurchase an Apartment shall be subordinate to the interest of any mortgagee of record of the Apartment. The Developer shall not exercise its right to repurchase an Apartment if prior to or within sixty (60) days of giving notice to the Apartment Owner and the Owner's mortgagee of the Developer's intent to exercise its repurchase right, the mortgagee has commenced a foreclosure action against the Apartment. Notwithstanding the formula for calculating the purchase price set forth in subparagraph 23.3 above, if the Apartment to be repurchased is subject to a purchase money mortgage, the purchase price shall, at a minimum, be sufficient to enable the Apartment Owner to repay such purchase money mortgage at closing. The Developer's right to repurchase an Apartment shall be automatically extinguished upon any transfer of title to the Apartment to a mortgage holder or other party pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced, or when a mortgage is assigned to a federal housing agency. A mortgagee under a mortgage covering any interest in an Apartment prior to commencing mortgage foreclosure proceedings may notify the Developer in writing of (i) any default of the mortgagor under the mortgage within ninety (90) days after the occurrence of such default, and (ii) any intention of the mortgagee to foreclose the mortgage; provided that the mortgagee's failure to provide such written notice to the Developer shall not affect the mortgagee's rights under the mortgage.

24. **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.

25. **Security.** Neither the Developer nor the Association shall be considered in any way an insurer or guarantor of security within the Project and each Apartment Owner agrees not to hold the Developer or the Association liable for any loss or damage such Apartment Owner or anyone else may suffer by reason of a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Each Apartment Owner assumes all risk of injury, loss or damage that may arise due to a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. By acquiring an interest in an Apartment in the Project, each Apartment Owner acknowledges and agrees that neither the Developer nor the Association has made any representations or warranties, either express or implied, about any security measures at the Project and such Apartment Owner has not relied upon any such representations or warranties.

26. **Captions.** The head notes or captions of each paragraph are for convenience only and shall not be construed as enlarging, restricting, modifying or otherwise affecting the meaning or context thereof.


27. **Changes in Law.** In the event any change in the Act shall result in a conflict or inconsistency between the provisions of this Declaration and the Act, the provisions of the Act shall prevail.

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IN WITNESS WHEREOF, the Developer has executed this Declaration as of the 21st
day of October, 2005.

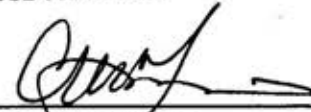
A&B KAKA'AKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By 

RICHARD B. STACK

Its VICE-PRESIDENT

By 

CHARLES W. LOOMIS

Its ASST. SECRETARY

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

On this 21ST day of OCTOBER, 2005, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara

AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/06

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

On this 21ST day of OCTOBER, 2005, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara

AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/06

EXHIBIT "A"

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 5716 to Piikoi Kamakee for Maria M. Cummins on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Land Patent (DPW) Grant Number 71 to Estrella M. Calhau, Royal Patent Grant Number 3182 to John Magoon, Royal Patent Grant Number 3183 to John Magoon and Deed: Territory of Hawaii to J. F. Bowler) situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, being LOT "A", being land bounded by Kawaiahao Street, Emily Street, Queen Street and South Street, and thus bounded and described as per survey dated July 26, 1990, to-wit:

Beginning at an "→" cut in concrete sidewalk at the west corner of this parcel of land, being on the east side of the intersection of Queen Street and South Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,583.97 feet south and 3,046.52 feet west, thence running by azimuths measured clockwise from true South:

1. Along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

225°	10'	58.5"	17.42	feet to an "+" cut in concrete sidewalk;
------	-----	-------	-------	--
2. 251° 00' 262.36 feet along the southeasterly side of South Street to an "→" cut in concrete sidewalk;
3. Thence along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

249°	08'	13"	58.39	feet to an "→" cut in concrete sidewalk;
------	-----	-----	-------	--
4. Thence along the south corner of the intersection of South Street and Kawaiahao Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

291°	53'	13"	28.09	feet to a spike;
------	-----	-----	-------	------------------
5. 336° 30' 289.59 feet along the southwesterly side of Kawaiahao Street to an "→" cut in concrete sidewalk;
6. Thence along the west corner of the intersection of Kawaiahao Street and Emily Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

14°	11'		24.45	feet to a pipe;
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Exhibit "A"

Page 1

7. 51° 52' 241.39 feet along the northwesterly side of Emily Street to an "→" cut in concrete sidewalk;

8. Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:
 - 98° 02' 15" 28.86 feet to an "→" cut in concrete sidewalk;

9. 144° 12' 30" 389.37 feet along the northeasterly side of Queen Street to a concrete nail;

10. Thence along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 25.00 feet, the azimuth and distance of the chord being:
 - 157° 17' 38" 11.32 feet to the point of beginning and containing an area of 117,340 square feet, more or less.

BEING THE PREMISES DESCRIBED IN QUITCLAIM DEED

GRANTOR : KAKAAKO M-P DEVELOPMENT, a Hawaii limited partnership

GRANTEE : A&B KAKAAKO LLC, a Hawaii limited liability company

DATED : August 25, 2004

RECORDED : Document No. 2004-173894

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in unrecorded SUPPLEMENT TO DEED dated July 31, 1989, by and between PARIS REALTY U.S.A., INC., a Hawaii corporation, and MM HAWAII INVESTMENT CORPORATION, a Hawaii corporation, as contained in DEED dated July 31, 1989, recorded in Liber 23469 at Page 731.

3. Any utility lines and easements thereto that may be existing and/or as reserved in DEED from MAGOON ESTATE, LIMITED, et al. to the CITY AND COUNTY OF HONOLULU dated September 15, 1930, recorded in Liber 1057 at Page 316, as well as noted in Resolution No. 88-465 of the CITY COUNCIL of the CITY AND COUNTY OF HONOLULU, approved April 11, 1990.

4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Resolution No. 90-116 of the CITY COUNCIL of the CITY AND COUNTY OF HONOLULU adopted April 4, 1990.

The foregoing includes, but is not limited to, the following:

“provided further that the approval granted herein be subject to the planting by MM Hawaii Development Corporation within the project site of a suitable Indian Banyan Tree, Ficus Benghalensis, and that the property owner shall consult with the Arborist Committee regarding the suitability, origin and removal, and manner of relocation of the tree in implementing this condition.”

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : AGREEMENT

DATED : August 12, 1992

RECORDED : Document No. 92-137183

PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY,
STATE OF HAWAII, “HCDA”, and KAKAAKO M-P
DEVELOPMENT, a Hawaii limited partnership, “KMPD”

RE : development

-- END OF EXHIBIT “A” --

EXHIBIT "B"

The Project contains twenty-seven (27) different types of Residential Apartments (including some reverse plans), designated in the Declaration and on the Condominium Map as Types 1M, 1M-R, 1CM, 1CM-R, 1CO, 1CO-R, 2OA, 2OA-R, 2OB, 2OB-R, 2CEA, 2CEB, 2E, 2MA, 2MB, 2O, 2O-R, 2O-SL, 2O-SL-R, 2O-RL, 2O-RL-R, 2O-LL, 2O-LL-R, 3C, 3C-R, PHN-1 and PHN-1R. There are 352 Residential Apartments. The Project also includes a single Commercial Apartment designated herein and on the Condominium Map as "Commercial".

The Residential Apartments are located on floors numbered 6 through 43, inclusive (there is no floor numbered 13) and the Commercial Apartment is located on Parking Level 1. Floors numbered 6 through 43 contain varying numbers and types of Residential Apartments, as shown on the Condominium Map.

The first digit of each three-digit Apartment number and the first two digits of each four-digit Apartment number indicate the number of the Apartment's floor. For example, Apartment 601 is located on floor number 6, and Apartment 4301 is located on floor number 43.

The first digit of each Residential Apartment's Type indicates the number of bedrooms for that Apartment Type. For example, Apartments of Type 1M have one (1) bedroom, Apartments of type 2OA have two (2) bedrooms, and Apartments of Type 3C have three (3) bedrooms.

The different types of Apartments are more particularly described as follows:

TYPES 1M and 1M-R APARTMENTS: The Project contains five (5) Type 1M and five (5) Type 1M-R Apartments. Each Type 1M and 1M-R Apartment includes one (1) bedroom, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 1M and 1M-R Apartment is 672 square feet.

TYPE 1CM and 1CM-R APARTMENTS: The Project contains fifteen (15) Type 1CM Apartments and fifteen (15) Type 1CM-R Apartments. Each Type 1CM and 1CM-R Apartment includes one (1) bedroom, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 1CM and 1CM-R Apartment is 686 square feet.

TYPE 1CO and 1CO-R APARTMENTS: The Project contains fifteen (15) Type 1CO Apartments and fifteen (15) Type 1CO-R Apartments. Each Type 1CO and 1CO-R Apartment includes one (1) bedroom, one (1) bathroom, a kitchen, a living/dining area and a den. The approximate net living area of each Type 1CO and 1CO-R Apartment is 673 square feet.

TYPE 2OA and 2OA-R APARTMENTS: The Project contains five (5) Type 2OA Apartments and five (5) Type 2OA-R Apartments. Each Type 2OA and 2OA-R Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2OA and 2OA-R Apartment is 876 square feet.

TYPE 2OB and 2OB-R APARTMENTS: The Project contains five (5) Type 2OB Apartments and five (5) Type 2OB-R Apartments. Each Type 2OB and 2OB-R Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2OB and 2OB-R Apartment is 881 square feet.

TYPE 2CEA APARTMENTS: The Project contains five (5) Type 2CEA Apartments. Each Type 2CEA Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2CEA Apartment is 780 square feet.

TYPE 2CEB APARTMENTS: The Project contains five (5) Type 2CEB Apartments. Each Type 2CEB Apartment includes two (2) bedrooms, one (1) bathroom, a kitchen and a living/dining area. The approximate net living area of each Type 2CEB Apartment is 785 square feet.

TYPE 2E APARTMENTS: The Project contains thirty (30) Type 2E Apartments. Each Type 2E Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2E Apartment is 1,045 square feet.

TYPE 2MA APARTMENTS: The Project contains thirty (30) Type 2MA Apartments. Each Type 2MA Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2MA Apartment is 953 square feet.

TYPE 2MB APARTMENTS: The Project contains thirty (30) Type 2MB Apartments. Each Type 2MB Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2MB Apartment is 934 square feet.

TYPE 2O and 2O-R APARTMENTS: The Project contains twenty-seven (27) Type 2O and twenty-seven (27) Type 2O-R Apartments. Each Type 2O and 2O-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen and a living/dining area. The approximate net living area of each Type 2O and 2O-R Apartment is 1,022 square feet.

TYPE 2O-SL and 2O-SL-R APARTMENTS: The Project contains sixteen (16) Type 2O-SL and sixteen (16) Type 2O-SL-R Apartments. Each Type 2O-SL and 2O-SL-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining area and a lanai. The approximate net living area of each Type 2O-SL and 2O-SL-R Apartment is 993 square feet and the approximate lanai area of each Type 2O-SL and 2O-SL-R Apartment is 86 square feet for a combined area (net living and lanai) of approximately 1,079 square feet.

TYPE 2O-RL and 2O-RL-R APARTMENTS: The Project contains eleven (11) Type 2O-RL and eleven (11) Type 2O-RL-R Apartments. Each Type 2O-RL and 2O-RL-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining area and a lanai. The approximate net living area of each Type 2O-RL and 2O-RL-R Apartment is 1,022 square feet.

and the approximate lanai area of each Type 2O-RL and 2O-RL-R Apartment is 116 square feet for a combined area (net living and lanai) of approximately 1,138 square feet.

TYPE 2O-LL and 2O-LL-R APARTMENTS: The Project contains eight (8) Type 2O-LL and eight (8) Type 2O-LL-R Apartments. Each Type 2O-LL and 2O-LL-R Apartment includes two (2) bedrooms, two (2) bathrooms, a kitchen, a living/dining area and a lanai. The approximate net living area of each Type 2O-LL and 2O-LL-R Apartment is 1,022 square feet and the approximate lanai area of each Type 2O-LL and 2O-LL-R Apartment is 58 square feet for a combined area (net living and lanai) of approximately 1,080 square feet.

TYPE 3C and 3C-R APARTMENTS: The Project contains eighteen (18) Type 3C and eighteen (18) Type 3C-R Apartments. Each Type 3C and 3C-R Apartment includes three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining area, a den and a lanai. The approximate net living area of each Type 3C and 3C-R Apartment is 1,402 square feet and the approximate lanai area of each Type 3C and 3C-R Apartment is 96 square feet for a combined area (net living and lanai) of approximately 1,498 square feet.

TYPE PHN-1 and PHN-1R APARTMENTS:

The Project contains one (1) Type PHN-1 Apartment and one (1) Type PHN-1R Apartment. Each Type PHN-1 and PHN-1R Apartment includes two (2) bedrooms, two and one-half (2.5) bathrooms, a kitchen, a living room, a dining room, a den and a lanai. The approximate net living area of the PHN-1 and PHN-1R Apartments is 2,235 square feet each and the approximate lanai area of the Type PHN-1 and PHN-1R Apartments is 280 square feet each for a combined area (net living and lanai) of approximately 2,515 square feet for each Apartment.

COMMERCIAL APARTMENT:

The Project contains one (1) Commercial Apartment. The Commercial Apartment consists of two unfinished spaces separated by a corridor and located on Parking Level 1 of the Building. The boundaries of the Commercial Apartment are more particularly described in paragraph 3.6 of this Declaration. The approximate net floor area of the Commercial Apartment is 7,683 square feet.

EXHIBIT "C"

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
601	1CM	686	--	5037*	0.1964%
602	1CO	673	--	5036*	0.1927%
603	2OA	876	--	4145*	0.2508%
604	1M	672	--	4125*	0.1924%
605	2OB	881	--	4144*	0.2522%
606	2CEA	780	--	4143*	0.2233%
607	2OB-R	881	--	4132*	0.2522%
608	2CEB	785	--	4117*	0.2248%
609	1M-R	672	--	4124*	0.1924%
610	2OA-R	876	--	4118*	0.2508%
611	1CO-R	673	--	5044*	0.1927%
612	1CM-R	686	--	4123*	0.1964%
701	1CM	686	--	5045*	0.1964%
702	1CO	673	--	5085*	0.1927%
703	2OA	876	--	4131*	0.2508%
704	1M	672	--	4126*	0.1924%
705	2OB	881	--	4130*	0.2522%
706	2CEA	780	--	4129*	0.2233%
707	2OB-R	881	--	4133*	0.2522%
708	2CEB	785	--	4134*	0.2248%
709	1M-R	672	--	4127*	0.1924%
710	2OA-R	876	--	4128*	0.2508%
711	1CO-R	673	--	5084*	0.1927%
712	1CM-R	686	--	4122*	0.1964%
801	1CM	686	--	5083*	0.1964%
802	1CO	673	--	5082*	0.1927%
803	2OA	876	--	4142*	0.2508%
804	1M	672	--	5046*	0.1924%
805	2OB	881	--	4119*	0.2522%
806	2CEA	780	--	4120*	0.2233%
807	2OB-R	881	--	4121*	0.2522%
808	2CEB	785	--	4141*	0.2248%
809	1M-R	672	--	4138*	0.1924%
810	2OA-R	876	--	4135*	0.2508%
811	1CO-R	673	--	5047*	0.1927%
812	1CM-R	686	--	4137*	0.1964%
901	1CM	686	--	5075*	0.1964%
902	1CO	673	--	5071*	0.1927%
903	2OA	876	--	4140*	0.2508%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
904	1M	672	--	5061*	0.1924%
905	2OB	881	--	4139*	0.2522%
906	2CEA	780	--	4136*	0.2233%
907	2OB-R	881	--	C5009*	0.2522%
908	2CEB	785	--	C5012*	0.2248%
909	1M-R	672	--	C5011*	0.1924%
910	2OA-R	876	--	C5010*	0.2508%
911	1CO-R	673	--	3137	0.1927%
912	1CM-R	686	--	C5008*	0.1964%
1001	1CM	686	--	5080*	0.1964%
1002	1CO	673	--	4097	0.1927%
1003	2OA	876	--	5096*	0.2508%
1004	1M	672	--	099*	0.1924%
1005	2OB	881	--	5007*	0.2522%
1006	2CEA	780	--	5087*	0.2233%
1007	2OB-R	881	--	C5086*	0.2522%
1008	2CEB	785	--	5059*	0.2248%
1009	1M-R	672	--	C5060*	0.1924%
1010	2OA-R	876	--	5093*	0.2508%
1011	1CO-R	673	--	5107*	0.1927%
1012	1CM-R	686	--	5106*	0.1964%
1101	1CM	686	--	5070*	0.1964%
1102	1CO	673	--	5049	0.1927%
1103	2O	1,022	--	5078*, 5079*	0.2926%
1104	2MA	953	--	C5001*, 5002*	0.2729%
1105	2O-R	1,022	--	5003*, 5004*	0.2926%
1106	2O	1,022	--	5005*, 5006*	0.2926%
1107	2E	1,045	--	5092*	0.2992%
1108	2MB	934	--	5091*	0.2674%
1109	2O-R	1,022	--	5097*, 5098*	0.2926%
1110	1CO-R	673	--	5072*	0.1927%
1111	1CM-R	686	--	5105*	0.1964%
1201	1CM	686	--	5104*	0.1964%
1202	1CO	673	--	5103*	0.1927%
1203	2O	1,022	--	5062*, 5063*	0.2926%
1204	2MA	953	--	T5066*, T5054	0.2729%
1205	2O-R	1,022	--	5108*, 5109*	0.2926%
1206	2O	1,022	--	C5019*, 5020*	0.2926%
1207	2E	1,045	--	5090*	0.2992%
1208	2MB	934	--	5089*	0.2674%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1209	2O-R	1,022	--	C5111*, 5110*	0.2926%
1210	1CO-R	673	--	5102*	0.1927%
1211	1CM-R	686	--	5101*	0.1964%
1401	1CM	686	--	5100*	0.1964%
1402	1CO	673	--	5077*	0.1927%
1403	2O	1,022	--	5095*, C5094*	0.2926%
1404	2MA	953	--	5064*, 5065*	0.2729%
1405	2O-R	1,022	--	T5067*, T5053	0.2926%
1406	2O	1,022	--	T5068*, T5052	0.2926%
1407	2E	1,045	--	5088*	0.2992%
1408	2MB	934	--	5042*	0.2674%
1409	2O-R	1,022	--	T5069*, T5051	0.2926%
1410	1CO-R	673	--	5021*	0.1927%
1411	1CM-R	686	--	5022*	0.1964%
1501	3C	1,402	96	2064, 2065	0.4014%
1502	2O	1,022	--	T5076*, T5050	0.2926%
1503	2MA	953	--	5073*, 5074*	0.2729%
1504	2O-R	1,022	--	5055, 5056	0.2926%
1505	2O	1,022	--	5023*, 5024*	0.2926%
1506	2E	1,045	--	5015*	0.2992%
1507	2MB	934	--	5014*	0.2674%
1508	2O-R	1,022	--	5025*, 5026*	0.2926%
1509	3C-R	1,402	96	2032, C2031	0.4014%
1601	1CM	686	--	5048	0.1964%
1602	1CO	673	--	3113	0.1927%
1603	2O	1,022	--	5027*, 5028*	0.2926%
1604	2MA	953	--	5029*, 5030*	0.2729%
1605	2O-R	1,022	--	5031*, 5032*	0.2926%
1606	2O	1,022	--	5033*, 5034*	0.2926%
1607	2E	1,045	--	5013*	0.2992%
1608	2MB	934	--	5016*	0.2674%
1609	2O-R	1,022	--	T4047, T4081	0.2926%
1610	1CO-R	673	--	2152	0.1927%
1611	1CM-R	686	--	5081*	0.1964%
1701	1CM	686	--	5035*	0.1964%
1702	1CO	673	--	3136	0.1927%
170	2O	1,022	--	T4049, T4079	0.2926%
1704	2MA	953	--	C2094, 2093	0.2729%
1705	2O-R	1,022	--	T4052, T4076	0.2926%
1706	2O	1,022	--	2160, 2159	0.2926%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1707	2E	1,045	--	5017*	0.2992%
1708	2MB	934	--	5018*	0.2674%
1709	2O-R	1,022	--	T4050, T4078	0.2926%
1710	1CO-R	673	--	2157	0.1927%
1711	1CM-R	686	--	2158	0.1964%
1801	1CM	686	--	3126	0.1964%
1802	1CO	673	--	3129	0.1927%
1803	2O	1,022	--	T4051, T4077	0.2926%
1804	2MA	953	--	C2105, 2106	0.2729%
1805	2O-R	1,022	--	T4053, T4070	0.2926%
1806	2O	1,022	--	T2095, T2131	0.2926%
1807	2E	1,045	--	C3096, 3095	0.2992%
1808	2MB	934	--	5058*	0.2674%
1809	2O-R	1,022	--	T2100, T2126	0.2926%
1810	1CO-R	673	--	4108	0.1927%
1811	1CM-R	686	--	3118	0.1964%
1901	1CM	686	--	3003	0.1964%
1902	1CO	673	--	4013	0.1927%
1903	2O-SL	993	86	2156, 2155	0.2843%
1904	2MA	953	--	C2026, 2025	0.2729%
1905	2O-SL-R	993	86	2150, 2151	0.2843%
1906	2O-SL	993	86	2153, 2154	0.2843%
1907	2E	1,045	--	3124, 3125	0.2992%
1908	2MB	934	--	5057*	0.2674%
1909	2O-SL-R	993	86	3127, 3128	0.2843%
1910	1CO-R	673	--	4007	0.1927%
191	1CM-R	686	--	4004	0.1964%
2001	1CM	686	--	2016	0.1964%
2002	1CO	673	--	2010	0.1927%
2003	2O-SL	993	86	3139, 3138	0.2843%
2004	2MA	953	--	T2101, T2120	0.2729%
2005	2O-SL-R	993	86	3135, 3134	0.2843%
2006	2O-SL	993	86	3133, 3132	0.2843%
2007	2E	1,045	--	3131, 3130	0.2992%
2008	2MB	934	--	5041*	0.2674%
2009	2O-SL-R	993	86	3111, 3112	0.2843%
2010	1CO-R	673	--	2087	0.1927%
2011	1CM-R	686	--	2074	0.1964%
2101	1CM	686	--	4089	0.1964%
2102	1CO	673	--	4039	0.1927%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2103	2O-SL	993	86	3114, 3115	0.2843%
2104	2MA	953	--	T2099, T2127	0.2729%
2105	2O-SL-R	993	86	3116, 3117	0.2843%
2106	2O-SL	993	86	3122, 3121	0.2843%
2107	2E	1045	--	3120, 3119	0.2992%
2108	2MB	934	--	5040*	0.2674%
2109	2O-SL-R	993	86	2148, 2149	0.2843%
2110	1CO-R	673	--	4060	0.1927%
2111	1CM-R	686	--	3038	0.1964%
2201	3C	1,402	96	A1025, 1087	0.4014%
2202	2O-SL	993	86	4015, 4014	0.2843%
2203	2MA	953	--	4006, 4005	0.2729%
2204	2O-SL-R	993	86	4003, 4002	0.2843%
2205	2O-SL	993	86	2022, 2021	0.2843%
2206	2E	1,045	--	2009, 2008	0.2992%
2207	2MB	934	--	5039*	0.2674%
2208	2O-SL-R	993	86	T3047, T3076	0.2843%
2209	3C-R	1,402	96	2033, 2034	0.4014%
2301	3C	1,402	96	2036, 2037	0.4014%
2302	2O	1,022	--	2020, 2019	0.2926%
2303	2MA	953	--	2018, 2017	0.2729%
2304	2O-R	1,022	--	2006, 2005	0.2926%
2305	2O	1,022	--	2003, 2004	0.2926%
2306	2E	1,045	--	3106, C3105	0.2992%
2307	2MB	934	--	5038*	0.2674%
2308	2O-R	1,022	--	3107, 3108	0.2926%
2309	3C-R	1,402	96	3079, 3080	0.4014%
2401	3C	1,402	96	1090, 1089	0.4014%
2402	2O	1,022	--	3109, 3110	0.2926%
2403	2MA	953	--	3001, 3002	0.2729%
2404	2O-R	1,022	--	3004, 3005	0.2926%
2405	2O	1,022	--	3019, 3018	0.2926%
2406	2E	1,045	--	4091, 4090	0.2992%
2407	2MB	934	--	5043*	0.2674%
2408	2O-R	1,022	--	4093, 4092	0.2926%
2409	3C-R	1,402	96	3077, 3078	0.4014%
2501	3C	1,402	96	1039, 1040	0.4014%
2502	2O	1,022	--	4095, 4094	0.2926%
2503	2MA	953	--	4085, 4086	0.2729%
2504	2O-R	1,022	--	4099, 4098	0.2926%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2505	2O	1,022	--	4101, 4100	0.2926%
2506	2E	1,045	--	4103, 4102	0.2992%
2507	2MB	934	--	4105, 4104	0.2674%
2508	2O-R	1,022	--	4107, 4106	0.2926%
2509	3C-R	1,402	96	1069, 1068	0.4014%
2601	1CM	686	--	3059	0.1964%
2602	1CO	673	--	1041	0.1927%
2603	2O	1,022	--	4110, 4109	0.2926%
2604	2MA	953	--	4112, 4111	0.2729%
2605	2O-R	1,022	--	4114, 4113	0.2926%
2606	2O	1,022	--	4116, 4115	0.2926%
2607	2E	1,045	--	2076, 2075	0.2992%
2608	2MB	934	--	C3012, 3013	0.2674%
2609	2O-R	1,022	--	2078, 2077	0.2926%
2610	1CO-R	673	--	1088	0.1927%
2611	1CM-R	686	--	1058	0.1964%
2701	3C	1,402	96	1070, 1071	0.4014%
2702	2O-SL	993	86	2080, 2079	0.2843%
2703	2MA	953	--	2082, 2081	0.2729%
2704	2O-SL-R	993	86	2084, 2083	0.2843%
2705	2O-SL	993	86	2086, 2085	0.2843%
2706	2E	1,045	--	C1014, 1013	0.2992%
2707	2MB	934	--	2141, 2140	0.2674%
2708	2O-SL-R	993	86	2143, 2142	0.2843%
2709	3C-R	1,402	96	1060, 1061	0.4014%
2801	3C	1,402	96	3036, 3037	0.4014%
2802	2O-SL	993	86	2145, 2144	0.2843%
2803	2MA	953	--	2147, 2146	0.2729%
2804	2O-SL-R	993	86	3086, 3085	0.2843%
2805	2O-SL	993	86	3088, 3087	0.2843%
2806	2E	1,045	--	C3032, 3033	0.2992%
2807	2MB	934	--	3090, 3089	0.2674%
2808	2O-SL-R	993	86	3092, 3091	0.2843%
2809	3C-R	1,402	96	3034, 3035	0.4014%
2901	3C	1,402	96	3040, 3039	0.4014%
2902	2O-SL	993	86	3014, 3015	0.2843%
2903	2MA	953	--	4016, 4017	0.2729%
2904	2O-SL-R	993	86	3098, C3097	0.2843%
2905	2O-SL	993	86	3016, 3017	0.2843%
2906	2E	1,045	--	3102, 3101	0.2992%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2907	2MB	934	--	3104, 3103	0.2674%
2908	2O-SL-R	993	86	1001, 1002	0.2843%
2909	3C-R	1,402	96	3055, 3056	0.4014%
3001	3C	1,402	96	1056, 1057	0.4014%
3002	2O-SL	993	86	1045, 1044	0.2843%
3003	2MA	953	--	1047, 1046	0.2729%
3004	2O-SL-R	993	86	1049, 1048	0.2843%
3005	2O-SL	993	86	1011, 1012	0.2843%
3006	2E	1,045	--	3081, C3082	0.2992%
3007	2MB	934	--	1053, 1052	0.2674%
3008	2O-SL-R	993	86	1055, 1054	0.2843%
3009	3C-R	1,402	96	3021, 3020	0.4014%
3101	3C	1,402	96	3023, 3022	0.4014%
3102	2O	1,022	--	4037, C4038	0.2926%
3103	2MA	953	--	C4087, 4088	0.2729%
3104	2O-R	1,022	--	1003, 1004	0.2926%
3105	2O	1,022	--	4035, 4036	0.2926%
3106	2E	1,045	--	3042, C3041	0.2992%
3107	2MB	934	--	C4041, 4040	0.2674%
3108	2O-R	1,022	--	4083, 4084	0.2926%
3109	3C-R	1,402	96	3044, 3043	0.4014%
3201	3C	1,402	96	3030, 3031	0.4014%
3202	2O-RL	1,022	116	3099, 3100	0.2926%
3203	2MA	953	--	4063, 4064	0.2729%
3204	2O-R	1,022	--	4019, 4018	0.2926%
3205	2O	1,022	--	4021, 4020	0.2926%
3206	2E	1,045	--	4023, 4022	0.2992%
3207	2MB	934	--	4058, 4059	0.2674%
3208	2O-RL-R	1,022	116	4066, 4065	0.2926%
3209	3C-R	1,402	96	1073, 1072	0.4014%
3301	3C	1,402	96	1037, 1038	0.4014%
3302	2O-RL	1,022	116	4068, C4067	0.2926%
3303	2MA	953	--	4054, C4055	0.2729%
3304	2O-R	1,022	--	4025, C4024	0.2926%
3305	2O	1,022	--	4027, C4026	0.2926%
3306	2E	1,045	--	4043, 4042	0.2992%
3307	2MB	934	--	4030, 4031	0.2674%
3308	2O-RL-R	1,022	116	4045, 4044	0.2926%
3309	3C-R	1,402	96	1084, 1085	0.4014%
3401	3C	1,402	96	3024, 3025	0.4014%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3402	2O-RL	1,022	116	4028, 4029	0.2926%
3403	2MA	953	--	4033, 4034	0.2729%
3404	2O-R	1,022	--	2072, 2073	0.2926%
3405	2O	1,022	--	2138, 2139	0.2926%
3406	2E	1,045	--	2136, C2137	0.2992%
3407	2MB	934	--	2134, 2135	0.2674%
3408	2O-RL-R	1,022	116	2132, 2133	0.2926%
3409	3C-R	1,402	96	1016, 1015	0.4014%
3501	3C	1,402	96	3028, 3029	0.4014%
3502	2O-RL	1,022	116	2090, 2088	0.2926%
3503	2MA	953	--	C1080, 1081	0.2729%
3504	2O-LL-R	1,022	58	2070, 2071	0.2926%
3505	2O-LL	1,022	58	2092, 2091	0.2926%
3506	2E	1,045	--	2068, 2069	0.2992%
3507	2MB	934	--	C1035, 1036	0.2674%
3508	2O-RL-R	1,022	116	2066, 2067	0.2926%
3509	3C-R	1,402	96	3027, 3026	0.4014%
3601	3C	1,402	96	3074, 3075	0.4014%
3602	2O-RL	1,022	116	2001, 2002	0.2926%
3603	2MA	953	--	C3046, 3045	0.2729%
3604	2O-LL-R	1,022	58	2115, 2114	0.2926%
3605	2O-LL	1,022	58	2112, 2113	0.2926%
3606	2E	1,045	--	C1021, 1022	0.2992%
3607	2MB	934	--	1031, C1032	0.2674%
3608	2O-RL-R	1,022	116	2109, 2110	0.2926%
3609	3C-R	1,402	96	3049, 3048	0.4014%
3701	3C	1,402	96	1017, 1018	0.4014%
3702	2O-RL	1,022	116	2107, 2108	0.2926%
3703	2MA	953	--	2024, 2023	0.2729%
3704	2O-LL-R	1,022	58	3083, 3084	0.2926%
3705	2O-LL	1,022	58	2027, 2028	0.2926%
3706	2E	1,045	--	2029, 2030	0.2992%
3707	2MB	934	--	3061, 3060	0.2674%
3708	2O-RL-R	1,022	116	3062, C3063	0.2926%
3709	3C-R	1,402	96	103 , 1034	0.4014%
3801	3C	1,402	96	1074, 1075	0.4014%
3802	2O-RL	1,022	116	4071, 4069	0.2926%
3803	2MA	953	--	4073, 4072	0.2729%
3804	2O-LL-R	1,022	58	4075, 4074	0.2926%
3805	2O-LL	1,022	58	2118, 2119	0.2926%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3806	2E	1,045	--	2123, 2122	0.2992%
3807	2MB	934	--	2125, 2124	0.2674%
3808	2O-RL-R	1,022	116	2129, 2128	0.2926%
3809	3C-R	1,402	96	1019, 1020	0.4014%
3901	3C	1402	96	1029, 1030	0.4014%
3902	2O-RL	1,022	116	3064, 3065	0.2926%
3903	2MA	953	--	3069, 3068	0.2729%
3904	2O-LL-R	1,022	58	3071, 3070	0.2926%
3905	2O-LL	1,022	58	3073, 3072	0.2926%
3906	2E	1,045	--	1066, 1067	0.2992%
3907	2MB	934	--	1064, 1065	0.2674%
3908	2O-RL-R	1,022	116	1062, 1063	0.2926%
3909	3C-R	1,402	96	4082, TC4048, TC4080	0.4014%
4001	2O-RL	1,022	116	2045, 2046	0.2926%
4002	2MA	953	--	2043, 2044	0.2729%
4003	2O-LL-R	1,022	58	2048, 2047	0.2926%
4004	2O-LL	1,022	58	2050, 2049	0.2926%
4005	2E	1,045	--	2052, 2051	0.2992%
4006	2MB	934	--	2041, 2042	0.2674%
4007	2O-RL-R	1,022	116	2054, 2053	0.2926%
4101	2O-RL	1,022	116	2056, 2055	0.2926%
4102	2MA	953	--	2039, 2040	0.2729%
4103	2O-LL-R	1,022	58	2058, 2057	0.2926%
4104	2O-LL	1,022	58	2059, 2060	0.2926%
4105	2E	1,045	--	T1059, T1076	0.2992%
4106	2MB	934	--	1083, 1082	0.2674%
4107	2O-RL-R	1,022	116	2061, 2062	0.2926%
4201	2O-RL	1,022	116	2103, 2102	0.2926%
4202	2O-LL-R	1,022	58	2098, 2097	0.2926%
4203	2O-LL	1,022	58	1027, 1028	0.2926%
4204	2O-RL-R	1,022	116	1023, 1024	0.2926%
4301	PHN-1	2,235	280	T3066, T3050, 3067	0.6399%
4302	PHN-1R	2,235	280	C1077, 1078, 1079, 1005, C1006, C1007, @1008, C1009, C1010, C1042, 1043, 1050, 1051,	0.6399%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
(4302 Continued)				C1086, 2007, C2011, C2012, C2013, C2014, C2015, 2035, 2038, 2063, C2089, C2096, C2104, C2111, 2116, C2117, 2121, C2130, 3006, 3007, C3008, C3009, C3010, C3011, A3051, A3052, A3053, A3054, 3057, C3058, 3093, 3094, 3123, C4001, C4008, C4009, C4010, C4011, C4012, C4032, C4046, A4056, A4057, C4061, 4062, 4096	
C-1	Commercial	7,683	--	R101, R102, R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, R115, R116, R117, RC118, R119, R120, R121, RA122, RA123, RC124, R125, R126, R127, R128, R129, R130	2.2005%

TOTAL: 100.0000%

****APARTMENT AREAS**

The areas for the Residential Apartments reported above are "net living areas" measured in accordance with paragraph 3.2 of this Declaration. The area for the Commercial Apartment reported above is "net floor area" measured in accordance with paragraph 3.3 of this Declaration.

COMMON INTERESTS

The common interest for each Apartment was determined by dividing the Apartment's approximate net living (or floor) area (excluding lanais) by the approximate aggregate net living (and floor) area of all of the Apartments, then rounding the resulting fraction and converting the fraction into a percentage. The common interest appurtenant to the Commercial Apartment was increased by 0.0008% so that the aggregate common interest appurtenant to all of the Apartments equals 100%.

COMMON ELEMENT AND LIMITED COMMON ELEMENT PARKING STALLS

Assigned parking stalls whose numbers are followed by an "*" are uncovered or partially uncovered. All other assigned parking stalls are covered. The letter "C" preceding a parking stall number indicates a compact sized stall. The letter "T" preceding a parking stall number indicates a tandem stall. The letter "A" preceding a parking stall number indicates a handicap-accessible stall. All other stalls are standard sized.

In addition to the assigned limited common element parking stalls, the Project contains twenty-three (23) covered guest parking stalls located on Parking Level 3, and numbered G301 through G308, GA309 (which is a handicap accessible guest stall) and G310 through G323.

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartment and located in the vicinity of the Commercial Apartment and designated on the Condominium Map as "Loading", two (2) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101" and "L102", and one common element handicap-accessible parking stall reserved for the manager and other Association employees, designated on the Condominium Map as "A1026".

Apartment Owners may transfer assigned limited common element parking stalls pursuant to this Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of this Declaration, the Owner of an Apartment to which a handicap-accessible parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap-accessible stall.

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE July 26 2007 TIME 1:00 PM

DOCUMENT NO. 2007-133460

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 39

**AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND
BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I
AND
CONDOMINIUM MAP NO. 4101**

THIS AMENDMENT (this "Amendment") is made this 17th day of July, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Declaration"), the Developer submitted the land described in the Declaration (the "Land") and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Concurrently with recordation of the Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La'i dated

October 21, 2005, recorded as Document No. 2005-217083 (the "Bylaws") and filed in the Bureau Condominium Map No. 4101 for the Project (the "Condominium Map").

3. The Project currently contains three hundred fifty-two (352) residential apartments (the "Residential Apartments") and one (1) commercial apartment (the "Commercial Apartment"), as more particularly described in the Declaration and as shown on the Condominium Map.

4. Paragraph 17 of the Declaration discloses that the Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA"). Paragraph 17.4 of the Declaration discloses that the Project is being developed subject to a planned development agreement (the "Planned Development Agreement") by and between the Developer and the HCDA.

5. In order to comply with the requirements of the Planned Development Agreement, the Developer reserved the unilateral right in paragraph 17.4 of the Declaration to add commercial apartments to the Project, and to allocate the common interest appurtenant to the original Commercial Apartment to all resulting commercial apartments, without affecting any of the common interests appurtenant to the Residential Apartments, and to designate certain common elements as limited common elements appurtenant to the resulting commercial apartments; provided, that no common elements that are actually used by Owners of the Residential Apartments or are designated as limited common elements appurtenant to any of the Residential Apartments shall be affected by these changes.

6. The HCDA now requires that the Developer exercise its reserved rights under paragraph 17.4 of the Declaration to add commercial space to the Project by creating additional commercial apartments.

7. Paragraph 17.4 of the Declaration reserves to the Developer the unilateral right to amend the Declaration, the Bylaws and the Condominium Map as may be necessary to make the additions and changes to the Project contemplated by paragraph 17.4 and the Planned Development Agreement, all without the joinder or consent of the Owner of any Apartment or any Apartment purchaser, lienholder or any other person or entity whatsoever, and the Developer now wishes to exercise its rights to so amend the Declaration, Bylaws and the Condominium Map, as herein set forth.

8. In conjunction with the exercise of its rights under paragraph 17.4 of the Declaration, the Developer, as the current owner of all of the Apartments and 100% of the common interests in the Project, also wishes to amend the Declaration to reflect the addition of three new limited common element parking stalls and the renumbering and reassignment of some of the limited common element parking stalls originally assigned to some of the Apartments, as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights reserved to the Developer in the Declaration, the Developer hereby amends the Declaration, the Bylaws and the Condominium Map as follows:

II. AMENDMENTS.

A. Declaration. The Declaration is hereby amended as follows:

1. Paragraph 2 of the Declaration ("General Description of the Project") is hereby amended in all respects necessary or appropriate to reflect that the number of Commercial Apartments in the Project is increased from one (1) to four (4), and that the number of assigned limited common element parking stalls is increased from six hundred seventy-four (674) to six hundred seventy-seven (677), and that the number of unassigned common element parking stalls for guest parking is increased from twenty-three (23) to twenty-five (25). In all other respects paragraph 2 of the Declaration remains unchanged.

2. Paragraph 3.1 of the Declaration (under the general heading "The Apartments") is hereby amended in all respects necessary or appropriate to reflect that the number of freehold estates in the Apartments established by the Declaration is increased from three hundred fifty-three (353) to three hundred fifty-six (356) because of the addition of three new Commercial Apartments. In all other respects paragraph 3.1 of the Declaration remains unchanged.

3. Paragraph 3.3 of the Declaration (under the general heading "The Apartments") is hereby amended in its entirety to provide as follows:

3.3 The approximate areas of the Commercial Apartments set forth in Exhibit "C" are "net floor areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Commercial Apartments set forth in Exhibit "C" are not exact but are approximations based on the floor plans of the unimproved Commercial Apartments. The interiors of the Commercial Apartments may be configured differently than shown on the Condominium Map and the aggregate floor areas of the various spaces comprising the Commercial Apartments as so configured may be less than the net floor areas of the Commercial Apartments set forth in Exhibit "C".

4. The words "The Commercial Apartment" in the second sentence of paragraph 3.4 of the Declaration (under the general heading "The Apartments") are hereby amended to read "Each Commercial Apartment".

5. Paragraph 3.6 of the Declaration (under the general heading "The Apartments") is hereby amended in its entirety to provide as follows:

3.6 Each Commercial Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors and door frames in the perimeter walls, and (iv) all

fixtures originally installed therein. The Commercial Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls or the interior load-bearing walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Commercial Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through a Commercial Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as hereinafter provided.

6. Paragraph 5.5 (under the general heading "Limited Common Elements") is hereby amended in its entirety to provide as follows:

5.5 The Commercial Apartments shall have appurtenant thereto the following limited common elements:

(a) Each Commercial Apartment shall have appurtenant thereto as a limited common element the parking stall(s) assigned exclusively to such Commercial Apartment as shown on Exhibit "C" attached hereto and made a part hereof;

(b) Commercial Apartment C1 shall have appurtenant thereto as a limited common element the out-door trellis-covered area adjacent to Commercial Apartment C1 and designated on the Condominium Map as "C1 LCE";

(c) Commercial Apartment C4 shall have appurtenant thereto as a limited common element the out-door trellis-covered area adjacent to Commercial Apartment C4 and designated on the Condominium Map as "C4 LCE";

(d) The Commercial Apartments, as a group, shall have appurtenant thereto as limited common elements:

(i) All of the parking stalls assigned to the Commercial Apartments as a group, as shown on Exhibit "C" attached hereto and made a part hereof, and the two (2) loading stalls described in Exhibit "C" and designated on the Condominium Map as "L104" and "L105";

(ii) All of the floor surface area of Parking Level 1 that includes the parking stalls assigned to the Commercial Apartments and that is used or intended to be used for pedestrian and/or vehicular ingress and egress to and from the Commercial Apartments and their assigned parking stalls, including ramps, driveways, stairways and walkways that provide pedestrian and/or vehicular access to or from or otherwise serve only the Commercial Apartments and/or their assigned parking stalls; and

(iii) Any parking kiosk, gate or other facility on Parking Level 1 and pertaining only to the Commercial Apartments and their assigned parking stalls; and

(iv) The two restrooms located adjacent to the eastern boundary of Commercial Apartment C3 as shown on the Condominium Map; and

(v) All mechanical, electric or other utility or service rooms and equipment providing or relating to the provision of electrical, air-conditioning, water and other utility service only to the Commercial Apartments and their other appurtenant limited common elements.

7. The last sentence of the first full paragraph of Exhibit "B" attached to the Declaration and made a part thereof is hereby amended in its entirety to provide as follows:

The Project also includes four (4) Commercial Apartments designated herein and on the Condominium Map as C1, C2, C3 and C4.

8. The second full paragraph of Exhibit "B" attached to the Declaration is hereby amended in its entirety to provide as follows:

The Residential Apartments are located on floors numbered 6 through 43, inclusive (there is no floor numbered 13) and the Commercial Apartments are located on Parking Level 1. Floors numbered 6 through 43 contain varying numbers and types of Residential Apartments, as shown on the Condominium Map.

9. The last paragraph of Exhibit "B" attached to the Declaration and the heading "COMMERCIAL APARTMENT" are hereby amended in their entirety to provide as follows:

COMMERCIAL APARTMENTS:

The Project contains four (4) Commercial Apartments designated herein and on the Condominium Map as C1, C2, C3 and C4. The Commercial Apartments each consist of one unfinished space located on Parking Level 1 of the Building. Commercial Apartment C1 contains a net floor area of approximately 447 square feet. Commercial Apartment C2 contains a net floor area of approximately 4,164 square feet. Commercial Apartment C3 contains a net floor area of approximately 3,482 square feet. Commercial Apartment C4 contains a net floor area of approximately 514 square feet. The boundaries of the Commercial Apartments are more particularly described in paragraph 3.6 of this Declaration.

10. Exhibit "C" attached to the Declaration and made a part thereof is hereby amended and replaced in its entirety by the revised Exhibit "C" attached to this Amendment.

11. The Declaration is hereby further amended in all respects necessary to conform the Declaration with the changes to the Project described in this Amendment.

B. **Bylaws.** The Bylaws are hereby amended as follows:

1. Section 4.2(c) of the Bylaws is hereby amended in its entirety to provide as follows:

(c) At all times following the Association's first meeting, and commencing upon the election of the first Board of Directors, one director shall be elected by and from among the Owners of the Commercial Apartments, and the remaining eight directors shall be elected by and from among the Owners of the Residential Apartments.

2. Section 4.3 of the Bylaws is hereby amended in its entirety to provide as follows:

SECTION 4.3 Method of Electing the Board. Election of Directors shall be by cumulative voting by secret ballot at each annual meeting of the Apartment Owners and any special meeting called for that purpose; provided, however, that at any meeting at which Directors are to be elected, the requirement that voting for Directors be by secret ballot may be waived by the vote of a majority of those persons present and entitled to vote at such meeting. Only the Owners of the Residential Apartments shall be entitled to vote for the election of directors to fill the seats available to Residential Apartment Owners and only the Owners of the Commercial Apartments shall be entitled to vote for the election of directors to fill the seat available to Commercial Apartment Owners.

3. Section 4.4 of the Bylaws is hereby amended in its entirety to provide as follows:

SECTION 4.4 Term of Office. At the first annual meeting of the Apartment Owners, the term of office of the three (3) directors from the Residential Apartments receiving the greatest number of votes shall be fixed at three (3) years, the term of office of the three (3) directors from the Residential Apartments receiving the next greatest numbers of votes shall be fixed at two (2) years, and the term of office of the two (2) directors from the Residential Apartments receiving the next greatest numbers of votes shall be fixed at one (1) year. The term of office of the one director from the Commercial Apartments shall be fixed at one (1) year. After the expiration of the term of office of each of the initial elected members, each successor member of the Board shall be elected to serve for a term of three (3) years. Each member of the Board shall continue to

exercise the powers and duties of the office until his successor shall have been elected by the Apartment Owners.

4. Section 4.5 of the Bylaws is hereby amended in its entirety to provide as follows:

SECTION 4.5 Removal of Directors. At any regular or special meeting of Apartment Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Residential Apartment Owners (in the case of the removal of a director elected by and from among the Residential Apartment Owners) or by a majority of the Commercial Apartment Owners (in the case of the removal of the director elected by and from among the Commercial Apartment Owners) and a successor shall then and there be elected for the remainder of the term to fill the vacancy thus created; provided, however, that an individual Director from the Residential Apartments shall not be removed (unless all of the members of the Board from the Residential Apartments are removed) if Residential Owners having sufficient votes to elect one Director by cumulative voting present at such meeting shall vote against his removal. A member of the Board of Directors whose removal is proposed by the Apartment Owners shall be given an opportunity to be heard at the meeting. If such removal and replacement is to occur at a special meeting, the call for such meeting shall be by the President or by a petition to the Secretary or managing agent signed by not less than twenty-five percent (25%) of the Apartment Owners as shown in the Association's record of ownership; provided that if the Secretary or managing agent does not send out the notices for the special meeting within fourteen (14) days of receipt of the petition, the petitioners shall have the authority to set the time, date and place for the special meeting and to send out notices for the special meeting in accordance with the requirements for notice contained herein. Except as otherwise provided in the Act, such meeting for the removal from office and replacement of Directors shall be scheduled, noticed and conducted in accordance with these Bylaws. In addition, if any elected Director (or replacement Director previously selected by the Board) shall fail to attend four (4) consecutive meetings of the Board for any reason, the Board, by a vote of a majority of the other members, may remove him and select a replacement to serve his unexpired term.

5. Section 8.1(b) of the Bylaws (including the two un-numbered paragraphs that immediately precede section 8.2 of the Bylaws) is hereby amended in its entirety to provide as follows:

(b) Notwithstanding the foregoing, the Association shall be responsible for the maintenance and repair of:

(i) the limited common elements appurtenant to all of the Residential Apartments as a group more particularly described in paragraph 5.4 of the Declaration; and

(ii) the limited common elements appurtenant to all of the Commercial Apartments as a group more particularly described in paragraphs 5.5(d)(i), (ii), (iv) and (v) of the Declaration.

All costs and expenses of maintenance and repairs to the limited common elements described in paragraph 5.4 of the Declaration shall be paid by the Owners of the Residential Apartments, and each such Owner's share shall be determined by dividing the common interest appurtenant to such Owner's Residential Apartment by the aggregate common interests appurtenant to all Residential Apartments, and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common elements described in paragraph 5.4 of the Declaration. All costs and expenses of maintenance and repairs to the limited common elements described in paragraphs 5.5(d)(i), (ii), (iv) and (v) of the Declaration shall be paid by the Owners of the Commercial Apartments, and each such Owner's share shall be determined by dividing the common interest appurtenant to such Owner's Commercial Apartment by the aggregate common interests appurtenant to all Commercial Apartments, and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common elements described in paragraphs 5.5(d)(i), (ii), (iv) and (v) of the Declaration.

Notwithstanding the foregoing, in the event that one or more new commercial apartments and appurtenant limited common elements are added to the Project in accordance with the Developer's exercise of rights reserved to the Developer in paragraph 17.4 of the Declaration, all costs and expenses of maintenance and repairs to such new limited common elements shall be paid by the Owners of all of the commercial apartment(s) to which such limited common elements are appurtenant in accordance with the formula set forth in paragraph 6.3 of the Declaration.

6. The Bylaws are hereby further amended in all respects necessary to conform the Bylaws with the changes to the Project described in this Amendment.

C. **Condominium Map.** Condominium Map No. 4101 is hereby amended in its entirety and replaced with amended Condominium Map No. 4101 filed in the Bureau concurrently herewith and bearing the designation "Amended Condominium Map No. 4101" on the first sheet thereof. A reduced copy of Amended Condominium Map No. 4101 is attached to this Amendment following revised Exhibit "C". Also attached to this Amendment is a copy of an Architect's Certificate, the original of which is attached to the full-sized copy of Amended Condominium Map No. 4101 filed concurrently in the Bureau.

IN ALL OTHER RESPECTS the Declaration and Bylaws remain unchanged and the Declaration, Bylaws and Condominium Map, as herein amended, are hereby ratified and confirmed and remain in full force and effect.

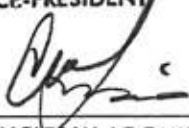
IN WITNESS WHEREOF, A&B has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Land Court.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By 

RICHARD B. STACK
Its **VICE-PRESIDENT**

By 

CHARLES W. LOOMIS
Its **ASST. SECRETARY**

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

On this 13th day of July, 2007, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

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

On this 13th day of July, 2007, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

EXHIBIT "C"

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
601	1CM	686	--	5039*	0.1964%
602	1CO	673	--	5038*	0.1927%
603	2OA	876	--	4144*	0.2508%
604	1M	672	--	4124*	0.1924%
605	2OB	881	--	4143*	0.2522%
606	2CEA	780	--	4142*	0.2233%
607	2OB-R	881	--	4131*	0.2522%
608	2CEB	785	--	4116*	0.2248%
609	1M-R	672	--	4123*	0.1924%
610	2OA-R	876	--	4117*	0.2508%
611	1CO-R	673	--	5046*	0.1927%
612	1CM-R	686	--	4122*	0.1964%
701	1CM	686	--	5047*	0.1964%
702	1CO	673	--	5089*	0.1927%
703	2OA	876	--	4130*	0.2508%
704	1M	672	--	4125*	0.1924%
705	2OB	881	--	4129*	0.2522%
706	2CEA	780	--	4128*	0.2233%
707	2OB-R	881	--	4132*	0.2522%
708	2CEB	785	--	4133*	0.2248%
709	1M-R	672	--	4126*	0.1924%
710	2OA-R	876	--	4127*	0.2508%
711	1CO-R	673	--	5088*	0.1927%
712	1CM-R	686	--	4121*	0.1964%
801	1CM	686	--	5087*	0.1964%
802	1CO	673	--	5086*	0.1927%
803	2OA	876	--	4141*	0.2508%
804	1M	672	--	5048*	0.1924%
805	2OB	881	--	4118*	0.2522%
806	2CEA	780	--	4119*	0.2233%
807	2OB-R	881	--	4120*	0.2522%
808	2CEB	785	--	4140*	0.2248%
809	1M-R	672	--	4137*	0.1924%
810	2OA-R	876	--	4134*	0.2508%
811	1CO-R	673	--	5049*	0.1927%
812	1CM-R	686	--	4136*	0.1964%
901	1CM	686	--	5078*	0.1964%
902	1CO	673	--	5074*	0.1927%
903	2OA	876	--	4139*	0.2508%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
904	1M	672	--	5060*	0.1924%
905	2OB	881	--	4138*	0.2522%
906	2CEA	780	--	4135*	0.2233%
907	2OB-R	881	--	C5009*	0.2522%
908	2CEB	785	--	C5012*	0.2248%
909	1M-R	672	--	C5011*	0.1924%
910	2OA-R	876	--	C5010*	0.2508%
911	1CO-R	673	--	3138	0.1927%
912	1CM-R	686	--	C5008*	0.1964%
1001	1CM	686	--	5084*	0.1964%
1002	1CO	673	--	4047	0.1927%
1003	2OA	876	--	5098*	0.2508%
1004	1M	672	--	5101*	0.1924%
1005	2OB	881	--	5007*	0.2522%
1006	2CEA	780	--	5091*	0.2233%
1007	2OB-R	881	--	C5090*	0.2522%
1008	2CEB	785	--	5058*	0.2248%
1009	1M-R	672	--	C5059*	0.1924%
1010	2OA-R	876	--	5097*	0.2508%
1011	1CO-R	673	--	5109*	0.1927%
1012	1CM-R	686	--	5108*	0.1964%
1101	1CM	686	--	5073*	0.1964%
1102	1CO	673	--	5051	0.1927%
1103	2O	1,022	--	5082*, 5083*	0.2926%
1104	2MA	953	--	(See Special Note Below)	0.2729%
1105	2O-R	1,022	--	5003*, 5004*	0.2926%
1106	2O	1,022	--	5005*, 5006*	0.2926%
1107	2E	1,045	--	5096*	0.2992%
1108	2MB	934	--	5095*	0.2674%
1109	2O-R	1,022	--	5099*, 5100*	0.2926%
1110	1CO-R	673	--	5075*	0.1927%
1111	1CM-R	686	--	5107*	0.1964%
1201	1CM	686	--	5106*	0.1964%
1202	1CO	673	--	5105*	0.1927%
1203	2O	1,022	--	5061*, 5062*	0.2926%
1204	2MA	953	--	T5065, T5066*	0.2729%
1205	2O-R	1,022	--	5110*, 5111*	0.2926%
1206	2O	1,022	--	5063*, C5064*	0.2926%
1207	2E	1,045	--	5094*	0.2992%
1208	2MB	934	--	5093*	0.2674%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1209	2O-R	1,022	--	5112*, C5113*	0.2926%
1210	1CO-R	673	--	5104*	0.1927%
1211	1CM-R	686	--	5103*	0.1964%
1401	1CM	686	--	5102*	0.1964%
1402	1CO	673	--	C5053	0.1927%
1403	2O	1,022	--	5052, 5037*	0.2926%
1404	2MA	953	--	5019*, 5020*	0.2729%
1405	2O-R	1,022	--	T5067, T5068*	0.2926%
1406	2O	1,022	--	T5069, T5070*	0.2926%
1407	2E	1,045	--	5092*	0.2992%
1408	2MB	934	--	5044*	0.2674%
1409	2O-R	1,022	--	T5071, T5072*	0.2926%
1410	1CO-R	673	--	5021*	0.1927%
1411	1CM-R	686	--	5022*	0.1964%
1501	3C	1,402	96	2092, 2093	0.4014%
1502	2O	1,022	--	T5079, T5080*	0.2926%
1503	2MA	953	--	5076*, 5077*	0.2729%
1504	2O-R	1,022	--	5054, 5055	0.2926%
1505	2O	1,022	--	5023*, 5024*	0.2926%
1506	2E	1,045	--	5015*	0.2992%
1507	2MB	934	--	5014*	0.2674%
1508	2O-R	1,022	--	5025*, 5026*	0.2926%
1509	3C-R	1,402	96	C2030, 2031	0.4014%
1601	1CM	686	--	5050	0.1964%
1602	1CO	673	--	3114	0.1927%
1603	2O	1,022	--	5027*, 5028*	0.2926%
1604	2MA	953	--	5029*, 5030*	0.2729%
1605	2O-R	1,022	--	5031*, 5032*	0.2926%
1606	2O	1,022	--	5033*, 5034*	0.2926%
1607	2E	1,045	--	5013*	0.2992%
1608	2MB	934	--	5016*	0.2674%
1609	2O-R	1,022	--	T4078, T4079	0.2926%
1610	1CO-R	673	--	2152	0.1927%
1611	1CM-R	686	--	5085*	0.1964%
1701	1CM	686	--	4091*	0.1964%
1702	1CO	673	--	3137	0.1927%
1703	2O	1,022	--	T4076, T4077	0.2926%
1704	2MA	953	--	2062, C2063	0.2729%
1705	2O-R	1,022	--	C4055, 4056	0.2926%
1706	2O	1,022	--	2160, 2159	0.2926%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1707	2E	1,045	--	5017*	0.2992%
1708	2MB	934	--	5018*	0.2674%
1709	2O-R	1,022	--	T4074, T4075	0.2926%
1710	1CO-R	673	--	A3051	0.1927%
1711	1CM-R	686	--	2158	0.1964%
1801	1CM	686	--	3127	0.1964%
1802	1CO	673	--	3130	0.1927%
1803	2O	1,022	--	T4072, T4073	0.2926%
1804	2MA	953	--	C2100, 2101	0.2729%
1805	2O-R	1,022	--	T4064, T4065	0.2926%
1806	2O	1,022	--	T2129, T2130	0.2926%
1807	2E	1,045	--	3096, C3097	0.2992%
1808	2MB	934	--	5057*	0.2674%
1809	2O-R	1,022	--	T2122, T2123	0.2926%
1810	1CO-R	673	--	4071	0.1927%
1811	1CM-R	686	--	3120	0.1964%
1901	1CM	686	--	3003	0.1964%
1902	1CO	673	--	4013	0.1927%
1903	2O-SL	993	86	2156, 2155	0.2843%
1904	2MA	953	--	2024, C2025	0.2729%
1905	2O-SL-R	993	86	2150, 2151	0.2843%
1906	2O-SL	993	86	2153, 2154	0.2843%
1907	2E	1,045	--	3125, 3126	0.2992%
1908	2MB	934	--	5056*	0.2674%
1909	2O-SL-R	993	86	3128, 3129	0.2843%
1910	1CO-R	673	--	4007	0.1927%
1911	1CM-R	686	--	4004	0.1964%
2001	1CM	686	--	2015	0.1964%
2002	1CO	673	--	2010	0.1927%
2003	2O-SL	993	86	3139, 3140	0.2843%
2004	2MA	953	--	T2115, T2116	0.2729%
2005	2O-SL-R	993	86	3135, 3136	0.2843%
2006	2O-SL	993	86	3133, 3134	0.2843%
2007	2E	1,045	--	3131, 3132	0.2992%
2008	2MB	934	--	5043*	0.2674%
2009	2O-SL-R	993	86	3112, 3113	0.2843%
2010	1CO-R	673	--	2086	0.1927%
2011	1CM-R	686	--	2073	0.1964%
2101	1CM	686	--	4089	0.1964%
2102	1CO	673	--	C1086	0.1927%

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2103	2O-SL	993	86	3115, 3116	0.2843%
2104	2MA	953	--	T2124, T2125	0.2729%
2105	2O-SL-R	993	86	3118, 3119	0.2843%
2106	2O-SL	993	86	3123, 3124	0.2843%
2107	2E	1045	--	3121, 3122	0.2992%
2108	2MB	934	--	5042*	0.2674%
2109	2O-SL-R	993	86	2148, 2149	0.2843%
2110	1CO-R	673	--	4054	0.1927%
2111	1CM-R	686	--	3039	0.1964%
2201	3C	1,402	96	A1025, 1087	0.4014%
2202	2O-SL	993	86	4015, 4014	0.2843%
2203	2MA	953	--	4006, 4005	0.2729%
2204	2O-SL-R	993	86	4003, 4002	0.2843%
2205	2O-SL	993	86	2020, 2021	0.2843%
2206	2E	1,045	--	2008, 2009	0.2992%
2207	2MB	934	--	5041*	0.2674%
2208	2O-SL-R	993	86	T3076, T3077	0.2843%
2209	3C-R	1,402	96	2032, 2033	0.4014%
2301	3C	1,402	96	2035, 2036	0.4014%
2302	2O	1,022	--	2018, 2019	0.2926%
2303	2MA	953	--	2016, 2017	0.2729%
2304	2O-R	1,022	--	2005, 2006	0.2926%
2305	2O	1,022	--	2003, 2004	0.2926%
2306	2E	1,045	--	C3106, 3107	0.2992%
2307	2MB	934	--	5040*	0.2674%
2308	2O-R	1,022	--	3108, 3109	0.2926%
2309	3C-R	1,402	96	3080, A1026	0.4014%
2401	3C	1,402	96	1089, 1090	0.4014%
2402	2O	1,022	--	3110, 3111	0.2926%
2403	2MA	953	--	3001, 3002	0.2729%
2404	2O-R	1,022	--	3004, 3005	0.2926%
2405	2O	1,022	--	3094, 3095	0.2926%
2406	2E	1,045	--	4096, 4097	0.2992%
2407	2MB	934	--	5045*	0.2674%
2408	2O-R	1,022	--	4092, 4093	0.2926%
2409	3C-R	1,402	96	3078, 3079	0.4014%
2501	3C	1,402	96	1039, 1040	0.4014%
2502	2O	1,022	--	4095, 4094	0.2926%
2503	2MA	953	--	4085, 4086	0.2729%
2504	2O-R	1,022	--	4098, 4099	0.2926%

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2505	2O	1,022	--	4100, 4101	0.2926%
2506	2E	1,045	--	4102, 4103	0.2992%
2507	2MB	934	--	4104, 4105	0.2674%
2508	2O-R	1,022	--	4106, 4107	0.2926%
2509	3C-R	1,402	96	1069, 1070	0.4014%
2601	1CM	686	--	3058	0.1964%
2602	1CO	673	--	1041	0.1927%
2603	2O	1,022	--	4108, 4109	0.2926%
2604	2MA	953	--	4110, 4111	0.2729%
2605	2O-R	1,022	--	4112, 4113	0.2926%
2606	2O	1,022	--	4114, C4115	0.2926%
2607	2E	1,045	--	2074, 2075	0.2992%
2608	2MB	934	--	C3012, 3013	0.2674%
2609	2O-R	1,022	--	2076, 2077	0.2926%
2610	1CO-R	673	--	1088	0.1927%
2611	1CM-R	686	--	1058	0.1964%
2701	3C	1,402	96	1071, 1072	0.4014%
2702	2O-SL	993	86	2078, 2079	0.2843%
2703	2MA	953	--	2080, 2081	0.2729%
2704	2O-SL-R	993	86	2082, 2083	0.2843%
2705	2O-SL	993	86	2084, 2085	0.2843%
2706	2E	1,045	--	1013, C1014	0.2992%
2707	2MB	934	--	2139, 2140	0.2674%
2708	2O-SL-R	993	86	2141, 2142	0.2843%
2709	3C-R	1,402	96	1061, 1062	0.4014%
2801	3C	1,402	96	3037, 3038	0.4014%
2802	2O-SL	993	86	2143, 2144	0.2843%
2803	2MA	953	--	2145, 2146	0.2729%
2804	2O-SL-R	993	86	3028, C3029	0.2843%
2805	2O-SL	993	86	3088, 3089	0.2843%
2806	2E	1,045	--	C3033, 3034	0.2992%
2807	2MB	934	--	3090, 3091	0.2674%
2808	2O-SL-R	993	86	3092, 3093	0.2843%
2809	3C-R	1,402	96	3035, 3036	0.4014%
2901	3C	1,402	96	3040, 3041	0.4014%
2902	2O-SL	993	86	3015, 3014	0.2843%
2903	2MA	953	--	1005, 1006	0.2729%
2904	2O-SL-R	993	86	3104, C3105	0.2843%
2905	2O-SL	993	86	3016, 3017	0.2843%
2906	2E	1,045	--	3100, 3101	0.2992%

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2907	2MB	934	--	3102, 3103	0.2674%
2908	2O-SL-R	993	86	1001, 1002	0.2843%
2909	3C-R	1,402	96	3055, 3056	0.4014%
3001	3C	1,402	96	1056, 1057	0.4014%
3002	2O-SL	993	86	1044, 1045	0.2843%
3003	2MA	953	--	1046, 1047	0.2729%
3004	2O-SL-R	993	86	1048, 1049	0.2843%
3005	2O-SL	993	86	1011, 1012	0.2843%
3006	2E	1,045	--	3082, C3083	0.2992%
3007	2MB	934	--	1052, 1053	0.2674%
3008	2O-SL-R	993	86	1054, 1055	0.2843%
3009	3C-R	1,402	96	3020, 3021	0.4014%
3101	3C	1,402	96	3022, 3023	0.4014%
3102	2O	1,022	--	4028, C4029	0.2926%
3103	2MA	953	--	C4087, 4088	0.2729%
3104	2O-R	1,022	--	1003, 1004	0.2926%
3105	2O	1,022	--	4036, 4037	0.2926%
3106	2E	1,045	--	C3042, 3043	0.2992%
3107	2MB	934	--	4041, C4042	0.2674%
3108	2O-R	1,022	--	4083, 4084	0.2926%
3109	3C-R	1,402	96	3044, 3045	0.4014%
3201	3C	1,402	96	3031, 3032	0.4014%
3202	2O-RL	1,022	116	3098, 3099	0.2926%
3203	2MA	953	--	4057, 4058	0.2729%
3204	2O-R	1,022	--	4018, 4019	0.2926%
3205	2O	1,022	--	4048, 4049	0.2926%
3206	2E	1,045	--	4022, 4023	0.2992%
3207	2MB	934	--	4052, 4053	0.2674%
3208	2O-RL-R	1,022	116	4061, 4062	0.2926%
3209	3C-R	1,402	96	1073, 1074	0.4014%
3301	3C	1,402	96	1037, 1038	0.4014%
3302	2O-RL	1,022	116	4059, C4060	0.2926%
3303	2MA	953	--	4020, C4021	0.2729%
3304	2O-R	1,022	--	C4024, 4025	0.2926%
3305	2O	1,022	--	C4026, 4027	0.2926%
3306	2E	1,045	--	4043, 4044	0.2992%
3307	2MB	934	--	4031, 4032	0.2674%
3308	2O-RL-R	1,022	116	4045, 4046	0.2926%
3309	3C-R	1,402	96	1084, 1085	0.4014%
3401	3C	1,402	96	3024, 3025	0.4014%

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3402	2O-RL	1,022	116	4038, 4039	0.2926%
3403	2MA	953	--	4034, 4035	0.2729%
3404	2O-R	1,022	--	2071, 2072	0.2926%
3405	2O	1,022	--	2137, 2138	0.2926%
3406	2E	1,045	--	C2067, 2068	0.2992%
3407	2MB	934	--	2133, 2134	0.2674%
3408	2O-RL-R	1,022	116	2131, 2132	0.2926%
3409	3C-R	1,402	96	1015, 1016	0.4014%
3501	3C	1,402	96	3006, 3007	0.4014%
3502	2O-RL	1,022	116	2088, 2089	0.2926%
3503	2MA	953	--	C1080, 1081	0.2729%
3504	2O-LL-R	1,022	58	2069, 2070	0.2926%
3505	2O-LL	1,022	58	2090, 2091	0.2926%
3506	2E	1,045	--	2135, 2136	0.2992%
3507	2MB	934	--	C1035, 1036	0.2674%
3508	2O-RL-R	1,022	116	2065, 2066	0.2926%
3509	3C-R	1,402	96	3026, 3027	0.4014%
3601	3C	1,402	96	3074, 3075	0.4014%
3602	2O-RL	1,022	116	2001, 2002	0.2926%
3603	2MA	953	--	3046, 3047	0.2729%
3604	2O-LL-R	1,022	58	2109, 2110	0.2926%
3605	2O-LL	1,022	58	2107, 2108	0.2926%
3606	2E	1,045	--	C1021, 1022	0.2992%
3607	2MB	934	--	1031, C1032	0.2674%
3608	2O-RL-R	1,022	116	2104, 2105	0.2926%
3609	3C-R	1,402	96	3049, 3048	0.4014%
3701	3C	1,402	96	1017, 1018	0.4014%
3702	2O-RL	1,022	116	2102, 2103	0.2926%
3703	2MA	953	--	2022, 2023	0.2729%
3704	2O-LL-R	1,022	58	3084, 3085	0.2926%
3705	2O-LL	1,022	58	2026, 2027	0.2926%
3706	2E	1,045	--	2028, 2029	0.2992%
3707	2MB	934	--	3059, 3060	0.2674%
3708	2O-RL-R	1,022	116	3061, C3062	0.2926%
3709	3C-R	1,402	96	1033, 1034	0.4014%
3801	3C	1,402	96	1075, 1076	0.4014%
3802	2O-RL	1,022	116	4063, 4066	0.2926%
3803	2MA	953	--	4067, 4068	0.2729%
3804	2O-LL-R	1,022	58	4069, 4070	0.2926%
3805	2O-LL	1,022	58	2113, 2114	0.2926%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3806	2E	1,045	--	2118, 2119	0.2992%
3807	2MB	934	--	2120, 2121	0.2674%
3808	2O-RL-R	1,022	116	2126, 2127	0.2926%
3809	3C-R	1,402	96	1019, 1020	0.4014%
3901	3C	1402	96	1029, 1030	0.4014%
3902	2O-RL	1,022	116	3063, 3064	0.2926%
3903	2MA	953	--	3068, 3069	0.2729%
3904	2O-LL-R	1,022	58	3070, 3071	0.2926%
3905	2O-LL	1,022	58	3072, 3073	0.2926%
3906	2E	1,045	--	1067, 1068	0.2992%
3907	2MB	934	--	1065, 1066	0.2674%
3908	2O-RL-R	1,022	116	1063, 1064	0.2926%
3909	3C-R	1,402	96	T4080, T4081, 4082	0.4014%
4001	2O-RL	1,022	116	2044, 2045	0.2926%
4002	2MA	953	--	2042, 2043	0.2729%
4003	2O-LL-R	1,022	58	2046, 2047	0.2926%
4004	2O-LL	1,022	58	2048, 2049	0.2926%
4005	2E	1,045	--	2050, 2051	0.2992%
4006	2MB	934	--	2040, 2041	0.2674%
4007	2O-RL-R	1,022	116	2052, 2053	0.2926%
4101	2O-RL	1,022	116	2054, 2055	0.2926%
4102	2MA	953	--	2038, 2039	0.2729%
4103	2O-LL-R	1,022	58	2056, 2057	0.2926%
4104	2O-LL	1,022	58	2058, 2059	0.2926%
4105	2E	1,045	--	1050, 1051	0.2992%
4106	2MB	934	--	1082, 1083	0.2674%
4107	2O-RL-R	1,022	116	2060, 2061	0.2926%
4201	2O-RL	1,022	116	2197, 2198	0.2926%
4202	2O-LL-R	1,022	58	2095, 2096	0.2926%
4203	2O-LL	1,022	58	1027, 1028	0.2926%
4204	2O-RL-R	1,022	116	1023, 1024	0.2926%
4301	PHN-1	2,235	280	T3065, T3066, 3067	0.6399%
4302	PHN-1R	2,235	280	C1077, 1078, 1079	0.6399%
C1	Commercial	447	--	R101	0.1130%
C2	Commercial	4,164	--	R129, R130	1.0523%
C3	Commercial	3,582	--	R120, R121	0.9053%
C4	Commercial	514	--	R116	0.1299%

TOTAL: 100.0000%

****APARTMENT AREAS**

The areas for the Residential Apartments reported above are "net living areas" measured in accordance with paragraph 3.2 of this Declaration. The areas for the Commercial Apartments reported above are "net floor areas" measured in accordance with paragraph 3.3 of this Declaration.

COMMON INTERESTS

The common interest for each Apartment was initially determined by dividing the Apartment's approximate net living (or floor) area (excluding lanais) by the approximate aggregate net living (and floor) area of all of the Apartments, then rounding the resulting fraction and converting the fraction into a percentage. The common interest appurtenant to the original Commercial Apartment was increased by 0.0008% so that the aggregate common interest appurtenant to all of the original Apartments equaled 100%. In accordance with 17.4 of the Declaration, the Developer subsequently divided the original Commercial Apartment into two Commercial Apartments and added two more Commercial Apartments in areas designated on the original Condominium Map as "Future Commercial Space." The new common interests for the four resulting Commercial Apartments were determined by dividing each Commercial Apartment's approximate net floor area by the aggregate net floor area of all four Commercial Apartments, rounding the resulting fraction and converting it into a percentage, and finally multiplying the percentage for each Commercial Apartment by the original common interest appurtenant to the original Commercial Apartment. 0.0001% was then subtracted from Commercial Apartment C2 so that the aggregate common interest appurtenant to all of the four Commercial Apartments equals 2.2005%, which is the same common interest that was initially appurtenant to the original Commercial Apartment. As provided in paragraph 17.4 of the Declaration, the common interests appurtenant to the Residential Apartments were not affected by the addition of new Commercial Apartments.

COMMON ELEMENT AND LIMITED COMMON ELEMENT PARKING STALLS

Assigned parking stalls whose numbers are followed by an "*" are uncovered or partially uncovered. All other assigned parking stalls are covered. The letter "C" preceding a parking stall number indicates a compact sized stall. The letter "T" preceding a parking stall number indicates a tandem stall. The letter "A" preceding a parking stall number indicates a handicap-accessible stall. All other stalls are standard sized.

In addition to the limited common element parking stalls assigned to the individual Commercial Apartments as shown in the foregoing chart, the following limited common element parking stalls are assigned to all of the Commercial Apartments, as a group, and are available for the use of the Owners, tenants, employees, customers and guests of the Commercial Apartments on a first-come, first-served basis: R102, R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, R115, R117, R118, R119, RA122, RA123, R124, R125, R126, R127 and R128.

The Project also contains twenty-five (25) covered unassigned guest parking stalls located on Parking Level 3, and numbered G301 through G308, GA309 (which is a handicap accessible guest stall) and G310 through G325.

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartments as a group and designated on the Condominium Map as "L104" and "L105", three (3) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101", "L102" and "L103", and one common element handicap-accessible parking stall reserved for the manager and other Association employees, designated on the Condominium Map as "A1026".

Apartment Owners may transfer assigned limited common element parking stalls pursuant to this Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of this Declaration, the Owner of an Apartment to which a handicap-accessible parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap-accessible stall.

SPECIAL NOTE RE: PARKING STALLS FOR APARTMENT 1104

Apartment 1104 currently has the following parking stalls assigned as limited common elements: C1007, C1008, C1009, C1010, 1042, 1043, T1059, T1060, 2007, C2011, C2012, C2013, C2014, 2034, 2037, C2064, 2087, 2094, 2099, C2106, C2111, 2112, 2117, 2128, C2147, 2157, C3008, C3009, C3010, C3011, 3018*, 3019*, C3030, A3050, A3052, A3053, 3054, C3057, 3081, 3086*, 3087*, 3117, C4001, C4008, C4009, C4010, C4011, C4012, 4016*, 4017*, C4030, C4033, 4040, A4050, A4051, 4090*, C5001*, 5002*, C5035*, C5036* and C5081*.

ARCHITECT'S CERTIFICATE

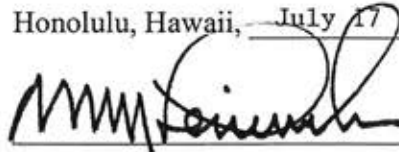
KEOLA LA'I

Dr. Michael James Leineweber, AIA, being duly sworn on oath, deposes and says:

1. I am duly licensed to practice as an architect and registered in the State of Hawaii. My Hawaii registration number is 4010.
2. I am the responsible architect for preparing the attached Amended Condominium Map No. 4101 for KEOLA LA'I, a fee simple condominium project (the "Project"), situated on land bounded by Kawaihaho Street, Emily Street, Queen Street and South Street, City and County of Honolulu, State of Hawaii, further identified as Tax Map Key No: (1) 2-1-048-008.
3. I hereby certify that the attached Amended Condominium Map No. 4101 is an accurate copy of portions of the plans of the building or buildings as filed with the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

Further Affiant sayeth naught.

Dated: Honolulu, Hawaii, July 17, 2007



Michael Leineweber
Hawaii Registration No. 4010

Subscribed and sworn to before me this
17 day of July, 2007.


Jeanette C. Roberts

Notary Public, State of Hawaii

My commission expires: 01/24/2010



Keola La'i

600 QUEEN STREET HONOLULU, HAWAII 96813

AMENDED
CONDOMINIUM MAP
NO.4101

AREA MAP



LOCATION MAP



DRAWING INDEX

TITLE SHEET	UNIT DESCRIPTIONS
T-1	SITE PLAN
T-2	PARKING LEVEL 1
CPR-1	PARKING LEVEL 2
CPR-2	PARKING LEVEL 3
CPR-3	PARKING LEVEL 4
CPR-4	PARKING LEVEL 5
CPR-5	PLAN LEVEL A & B
CPR-6	PLAN LEVEL C & E
CPR-7	PLAN LEVEL F & H
CPR-8	PLAN LEVEL P & L
CPR-9	PLAN LEVEL M & N
CPR-10	WEST ELEVATION
CPR-11	NORTH ELEVATION
CPR-12	SOUTH ELEVATION
CPR-13	EAST ELEVATION
CPR-14	
CPR-15	

Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DERANT
Media Five

CONSULTANT

ENGINEER

PROJECT NO. 15-0000000000
DATE 10/1/2015
DRAWN BY J. HARRIS
CHECKED BY J. HARRIS
PROJECT NO. 15-0000000000
SHEET NO. T-1 OF 15
SHEET TITLE
AMENDED CONDOMINIUM MAP

SHEET

T-1

UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
1108	2MB	834	2011	1CM	686	1108	2E	1,045	2011	2MA	953	1108	2O	1,022	2011	2O-R	1,022	1108	2O-R	1,022	2011	2O-R	1,022
1109	2MB	834	2012	1CM	686	1109	2E	1,045	2012	2MA	953	1109	2O	1,022	2012	2O-R	1,022	1109	2O-R	1,022	2012	2O-R	1,022
1408	2MB	834	2013	1CM	686	1408	2E	1,045	2013	2MA	953	1408	2O	1,022	2013	2O-R	1,022	1408	2O-R	1,022	2013	2O-R	1,022
1507	2MB	834	2014	1CM	686	1507	2E	1,045	2014	2MA	953	1507	2O	1,022	2014	2O-R	1,022	1507	2O-R	1,022	2014	2O-R	1,022
1608	2MB	834	2015	1CM	686	1608	2E	1,045	2015	2MA	953	1608	2O	1,022	2015	2O-R	1,022	1608	2O-R	1,022	2015	2O-R	1,022
1708	2MB	834	2016	1CM	686	1708	2E	1,045	2016	2MA	953	1708	2O	1,022	2016	2O-R	1,022	1708	2O-R	1,022	2016	2O-R	1,022
1808	2MB	834	2017	1CM	686	1808	2E	1,045	2017	2MA	953	1808	2O	1,022	2017	2O-R	1,022	1808	2O-R	1,022	2017	2O-R	1,022
1908	2MB	834	2018	1CM	686	1908	2E	1,045	2018	2MA	953	1908	2O	1,022	2018	2O-R	1,022	1908	2O-R	1,022	2018	2O-R	1,022
2008	2MB	834	2019	1CM	686	2008	2E	1,045	2019	2MA	953	2008	2O	1,022	2019	2O-R	1,022	2008	2O-R	1,022	2019	2O-R	1,022
2108	2MB	834	2020	1CM	686	2108	2E	1,045	2020	2MA	953	2108	2O	1,022	2020	2O-R	1,022	2108	2O-R	1,022	2020	2O-R	1,022
2207	2MB	834	2021	1CM	686	2207	2E	1,045	2021	2MA	953	2207	2O	1,022	2021	2O-R	1,022	2207	2O-R	1,022	2021	2O-R	1,022
2307	2MB	834	2022	1CM	686	2307	2E	1,045	2022	2MA	953	2307	2O	1,022	2022	2O-R	1,022	2307	2O-R	1,022	2022	2O-R	1,022
2407	2MB	834	2023	1CM	686	2407	2E	1,045	2023	2MA	953	2407	2O	1,022	2023	2O-R	1,022	2407	2O-R	1,022	2023	2O-R	1,022
2507	2MB	834	2024	1CM	686	2507	2E	1,045	2024	2MA	953	2507	2O	1,022	2024	2O-R	1,022	2507	2O-R	1,022	2024	2O-R	1,022
2608	2MB	834	2025	1CM	686	2608	2E	1,045	2025	2MA	953	2608	2O	1,022	2025	2O-R	1,022	2608	2O-R	1,022	2025	2O-R	1,022
2707	2MB	834	2026	1CM	686	2707	2E	1,045	2026	2MA	953	2707	2O	1,022	2026	2O-R	1,022	2707	2O-R	1,022	2026	2O-R	1,022
2807	2MB	834	2027	1CM	686	2807	2E	1,045	2027	2MA	953	2807	2O	1,022	2027	2O-R	1,022	2807	2O-R	1,022	2027	2O-R	1,022
2907	2MB	834	2028	1CM	686	2907	2E	1,045	2028	2MA	953	2907	2O	1,022	2028	2O-R	1,022	2907	2O-R	1,022	2028	2O-R	1,022
3007	2MB	834	2029	1CM	686	3007	2E	1,045	2029	2MA	953	3007	2O	1,022	2029	2O-R	1,022	3007	2O-R	1,022	2029	2O-R	1,022
3107	2MB	834	2030	1CM	686	3107	2E	1,045	2030	2MA	953	3107	2O	1,022	2030	2O-R	1,022	3107	2O-R	1,022	2030	2O-R	1,022
3207	2MB	834	2031	1CM	686	3207	2E	1,045	2031	2MA	953	3207	2O	1,022	2031	2O-R	1,022	3207	2O-R	1,022	2031	2O-R	1,022
3407	2MB	834	2032	1CM	686	3407	2E	1,045	2032	2MA	953	3407	2O	1,022	2032	2O-R	1,022	3407	2O-R	1,022	2032	2O-R	1,022
3507	2MB	834	2033	1CM	686	3507	2E	1,045	2033	2MA	953	3507	2O	1,022	2033	2O-R	1,022	3507	2O-R	1,022	2033	2O-R	1,022
3607	2MB	834	2034	1CM	686	3607	2E	1,045	2034	2MA	953	3607	2O	1,022	2034	2O-R	1,022	3607	2O-R	1,022	2034	2O-R	1,022
3707	2MB	834	2035	1CM	686	3707	2E	1,045	2035	2MA	953	3707	2O	1,022	2035	2O-R	1,022	3707	2O-R	1,022	2035	2O-R	1,022
3807	2MB	834	2036	1CM	686	3807	2E	1,045	2036	2MA	953	3807	2O	1,022	2036	2O-R	1,022	3807	2O-R	1,022	2036	2O-R	1,022
3907	2MB	834	2037	1CM	686	3907	2E	1,045	2037	2MA	953	3907	2O	1,022	2037	2O-R	1,022	3907	2O-R	1,022	2037	2O-R	1,022
4006	2MB	834	2038	1CM	686	4006	2E	1,045	2038	2MA	953	4006	2O	1,022	2038	2O-R	1,022	4006	2O-R	1,022	2038	2O-R	1,022
4106	2MB	834	2039	1CM	686	4106	2E	1,045	2039	2MA	953	4106	2O	1,022	2039	2O-R	1,022	4106	2O-R	1,022	2039	2O-R	1,022

LOADING SPACES SUMMARY
LOADING - 8'-6" X 19'-0"
LOADING - 12'-0" X 35'-0"
TOTAL LOADING

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
353	633	70	RESIDENTIAL	633	70	RESIDENTIAL	633	28	COMMERCIAL	1,022
36	70	28	STANDARD	70	28	STANDARD	70	2	ACCESSIBLE	1,022
0	0	0	STANDARD	0	0	STANDARD	0	0	ACCESSIBLE	0
24	24	1	STANDARD	24	1	STANDARD	24	1	ACCESSIBLE	1,022
1	1	1	STANDARD	1	1	STANDARD	1	1	ACCESSIBLE	1,022
1	1	28	STANDARD	1	28	STANDARD	1	28	ACCESSIBLE	1,022
2	2	2	STANDARD	2	2	STANDARD	2	2	ACCESSIBLE	1,022
702	702	702	TOTAL	702	702	TOTAL	702	702	TOTAL	1,022

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
692	692	692	UNIT TYPE 2E	692	692	UNIT TYPE 2E	692
703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803
903	903	903	UNIT TYPE 2E	903	903	UNIT TYPE 2E	903
1003	1003	1003	UNIT TYPE 2E	1003	1003	UNIT TYPE 2E	1003

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
603	603	603	UNIT TYPE 2E	603	603	UNIT TYPE 2E	603
703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803
903	903	903	UNIT TYPE 2E	903	903	UNIT TYPE 2E	903
1003	1003	1003	UNIT TYPE 2E	1003	1003	UNIT TYPE 2E	1003

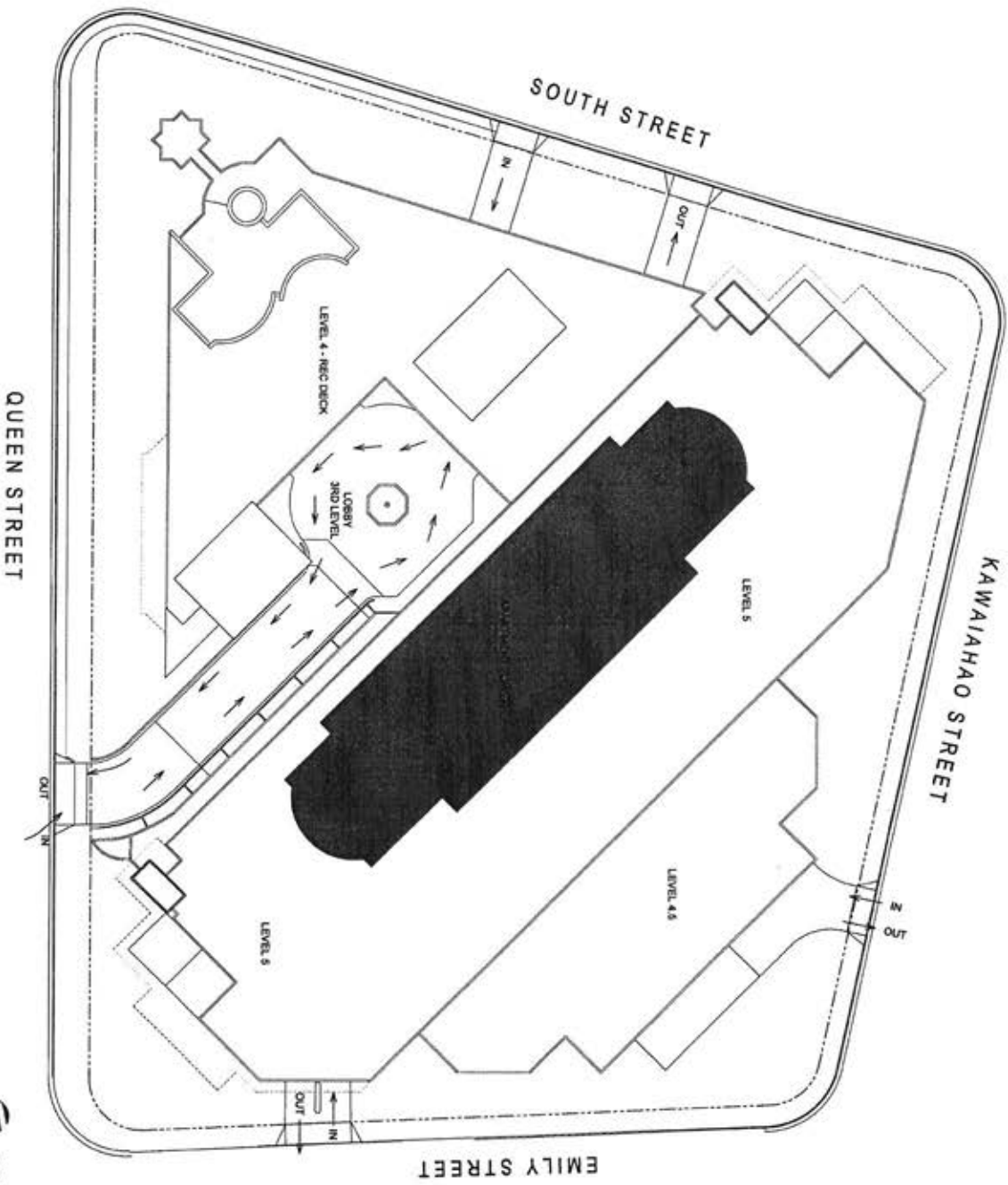
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703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803
903	903	903	UNIT TYPE 2E	903	903	UNIT TYPE 2E	903
1003	1003	1003	UNIT TYPE 2E	1003	1003	UNIT TYPE 2E	1003

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
603	603	603	UNIT TYPE 2E	603	603	UNIT TYPE 2E	603
703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803
903	903	903	UNIT TYPE 2E	903	903	UNIT TYPE 2E	903
1003	1003	1003	UNIT TYPE 2E	1003	1003	UNIT TYPE 2E	1003

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
603	603	603	UNIT TYPE 2E	603	603	UNIT TYPE 2E	603
703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803
903	903	903	UNIT TYPE 2E	903	903	UNIT TYPE 2E	903
1003	1003	1003	UNIT TYPE 2E	1003	1003	UNIT TYPE 2E	1003

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
603	603	603	UNIT TYPE 2E	603	603	UNIT TYPE 2E	603
703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803
903	903	903	UNIT TYPE 2E	903	903	UNIT TYPE 2E	903
1003	1003	1003	UNIT TYPE 2E	1003	1003	UNIT TYPE 2E	1003

UNIT #	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE	UNIT #	UNIT TYPE	UNIT SIZE
603	603	603	UNIT TYPE 2E	603	603	UNIT TYPE 2E	603
703	703	703	UNIT TYPE 2E	703	703	UNIT TYPE 2E	703
803	803	803	UNIT TYPE 2E	803	803	UNIT TYPE 2E	803



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DARRANT
Media Five

CONSULTANT

ARCHITECT

PROJECT NO. 1000000000
PROJECT NAME
DATE
SHEET NO. 1 OF 1
SHEET CONTENTS

SITE PLAN

SHEET

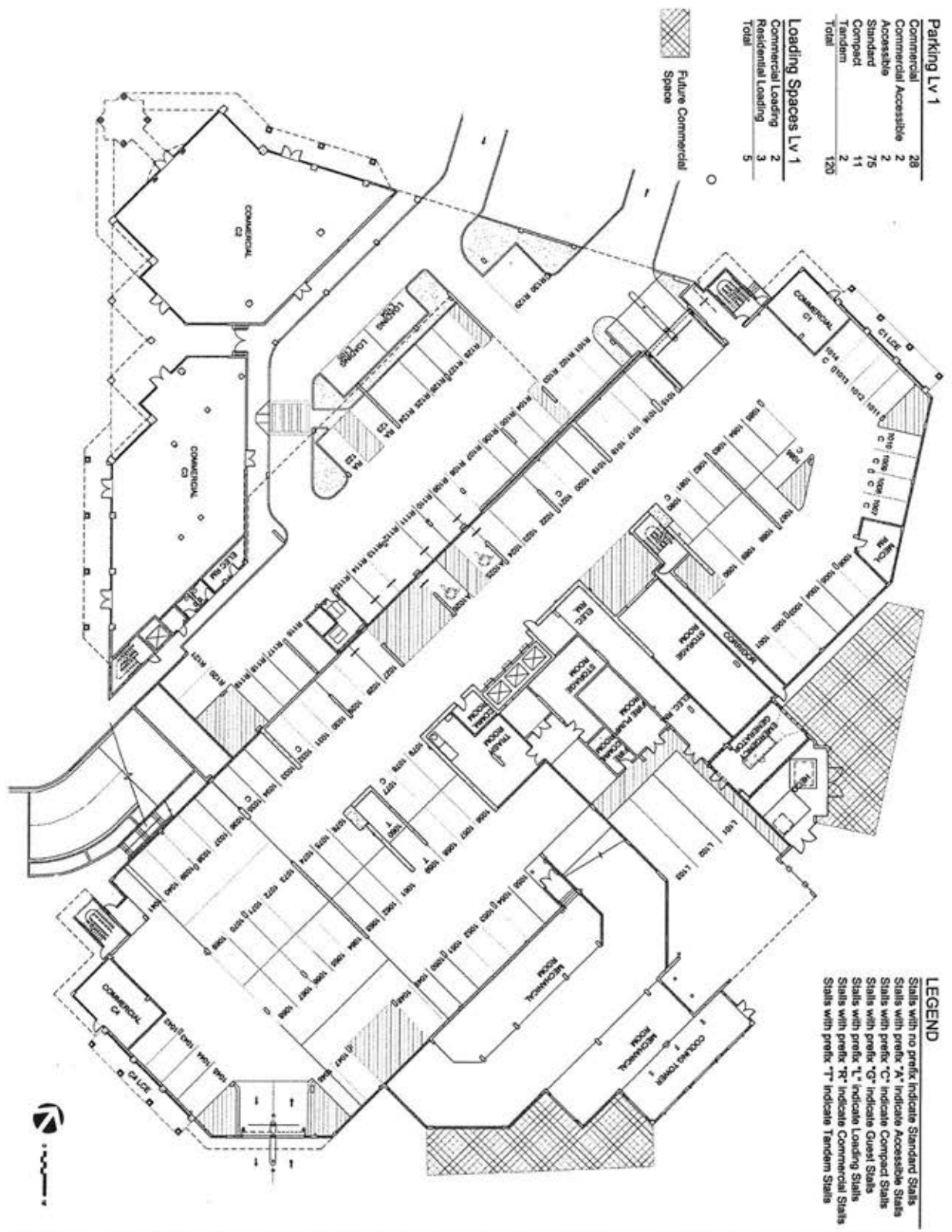
CPR-1

Parking Lv 1

Commercial	28
Commercial Accessible	2
Accessible	2
Standard	75
Compd	11
Tandem	2
Total	120

Loading Spaces Lv 1

Commercial Loading	2
Residential Loading	3
Total	5



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURRANT
Media Five

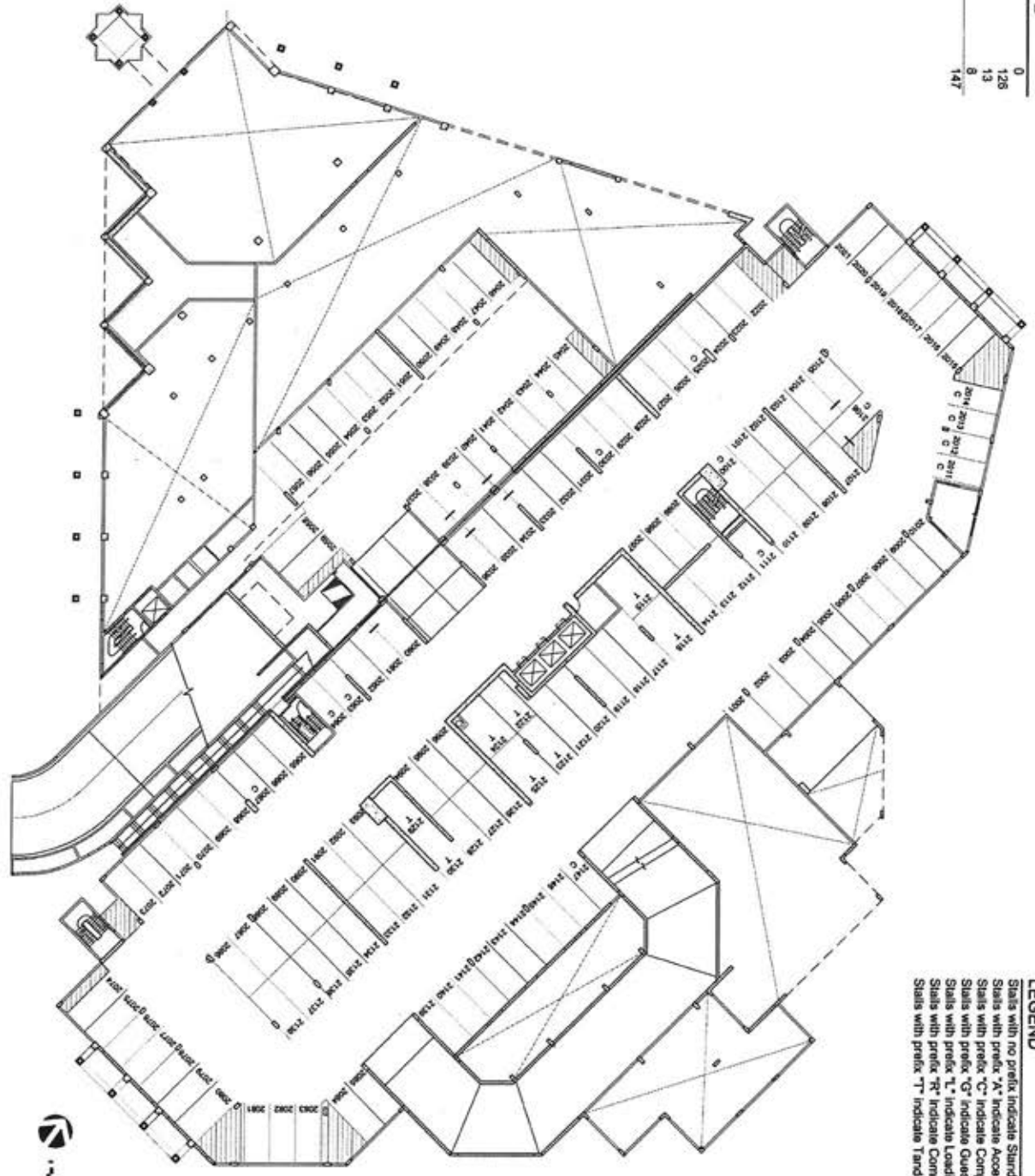
CPR-2

LEVEL 1
FLOOR PLAN

PROJECT NO.	1148
DATE	11/11/11
REVISION	BY: [blank]
DATE	11/11/11
PREPARED BY	[blank]
CHECKED BY	[blank]
DATE	11/11/11
SCALE	[blank]

Parking LV 2

Accessible	0
Standard	128
Compact	13
Tandem	8
Total	147



LEGEND

- Stalls with no prefix indicate Standard Stalls
- Stalls with prefix "A" indicate Accessible Stalls
- Stalls with prefix "C" indicate Compact Stalls
- Stalls with prefix "Q" indicate Quiet Stalls
- Stalls with prefix "L" indicate Loading Stalls
- Stalls with prefix "R" indicate Commercial Stalls
- Stalls with prefix "T" indicate Tandem Stalls



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURRANT
Media Five

CONTRACT NO. _____

REVISIONS _____

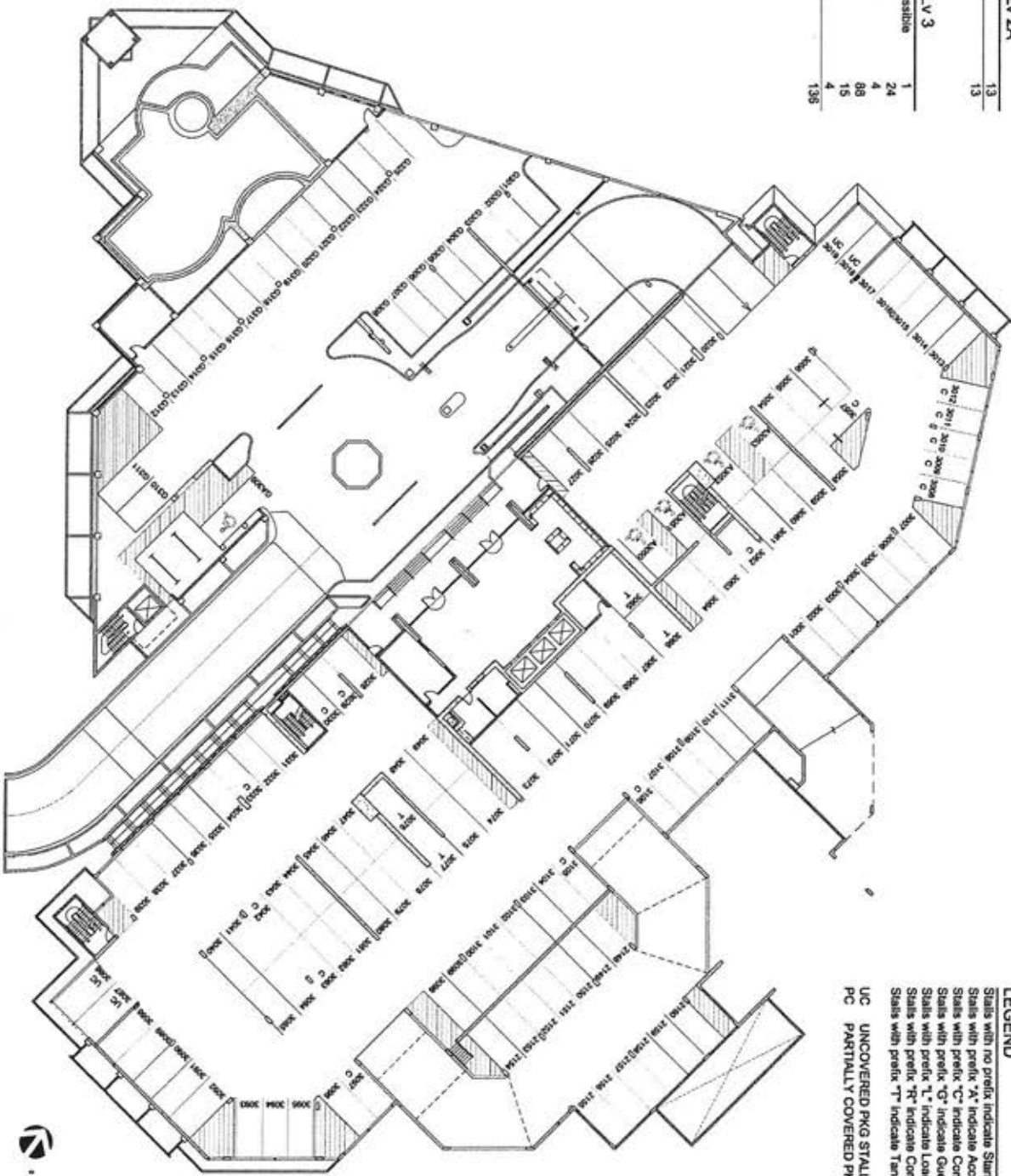
PROJECT NO. _____
DATE _____
PROJECT NAME _____
SHEET NO. _____

CPR-3

LEVEL 2 FLOOR PLAN

Parking LV 2A	
Standard	13
Total	13

Parking LV 3	
Guest Accessible	1
Guest	24
Accessible	4
Standard	88
Compact	15
Tandem	4
Total	136



LEGEND

Stalls with no prefix indicate Standard Stalls
 Stalls with prefix "X" indicate Accessible Stalls
 Stalls with prefix "C" indicate Compact Stalls
 Stalls with prefix "G" indicate Guest Stalls
 Stalls with prefix "L" indicate Loading Stalls
 Stalls with prefix "R" indicate Commercial Stalls
 Stalls with prefix "T" indicate Tandem Stalls

UC UNCOVERED PKG STALL
 PC PARTIALLY COVERED PKG STALL



Keola La'i

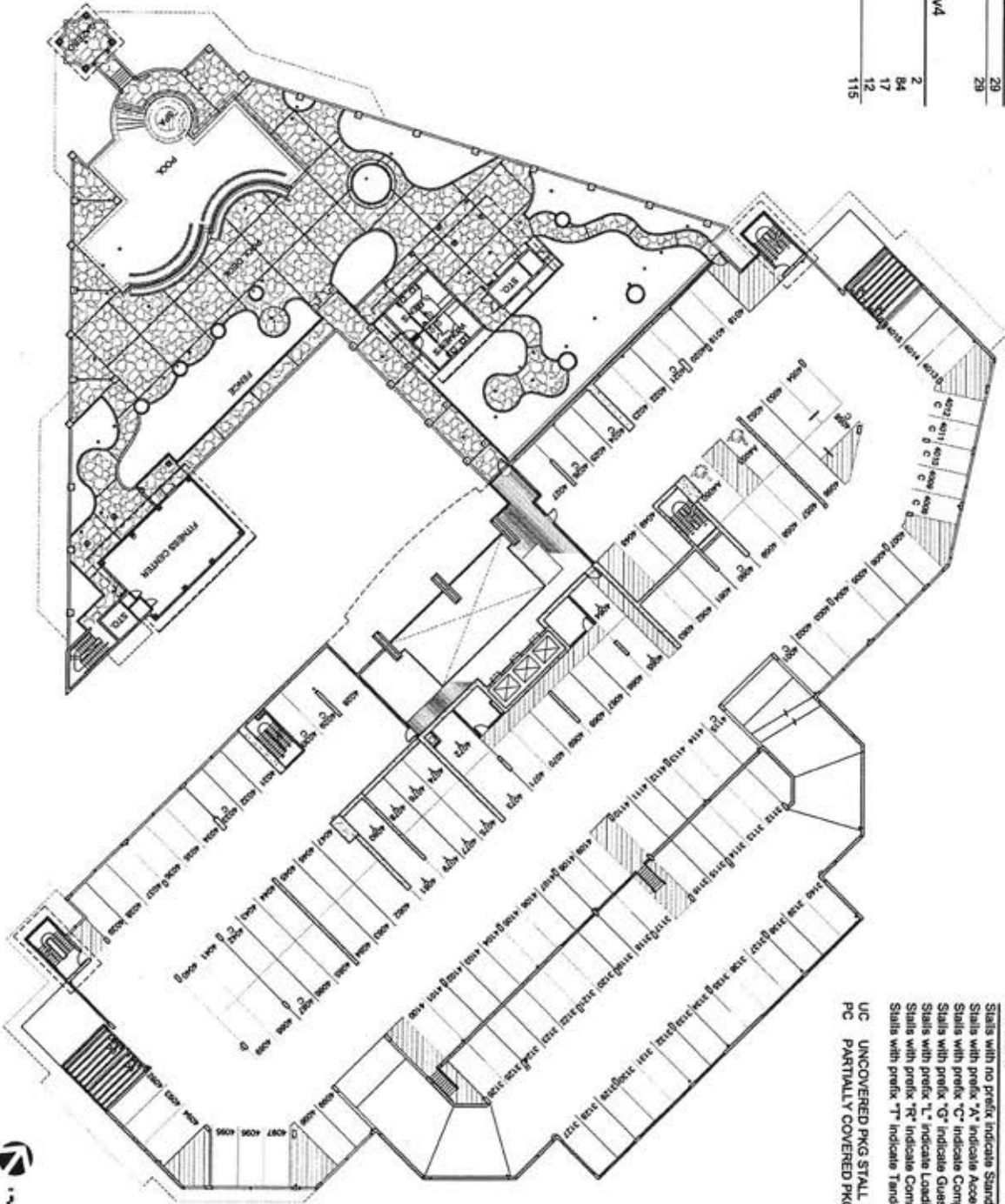
600 QUEEN STREET
 Honolulu, Hawaii



DEBRANT
 Media Five

PROJECT NO. 13-0000000000
 DATE 08/15/2013
 PROJECT 13-0000000000
 SHEET NO. 13-0000000000
 SHEET COMMENTS
 LEVEL 3 FLOOR PLAN
 CPR-4

Parking Lv 3A	
Standard	29
Total	29
Parking Lv4	
Accessible	2
Standard	84
Compact	17
Tandem	12
Total	115



LEGEND

Stalls with no prefix indicate Standard Stalls
 Stalls with prefix "A" indicate Accessible Stalls
 Stalls with prefix "C" indicate Compact Stalls
 Stalls with prefix "G" indicate Guest Stalls
 Stalls with prefix "L" indicate Loading Stalls
 Stalls with prefix "RC" indicate Commercial Stalls
 Stalls with prefix "T" indicate Tandem Stalls

UC UNCOVERED PKG STALL
 PC PARTIALLY COVERED PKG STALL



Keola La'i

600 QUEEN STREET
 Honolulu, Hawaii



DURANT
 Media Five

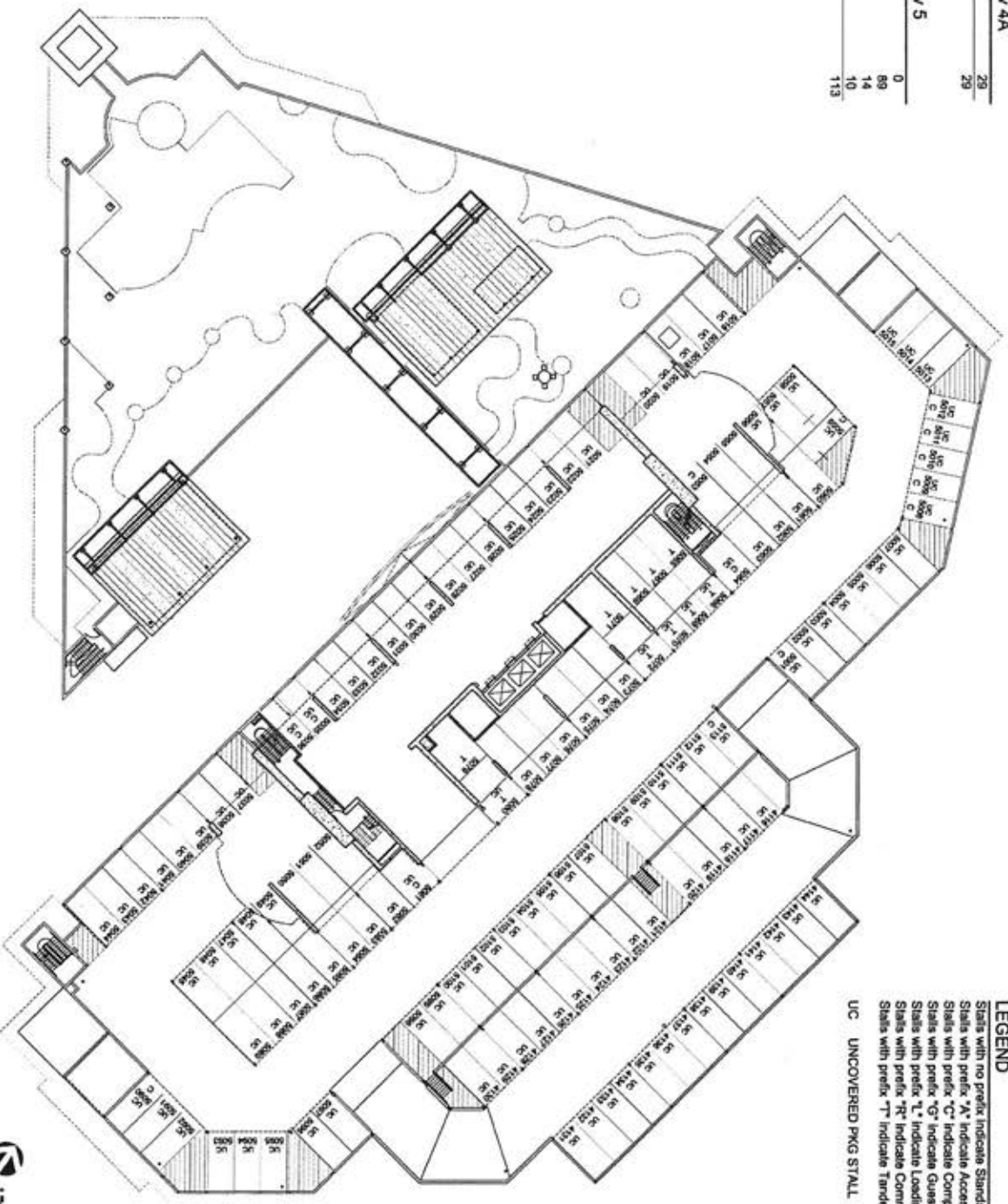
CONSULTANT

ARCHITECT

PROJECT NO. 1000000000
 SHEET NO. 1000000000
 DATE 10/1/2010

CPR-5

Parking Lv 4A	
Standard	29
Total	29
Parking Lv 5	
Accessible	0
Standard	89
Compact	14
Tandem	10
Total	113



LEGEND

- Stalls with no prefix indicate Standard Stalls
- Stalls with prefix "A" indicate Accessible Stalls
- Stalls with prefix "C" indicate Compact Stalls
- Stalls with prefix "G" indicate Guest Stalls
- Stalls with prefix "L" indicate Loading Stalls
- Stalls with prefix "T" indicate Tandem Stalls
- Stalls with prefix "UC" indicate Uncovered Parking Stalls



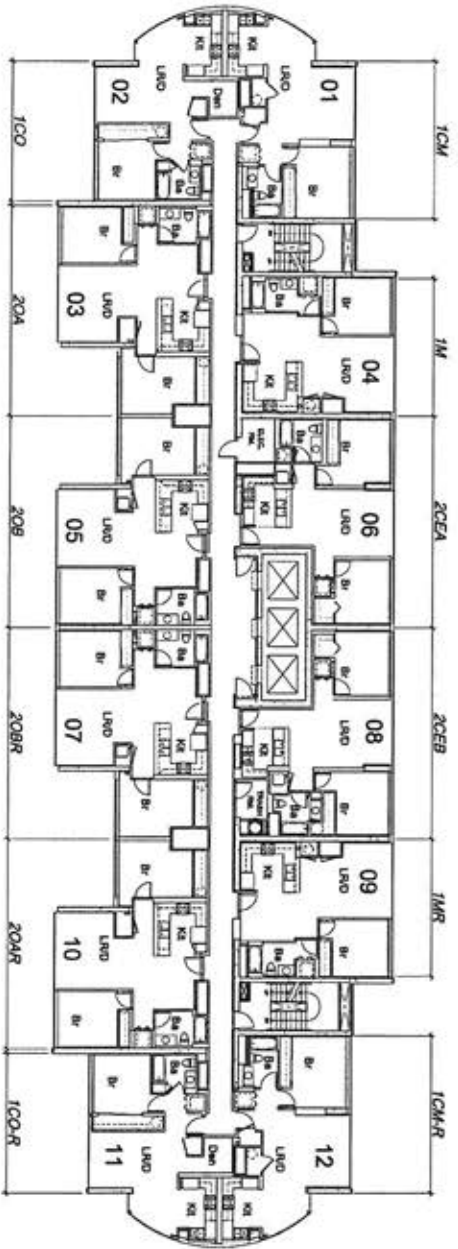
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 SHEET NO. 15-0000-01
 DATE: 11/15/15
 DRAWN BY: [Name]
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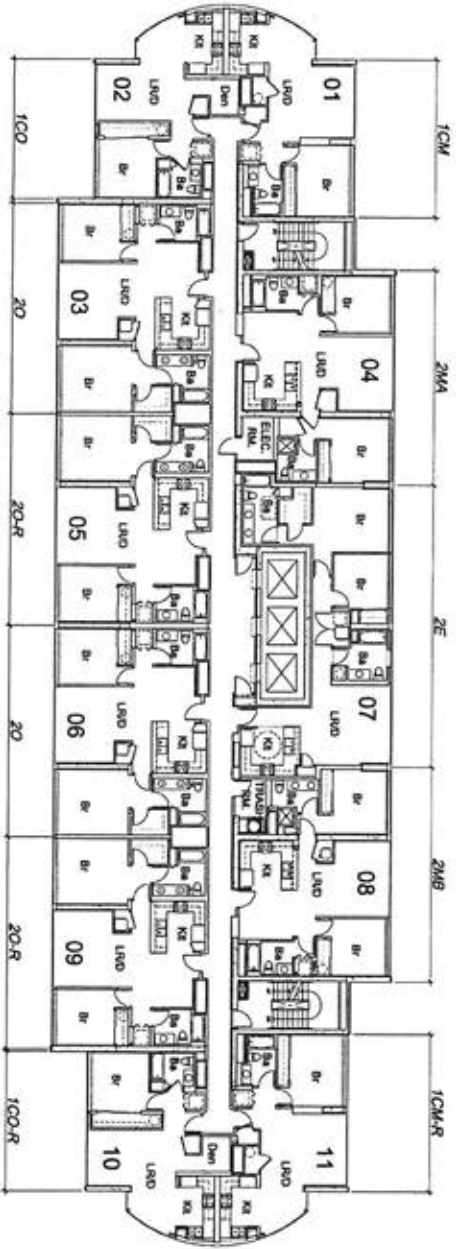
Keola La'i
 600 QUEEN STREET
 Honolulu, Hawaii



Keola La'i
 600 QUEEN STREET
 Honolulu, Hawaii



1 PLAN: TYPE A, ADDRESS: 600 Q. STREET



2 PLAN: TYPE B, ADDRESS: 600 Q. STREET

Keola La'i

600 QUEEN STREET
Honolulu, Hawaii

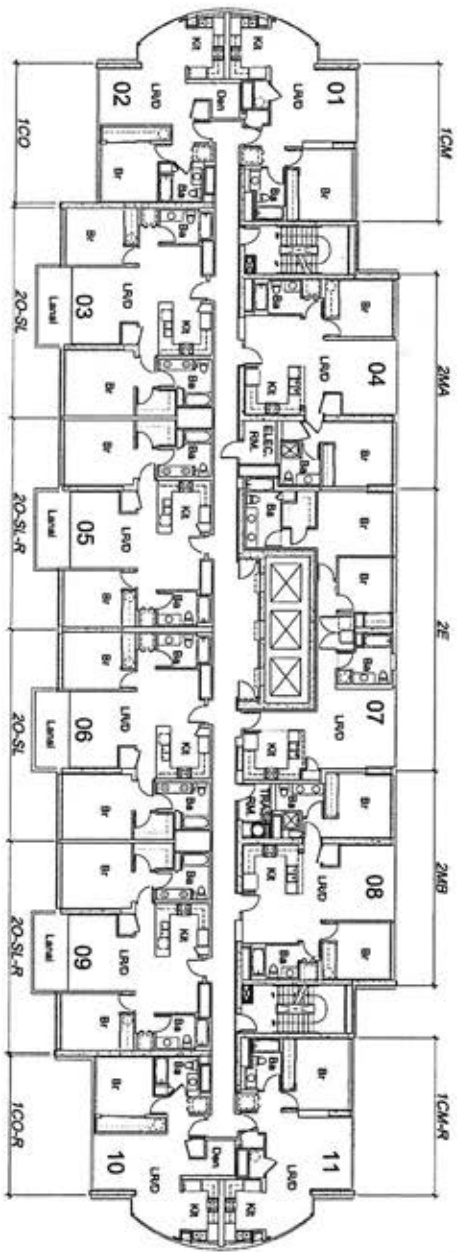


DIRRANT
Media Five

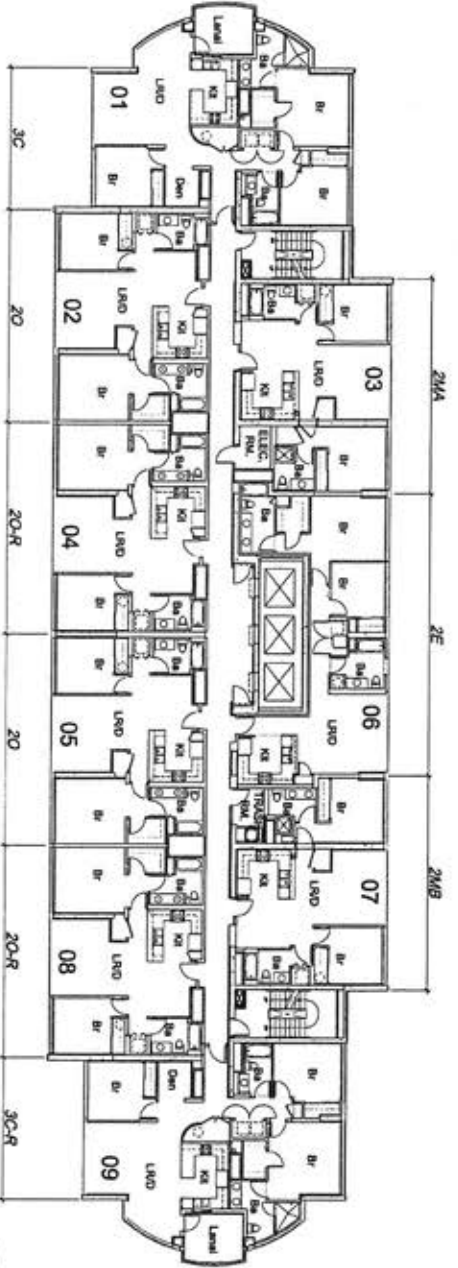
CONSULTANT

REVISIONS

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201				



1 DOWN TOWN CLEVELAND 19-21



2 MANHATTAN EAST 19-21



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DERRANT
Media Five

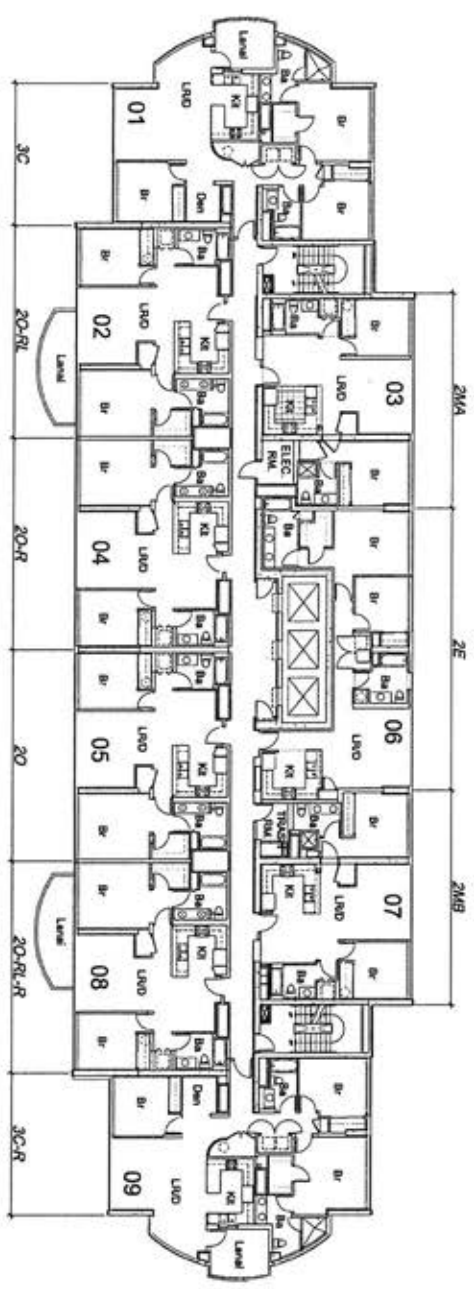
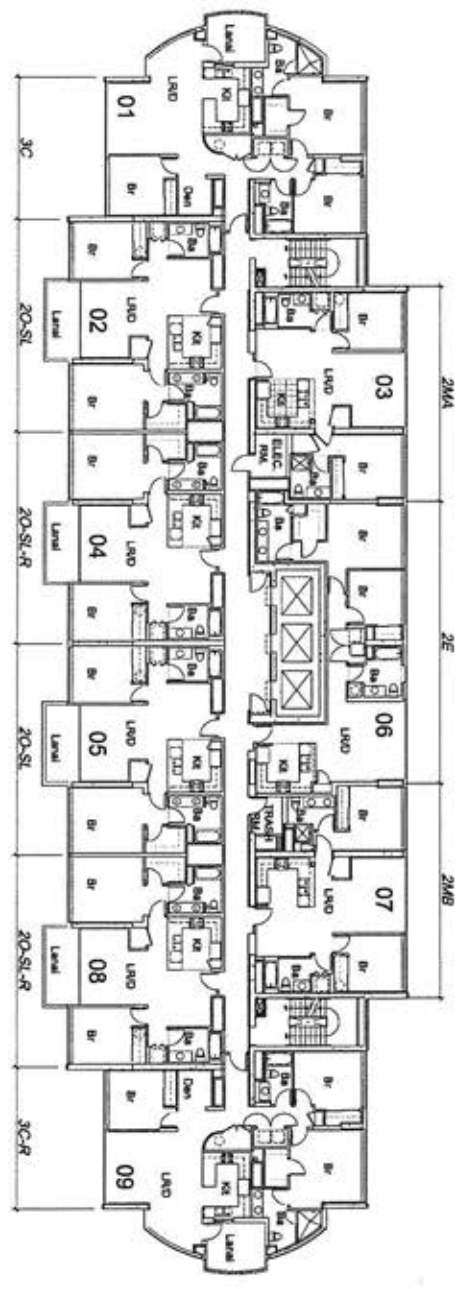
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REVISIONS _____

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DATE _____
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SHEET TITLE _____

FLOOR PLAN
TYPE C & E

CPR-8



Keola La'i

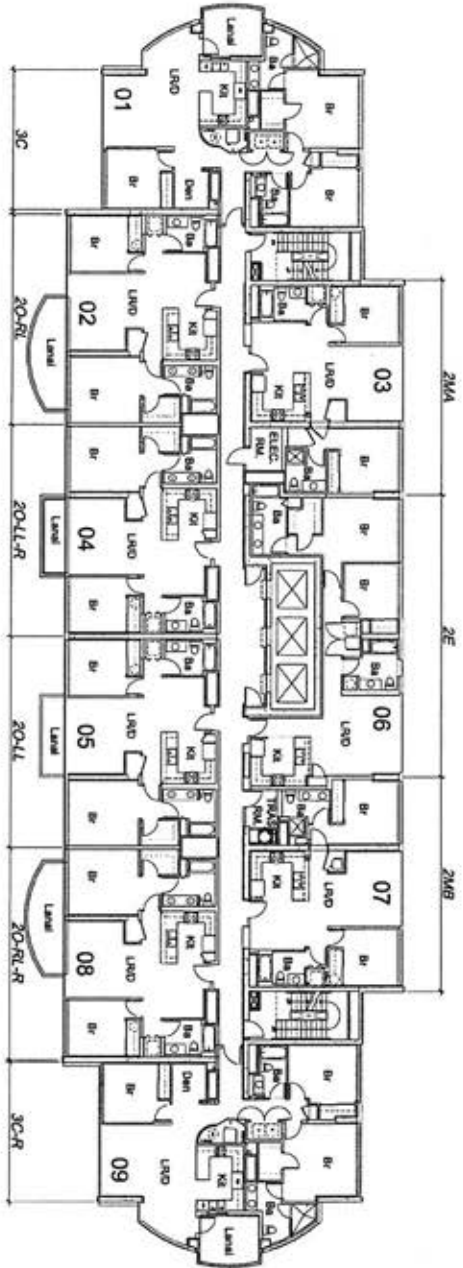
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Honolulu, Hawaii



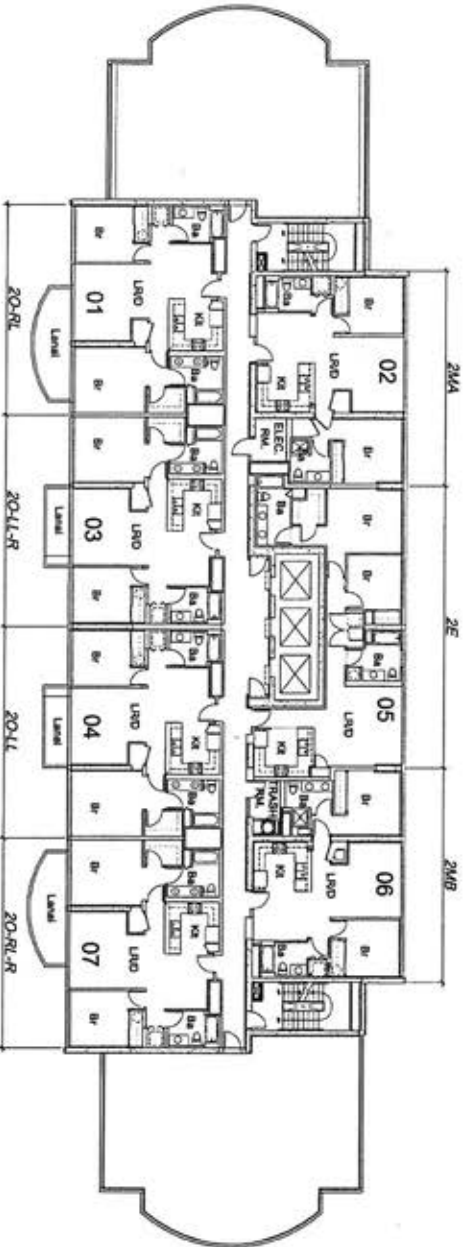
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Media Five

CONSULTANT
ARCHITECT
DATE
PROJECT
DRAWN BY
CHECKED BY
SCALE
SHEET NUMBER

FLOOR PLAN
TYPE F & H
CPR-9



1 PLAN OF FLOOR 2 (30'-0" x 20'-0")



2 PLAN OF FLOOR 3 (20'-0" x 20'-0")

Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURRANT
Media Five

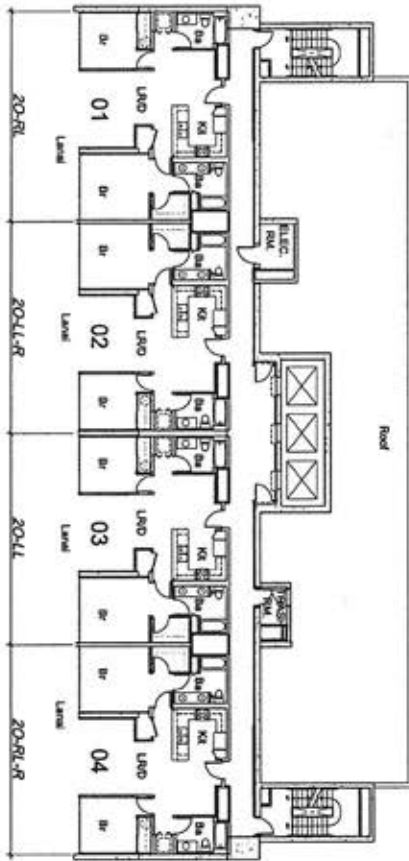
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PREPARED BY

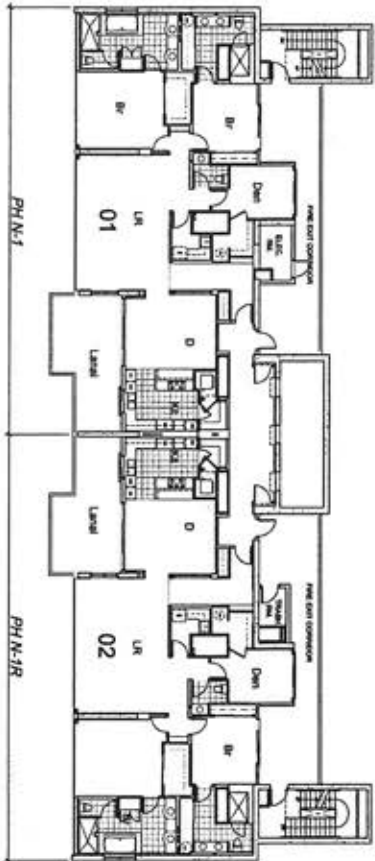
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DRAWN BY	W. H. H.
CHECKED BY	W. H. H.
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DATE	08/10/10
DRAWN BY	W. H. H.
CHECKED BY	W. H. H.

FLOOR PLAN
TYPE P & L

CPR-10



1 20TH LEVEL, MAIN LEVEL, 4D



2 21ST LEVEL, MAIN LEVEL, 4D



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DIRRANT
Media Five

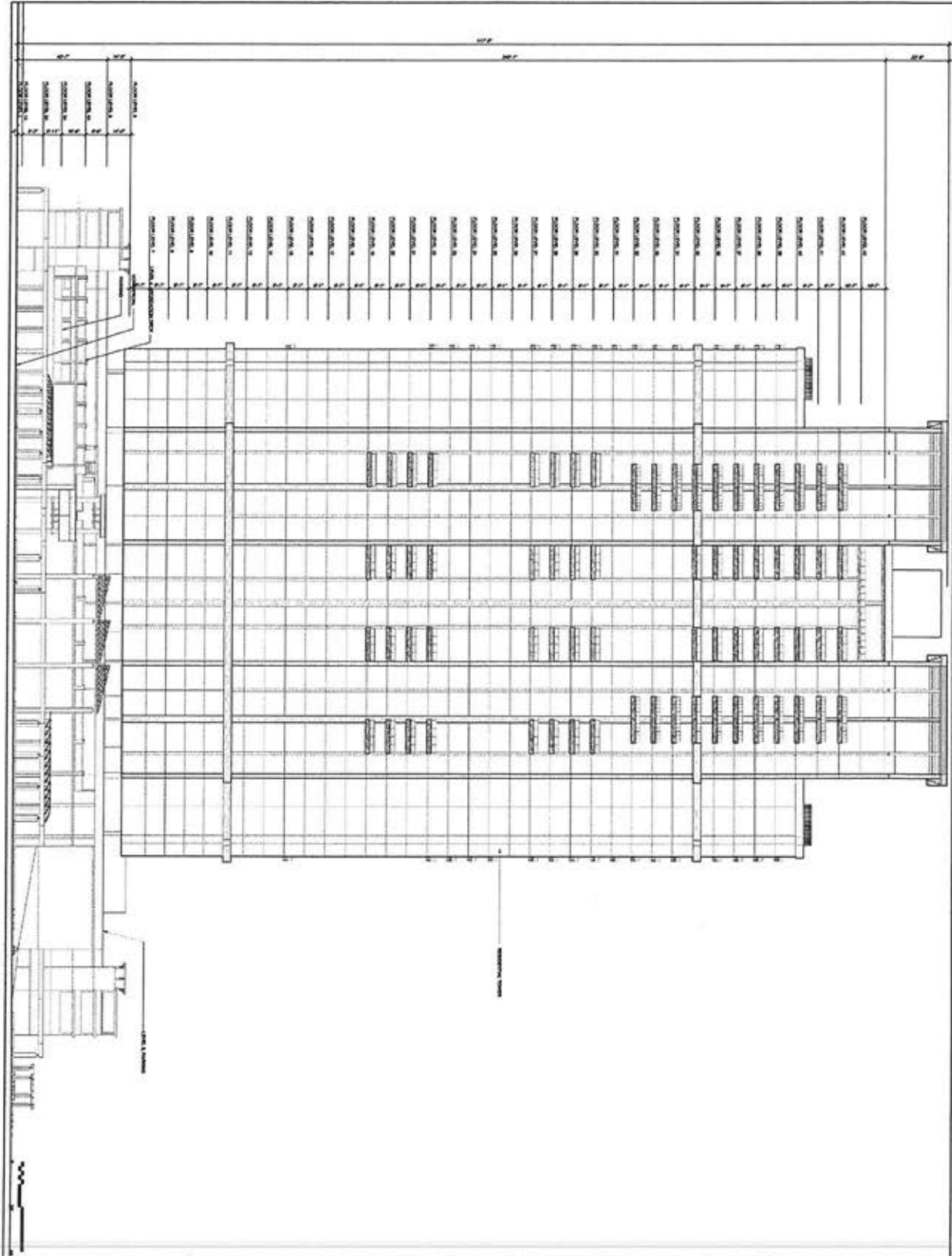
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ARCHITECT

PROJECT NO. 1000000000
DATE 10/20/10
PROJECT DIRECTOR
PROJECT MANAGER
DESIGNER
CHECKER
SCALE

FLOOR PLAN
TYPE MAIN

CPR-11



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DERRANT
Media Five

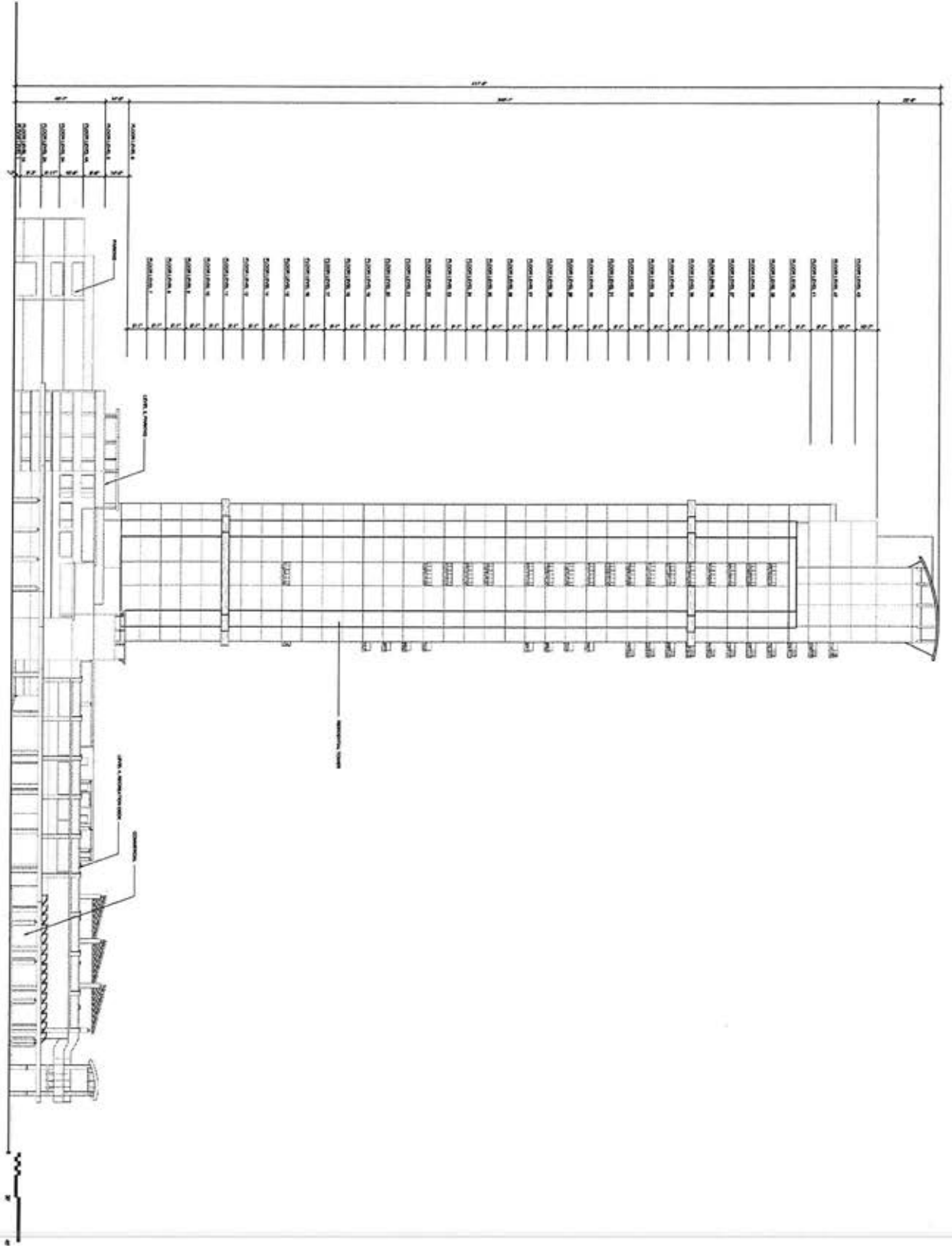
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PROJECT NO. 14848
DATE 11/11/11
DRAWN BY [Name]
CHECKED BY [Name]
DESIGNED BY [Name]
PROJECT MANAGER [Name]
PROJECT LOCATION
SHEET NUMBER
SHEET TOTAL

WEST
ELEVATION

CPR-12



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



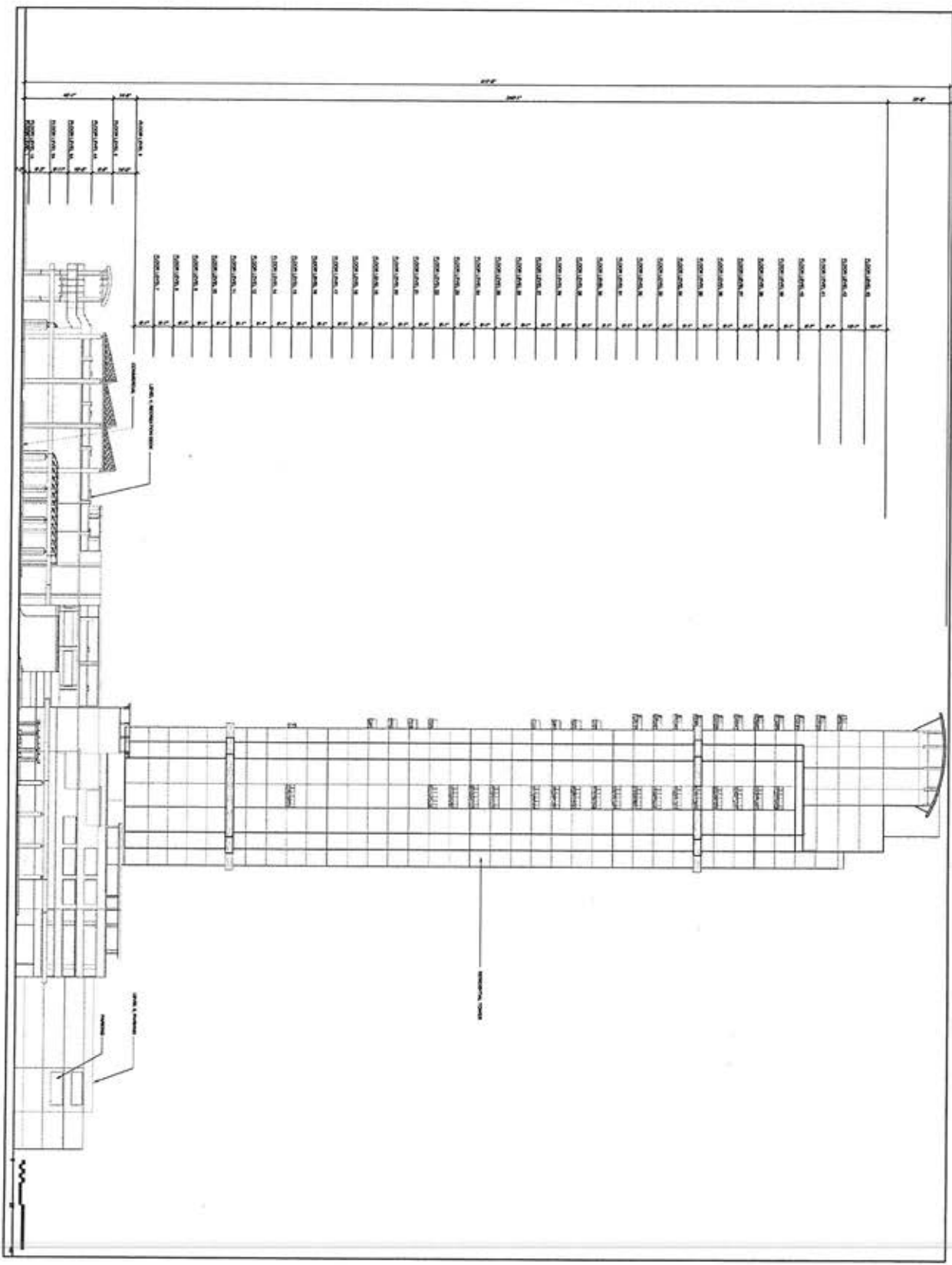
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CONSULTANT

ARCHITECT

PROJECT NO. 214-20
PROJECT NAME
PROJECT LOCATION
PROJECT COMMENCEMENT
SHEET TITLE
DATE
DRAWN BY
CHECKED BY
APPROVED BY
SCALE

CPR-13



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



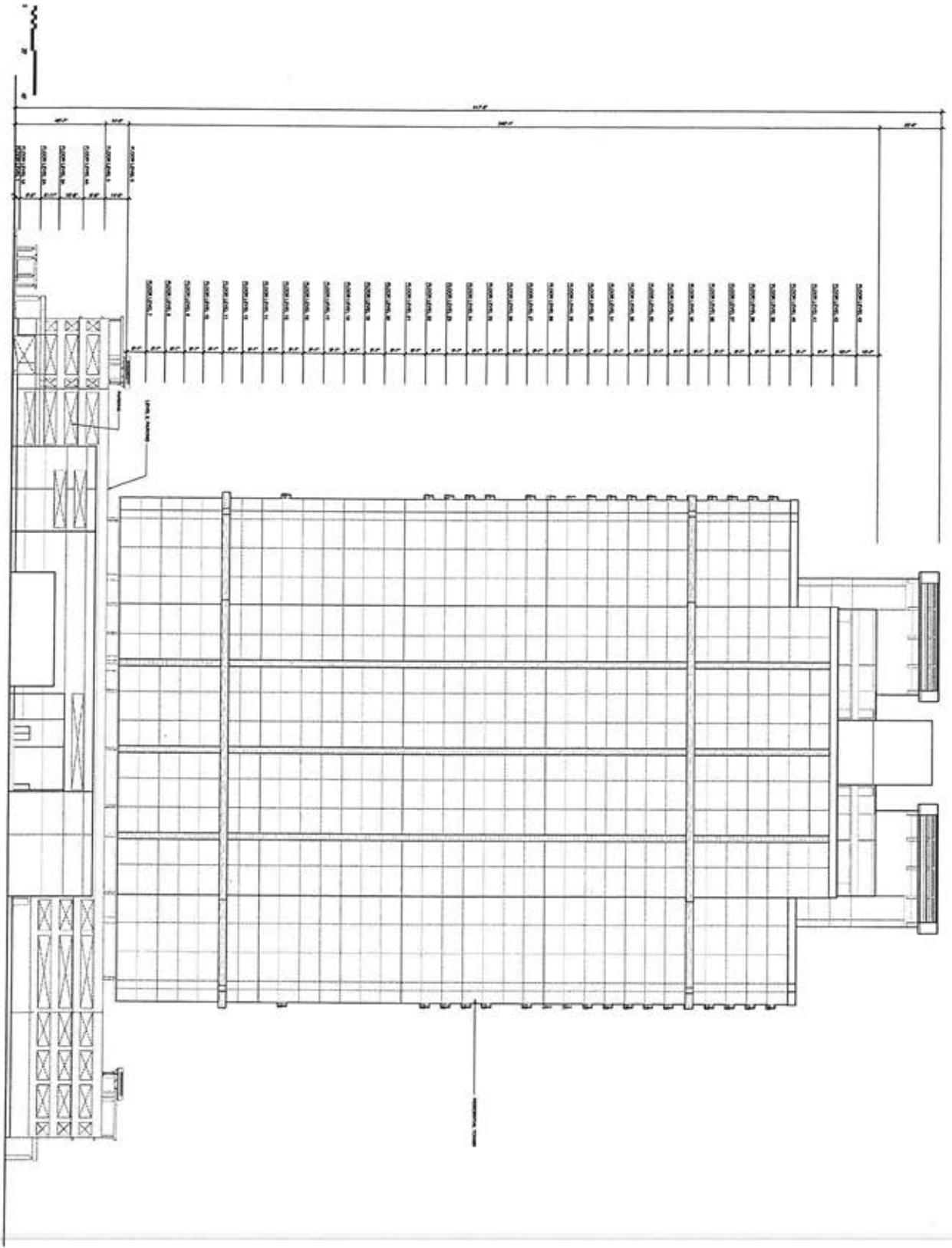
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CONSULTANT

ARCHITECT

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DATE 11/11/11
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CHECKED BY M. HANSEN
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PROJECT MANAGER M. HANSEN
PROJECT COORDINATOR M. HANSEN
PROJECT ARCHITECT M. HANSEN
PROJECT ENGINEER M. HANSEN
PROJECT CONSULTANT M. HANSEN
PROJECT ARCHITECT M. HANSEN
PROJECT ENGINEER M. HANSEN
PROJECT CONSULTANT M. HANSEN

CPR-14



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURANT
Media Five

CONSULTANT

ARCHITECT

PROJECT NO. 15000
DATE 08/2010
REVISION NO. 01
PROJECT LOCATION 600 QUEEN STREET
SHEET NUMBER 15 OF 15
SHEET DESCRIPTION EAST ELEVATION

CPR-15

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____ TIME _____

DOC Doc 2007-136455(-2007-136456)
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Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 4

**SECOND AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND
BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I
AND
CONDOMINIUM MAP NO. 4101**

THIS AMENDMENT (this "Amendment") is made this 30th day of July, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Land") and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Concurrently with recordation of the Original Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La'i dated October 21, 2005, recorded as Document No. 2005-217083 (the "Original Bylaws")

and filed in the Bureau Condominium Map No. 4101 for the Project (the "Original Condominium Map").

3. The Original Declaration, the Original Bylaws and the Original Condominium Map were amended by instrument dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460 (the "First Amendment"). The Original Declaration, the Original Bylaws and the Original Condominium Map, as amended by the First Amendment, are hereinafter respectively sometimes called the "Declaration," the "Bylaws" and the "Condominium Map".

4. The Developer is the current owner of all of the apartments in the Project and 100% of the Project's common interests. The Developer now wishes to amend the Declaration, the Bylaws and the Condominium Map to clarify and correct some of the information contained in the First Amendment.

NOW, THEREFORE, the Developer hereby amends the Declaration, the Bylaws and the Condominium Map as follows:

II. AMENDMENTS.

A. Declaration. The Declaration is hereby amended as follows:

1. Paragraph 2 of the Declaration ("General Description of the Project") is hereby amended to clarify that the twenty-five (25) guest parking stalls in the Project are limited common elements assigned to the Residential Apartments as a group, as provided in paragraph 5.4 of the Original Declaration. The words "unassigned common element parking stalls for guest parking", in paragraph 2 of the Original Declaration and in paragraph 2 of the Declaration as amended by the First Amendment, are hereby deleted and replaced with the words "limited common element parking stalls for guest parking assigned to the Residential Apartments as a group". In all other respects paragraph 2 of the Declaration, as amended by the First Amendment, remains unchanged.

2. The third paragraph of the section in Exhibit "C" attached to the Declaration and titled "COMMON ELEMENT AND LIMITED COMMON ELEMENT PARKING STALLS", as amended by the First Amendment, is hereby further amended in its entirety as follows:

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartments as a group and designated on the Condominium Map as "L104" and "L105", three (3) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101", "L102" and "L103".

B. Declaration, Bylaws and Condominium Map. The Declaration, Bylaws and Condominium Map are hereby further amended in all respects necessary to reflect that the First Amendment became effective upon recordation in the Bureau of Conveyances of the State of Hawaii and not in the Land Court, and the words "Land Court" on the signature page of the First


Amendment are hereby deleted and replaced with the words "Bureau of Conveyances of the State of Hawaii".

IN ALL OTHER RESPECTS the Declaration, Bylaws and Condominium Map, as amended by the First Amendment, remain unchanged and are hereby ratified and confirmed and remain in full force and effect.

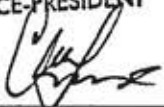
IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By 

RICHARD B. STACK
Its VICE-PRESIDENT

By 

CHARLES W. LOOMIS
Its ASST. SECRETARY

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

On this 30TH day of JULY, 2007, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

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

On this 30TH day of JULY, 2007, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____ TIME _____

Doc 2007-138212
AUG 02, 2007 12:00 PM

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 4

**THIRD AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made this 2nd day of August, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Land") and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Concurrently with recordation of the Original Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La'i dated October 21, 2005, recorded as Document No. 2005-217083 (the "Original Bylaws") and filed in the Bureau Condominium Map No. 4101 for the Project (the "Original Condominium Map").

3. The Original Declaration, the Original Bylaws and the Original Condominium Map were amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460 (the "First Amendment"), and dated July 30, 2007, recorded in the Bureau as Documents No. 2007-136455 and 2007-136456 (the "Second Amendment"). The Original Declaration, as so amended, is hereinafter called the "Declaration".

4. The Developer is the current owner of all of the apartments in the Project and 100% of the Project's common interests. The Developer now wishes to amend the Declaration further to clarify and correct some of the information contained in the First Amendment and the Second Amendment.

NOW, THEREFORE, the Developer hereby amends paragraph 2 of the Declaration in its entirety as follows:

2. **General Description of the Project.** The Project includes a forty-two (42) story building without basement (the "Building") with a thirty-seven (37) story tower containing three hundred fifty-two (352) residential apartments (the "Residential Apartments") situated on a five (5) story pedestal structure containing four (4) commercial apartments (the "Commercial Apartments"), seven hundred two (702) assigned limited common element parking stalls, including twenty-five (25) stalls for guest parking assigned to all of the Residential Apartments as a group and twenty-four stalls assigned to the Commercial Apartments as a group, mechanical, utility, maintenance and storage rooms, stairways, driveways, landscaped areas and other common elements as hereinafter described and as more particularly shown on the Condominium Map, constructed principally of steel, aluminum, concrete, glass and allied building materials.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii corporation
Its Manager

By  _____
Richard B. Stock
Its VICE PRESIDENT

By  _____
CHARLES W. LOOMIS
Its ASST. SECRETARY

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

On this 2nd day of August, 2007, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

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

On this 2nd day of August, 2007, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

Doc 2007-200035
NOV 15, 2007 10:00 AM

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 16

**FOURTH AMENDMENT
OF
KEOLA LA`I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND
AMENDMENT OF CONDOMINIUM MAP NO. 4101**

THIS AMENDMENT (this "Amendment") is made this 14th day of November, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La`i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Original Land") and all improvements thereon to a condominium property regime known as "Keola La`i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Concurrently with recordation of the Original Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La`i dated October 21, 2005, recorded as Document No. 2005-217083 (the "Original Bylaws")

and filed in the Bureau Condominium Map No. 4101 for the Project (the "Original Condominium Map").

3. The Original Declaration, the Original Bylaws and the Original Condominium Map were amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460 (the "First Amendment"), and dated July 30, 2007, recorded in the Bureau as Documents No. 2007-136455 and 2007-136456 (the "Second Amendment"). The Original Declaration was further amended by instrument dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212 (the "Third Amendment"). The Original Declaration, as so amended, is hereinafter called the "Declaration", and the Original Condominium Map, as so amended, is hereinafter called the "Condominium Map".

4. In accordance with requirements of the City and County of Honolulu, the Original Land has been subdivided to create one large lot designated as "Lot A-1", as more particularly described in Exhibit "A" attached hereto and made a part hereof, and four small roadway rounding corner lots designated as "Lot R-1", "Lot R-2", "Lot R-3" and "Lot R-4", as more particularly described in Schedule "1" attached hereto and made a part hereof. As part of the subdivision process, and as required by law, the Developer designated four new easements and a vehicle access rights restriction affecting new Lot A-1.

5. The Developer is the current owner of all of the apartments in the Project and 100% of the Project's common interests. The Developer now wishes to amend the Declaration and the Condominium Map further (i) to delete from the Project Lots R-1, R-2, R-3 and R-4 described in Schedule "1" attached hereto, and to confirm that the "Land" of the Project shall hereafter consist of Lot A-1 described in Exhibit "A" attached hereto, and (ii) to reflect the designation of easements and vehicle access rights affecting Lot A-1, as shown on said Exhibit "A", and (iii) to reflect that the Planned Development Agreement referred to in section 17 of the Declaration has been recorded in the Bureau, and (iv) to clarify and correct some of the information contained in the First Amendment, the Second Amendment and the Third Amendment, all in accordance with rights reserved to the Developer in the Declaration.

NOW, THEREFORE, the Developer hereby amends the Declaration and the Condominium Map as follows:

II. AMENDMENTS.

A. Declaration Amendments.

1. The Declaration is hereby amended by deleting from the Project and from the effect of the Declaration and the Act those four roadway rounding corner lots more particularly described in Schedule "1" attached to this Amendment as Lot R-1, Lot R-2, Lot R-3 and Lot R-4.

2. The Declaration is hereby further amended by deleting in its entirety original Exhibit "A" attached to the Declaration and replacing original Exhibit "A" with the new Exhibit "A" attached to this Amendment. The term "Land", as used in the Declaration, shall

hereafter mean and refer to Lot A-1 more particularly described in new Exhibit "A" attached to this Amendment. Lot A-1 is subject to the designation of new Easements "SW-1", "SW-2", "SW-3" and "W-1" and the restriction of vehicle access rights more particularly described in new Exhibit "A" attached to this Amendment.

3. That portion of Exhibit "C" attached to the Declaration and titled "COMMON ELEMENT AND LIMITED COMMON ELEMENT PARKING STALLS" is hereby amended in its entirety to read as follows:

**COMMON ELEMENT AND LIMITED COMMON ELEMENT
PARKING STALLS**

Assigned parking stalls whose numbers are followed by an "*" are uncovered or partially uncovered. All other assigned parking stalls are covered. The letter "C" preceding a parking stall number indicates a compact sized stall. The letter "T" preceding a parking stall number indicates a tandem stall. The letter "A" preceding a parking stall number indicates a handicap-accessible stall. All other stalls are standard sized.

In addition to the limited common element parking stalls assigned to the individual Commercial Apartments as shown in the foregoing chart, the following limited common element parking stalls are assigned to all of the Commercial Apartments, as a group, and are available for the use of the Owners, tenants, employees, customers and guests of the Commercial Apartments on a first-come, first-served basis: R102, R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, R115, R117, R118, R119, RA122, RA123, R124, R125, R126, R127 and R128.

The Project also contains twenty-five (25) covered stalls for guest parking, assigned to all of the Residential Apartments as a group, located on Parking Level 3 and numbered G301 through G308, GA309 (which is a handicap accessible guest stall) and G310 through G325.

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartments as a group and designated on the Condominium Map as "L104" and "L105", and three (3) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101", "L102" and "L103".

Apartment Owners may transfer assigned limited common element parking stalls pursuant to this Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of this Declaration, the Owner of an Apartment to which a handicap-accessible parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap-accessible stall.

B. Condominium Map Amendment. Sheet CPR-1 of the Condominium Map is hereby deleted and replaced in its entirety by amended Sheet CPR-1 filed in the Bureau concurrently with this Amendment. Amended Sheet CPR-1 reflects the deletion from the Project of the four roadway rounding corner lots described as Lots R-1, R-2, R-3 and R-4 on Schedule "1" attached hereto. A reduced copy of amended Sheet CPR-1 is attached hereto and made a part hereof, together with a copy of an Architect's Certificate, the original of which is attached to the full-sized original of Sheet CPR-1 filed in the Bureau.

IN ALL OTHER RESPECTS the Declaration and the Condominium Map remain unchanged and are hereby ratified and confirmed and remain in full force and effect.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii corporation
Its Manager

By 
R. K. SASAKI
Its PRESIDENT

By 
CHARLES W. LOOMIS
Its ASST. SECRETARY

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

On this 14th day of November, 2007, before me personally appeared R. K. SASAKI, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

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

On this 14th day of November, 2007, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

SCHEDULE "1"

The Original Land of the Project was subdivided into Lot A-1, more particularly described in Exhibit "A" attached to this Amendment, and Lots R-1, R-2, R-3 and R-4, as shown on that certain subdivision map stamped as approved by the Director of the Department of Planning and Permitting of the City and County of Honolulu on October 26, 2007, DPP File No. 2006/SUB-182. Lots R-1, R-2, R-3 and R-4 are more particularly described as follows and are, by this Amendment, deleted from the Project, the Declaration and the effect of the Act:

LOT R-1
For Roadway Rounding

All of that certain parcel of land, being a portion of Lot A and being also a portion Royal Patent 5716 to Piikoi Kamakee for Maria M. Cummins, on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, situate at Honolulu, Hawaii, thus bounded and described as per survey of Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated October 11, 2007, to wit:

Beginning at the west corner of this parcel of land, being on the southeasterly side of South Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,469.12 feet South and 2,740.36 feet West and running by azimuths measured clockwise from true South:

1. Along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

247° 34' 43" 9.55 feet;
2. Thence along south corner of the intersection of South Street and Kawaiahao Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

291° 53' 13" 28.09 feet;
3. 336° 30' 9.81 feet along the southwesterly side of Kawaiahao Street;
4. Thence along remainder of Lot A being also remainder of Royal Patent 5716 to Piikoi Kamakee for Maria M. Cummins, on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, on a curve to the left with a radius of 30.00 feet, the azimuth and distance of the chord being:

112° 11' 30" 41.91 feet to the point of beginning and containing an area of 102 square feet more or less.

LOT R-2
For Roadway Rounding

All of that certain parcel of land, being a portion of Lot A and being also a portion Royal Patent Grant 3183 to John Magoon, situate at Honolulu, Hawaii, thus bounded and described as per survey of Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated October 11, 2007, to wit:

Beginning at the north corner of this parcel of land, being on the southwesterly side of Kawaiahao Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,734.44 feet South and 2,593.08 feet West and running by azimuths measured clockwise from true South:

1. 336° 30' 7.73 feet along the southwesterly side of Kawaiahao Street;
2. Thence along the west corner of the intersection of Kawaiahao Street and Emily Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

 14° 11' 24.45 feet;
3. 51° 52' 7.73 feet along the northwesterly side of Emily Street;
4. Thence along remainder of Lot A and being also a portion Royal Patent Grant 3183 to John Magoon, on a curve to the left with a radius of 30.00 feet, the azimuth and distance of the chord being:

 194° 11' 36.68 feet to the point of beginning and containing an area of 57 square feet more or less.

LOT R-3
For Roadway Rounding

All of that certain parcel of land, being a portion of Lot A and being also a portion of Royal Patent Grant Number 3183 to John Magoon, situate at Honolulu, Hawaii, and thus bounded and described as per survey of Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated October 11, 2007, to wit:

Beginning at the northwest corner of this parcel of land, being on the northeasterly side of Queen Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,901.80 feet South and 2,820.53 feet West and running by azimuths measured clockwise from true South:

1. Along remainder of Lot A and being also a portion of Royal Patent Grant Number 3183 to John Magoon, on a curve to the left with a radius of 30.00 feet, the azimuth and distance of the chord being:

278° 02' 15" 43.28 feet;
2. 51° 52' 10.41 feet along the northeasterly side of Emily Street;
3. Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

98° 02' 15" 28.86 feet;
4. 144° 12' 30" 10.41 feet along the northeasterly side of Queen Street, to the point of beginning and containing an area of 117 square feet more or less.

LOT R-4
For Roadway Rounding

All of that certain parcel of land, being a portion of Lot A and being also a portion of Land Patent (DPW) Grant 71 to Estrella M. Calhau, situate at Honolulu, Hawaii, and thus bounded and described as per survey of Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated October 11, 2007, to wit:

Beginning at the west corner of this parcel of land, being on the northeasterly side of Queen Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3611.18 feet South and 3030.07 feet West and running by azimuths measured clockwise from true South:

1. 144° 12' 30" 20.67 feet along the northeasterly side of Queen Street;
2. Thence along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 25.00 feet, the azimuth and distance of the chord being:

157° 17' 38" 11.32 feet;
3. Thence along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

225° 10' 58.5" 17.42 feet;

4. 251° 00' 19.74 feet along the southeasterly side of South Street;
5. Thence along remainder of Lot A and being also a portion of Land Patent (DPW) Grant 71 to Estrella M. Calhau, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

17° 36' 15" 48.17 feet to the point of beginning and containing an area of 297 square feet more or less.

--END OF SCHEDULE "1"--

EXHIBIT "A"

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 5716 to Piikoi Kamakee for Maria M. Cummins, on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Land Patent (DPW) Grant Number 71 to Estrella M. Calhau, Royal Patent Grant Number 3182 to John Magoon, Royal Patent Grant Number 3183 to John Magoon and Deed: Territory of Hawaii to J.F. Bowler) situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, being LOT "A-1", being land bounded by Kawaiahao Street, Emily Street, Queen Street, and South Street, and thus bounded and described as per survey dated August 30, 2007:

Beginning at the west corner of this parcel of land, being on the east side of Queen Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3611.18 feet south and 3030.07 feet west and running by azimuths measured clockwise from true South:

1. Along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

197° 36' 15" 48.17 feet;
2. 251° 00' 242.62 feet along the southeasterly side of South Street;
3. Thence along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

249° 26' 30" 48.85 feet;
4. Thence along the south corner of the intersection of South Street and Kawaiahao Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

292° 11' 30" 41.91 feet;
5. 336° 30' 272.05 feet along the southwesterly side of Kawaiahao Street;
6. Thence along the west corner of the intersection of Kawaiahao Street and Emily Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

14° 11' 36.68 feet;
7. 51° 52' 223.25 feet along the northwesterly side of Emily Street;

8. Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

98°	02'	15"	43.28	feet;
-----	-----	-----	-------	-------
9. 144° 12' 30" 358.29 feet along the northeasterly side of Queen Street to the point of beginning and containing an area of 116,767 square feet more or less.

BEING A PORTION OF THE PREMISES DESCRIBED IN QUITCLAIM DEED

GRANTOR : KAKAAKO M-P DEVELOPMENT, a Hawaii limited partnership
 GRANTEE : A&B KAKAAKO LLC, a Hawaii limited liability company
 DATED : August 25, 2004
 RECORDED : Document No. 2004-173894

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The terms and provisions contained in unrecorded SUPPLEMENT TO DEED dated July 31, 1989, by and between PARIS REALTY U.S.A., INC., a Hawaii corporation, and MM HAWAII INVESTMENT CORPORATION, a Hawaii corporation, as contained in DEED dated July 31, 1989, recorded in Liber 23469 at Page 731.
3. Any utility lines and easements thereto that may be existing and/or as reserved in DEED from MAGOON ESTATE, LIMITED, et al. to the CITY AND COUNTY OF HONOLULU dated September 15, 1930, recorded in Liber 1057 at Page 316, as well as noted in Resolution No. 88-465 of the CITY COUNCIL of the CITY AND COUNTY OF HONOLULU, approved April 11, 1990.
4. The terms and provisions contained in Resolution No. 90-116 of the CITY COUNCIL of the CITY AND COUNTY OF HONOLULU adopted April 4, 1990.

The foregoing includes, but is not limited to, the following:

“provided further that the approval granted herein be subject to the planting by MM Hawaii Development Corporation within the project site of a suitable Indian Banyan Tree, Ficus Benghalensis, and that the property owner shall consult with the Arborist

Committee regarding the suitability, origin and removal, and manner of relocation of the tree in implementing this condition.”

5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : August 12, 1992
RECORDED : Document No. 92-137183
PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY,
STATE OF HAWAII, “HCDA”, and KAKAAKO M-P
DEVELOPMENT, a Hawaii limited partnership, “KMPD”
RE : development

6. The terms and provisions contained in the following:

INSTRUMENT : PLANNED DEVELOPMENT AGREEMENT

DATED : February 13, 2007
RECORDED : Document No. 2007-028499
PARTIES : HAWAII COMMUNITY DEVELOPMENT AUTHORITY,
STATE OF HAWAII and A&B KAKAAKO LLC, a Hawaii
limited liability company

7. DESIGNATION OF EASEMENT “SW-1”

PURPOSE : pedestrian access
SHOWN : on subdivision map prepared by Michael T. Kutaka, Licensed
Professional Land Surveyor with Baseline Surveying, LLC, dated
August 21, 2006, approved by the Department of Planning and
Permitting, City and County of Honolulu, on October 26, 2007
(File No. 2006/SUB-182)

8. DESIGNATION OF EASEMENT “SW-2”

PURPOSE : pedestrian access
SHOWN : on subdivision map prepared by Michael T. Kutaka, Licensed
Professional Land Surveyor with Baseline Surveying, LLC, dated
August 21, 2006, approved by the Department of Planning and
Permitting, City and County of Honolulu, on October 26, 2007
(File No. 2006/SUB-182)

9. DESIGNATION OF EASEMENT “SW-3”

PURPOSE : pedestrian access

SHOWN : on subdivision map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the Department of Planning and Permitting, City and County of Honolulu, on October 26, 2007 (File No. 2006/SUB-182)

10. DESIGNATION OF EASEMENT "W-1"

PURPOSE : water

SHOWN : on subdivision map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the Department of Planning and Permitting, City and County of Honolulu, on October 26, 2007 (File No. 2006/SUB-182)

11. RESTRICTION OF VEHICLE ACCESS RIGHTS

ALONG : Queen Street

SHOWN : on subdivision map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the Department of Planning and Permitting, City and County of Honolulu, on October 26, 2007 (File No. 2006/SUB-182)

12. Any and all grants of easement and/or easement rights over and across Easements "SW-1", "SW-2", "SW-3" and "W-1" now or hereafter made by A&B KAKAAKO LLC in accordance with the exercise of rights reserved to the Developer in this Declaration.

-- END OF EXHIBIT "A" --

ARCHITECT'S CERTIFICATE

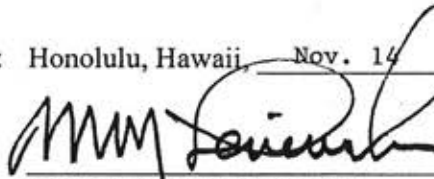
KEOLA LA'I

Dr. Michael James Leineweber, AIA, being duly sworn on oath, deposes and says:

1. I am duly licensed to practice as an architect and registered in the State of Hawaii. My Hawaii registration number is 4010.
2. I am the responsible architect for preparing Condominium Map No. 4101, as amended, for KEOLA LA'I, a fee simple condominium project (the "Project"), situated on land bounded by Kawaihahao Street, Emily Street, Queen Street and South Street, City and County of Honolulu, State of Hawaii, further identified as Tax Map Key No: (1) 2-1-048-008.
3. I hereby certify that the attached amended Sheet CPR-1 of Condominium Map No. 4101 is an accurate copy of portions of the plans of the building or buildings as filed with the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

Further Affiant sayeth naught.

Dated: Honolulu, Hawaii, Nov. 14, 2007

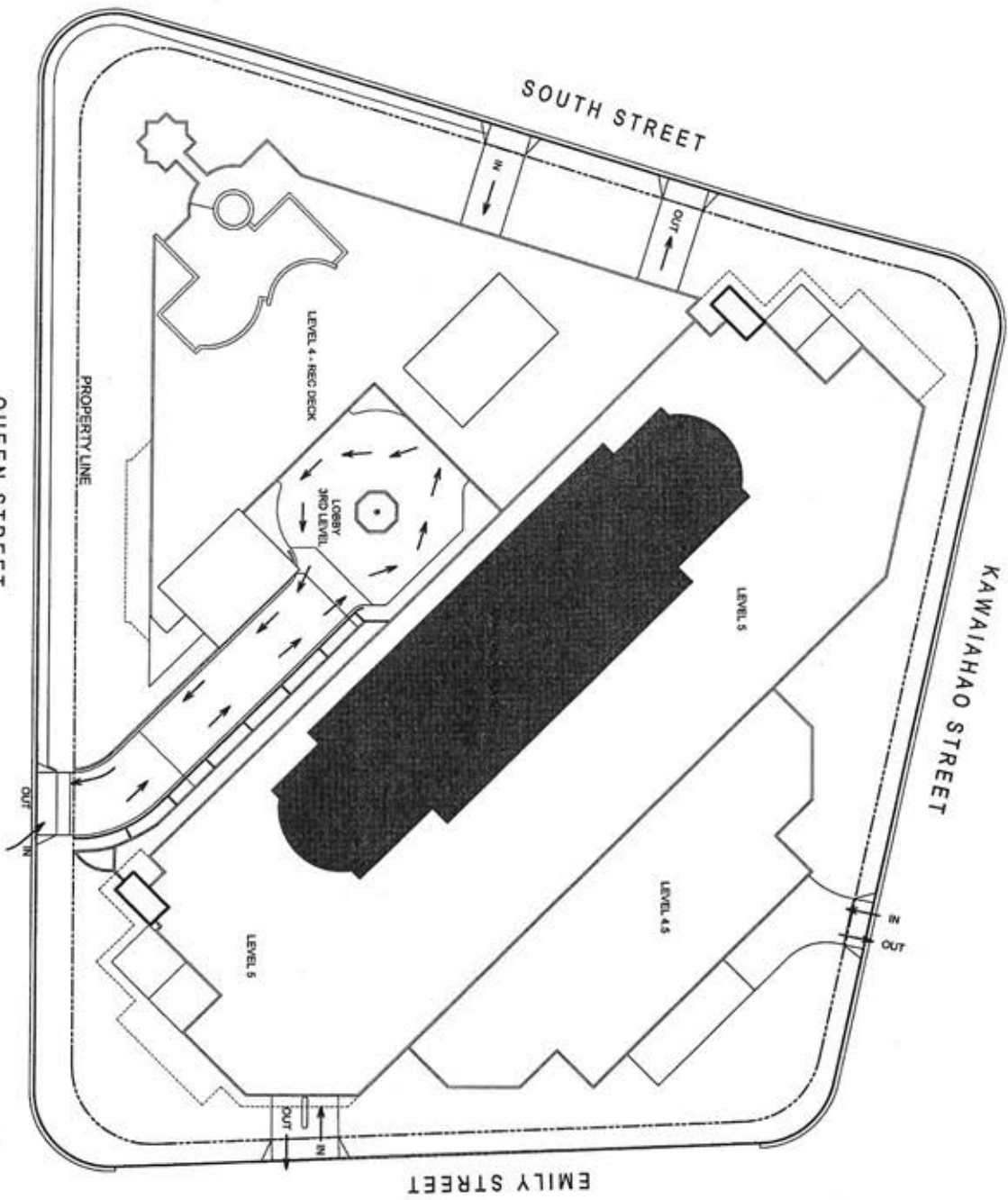


Michael James Leineweber
Hawaii Registration No. 4010

Subscribed and sworn to before me this
_____ day of NOV 14 2007, 2007.


Notary Public, State of Hawaii
My commission expires: 01/24/2010





Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DUREANT
Media Five

CONSULTANTS

ARCHITECTS

PROJECT NO. 1000000000
PROJECT NAME
PROJECT LOCATION
PROJECT DATE
PROJECT OWNER

SITE PLAN

DATE

CPR-1

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Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 18

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made this 21st day of February, 2008, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Original Land") and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Documents No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, and dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035. The Original Declaration, as so amended, is hereinafter called the

“Declaration”. Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. The Declaration currently provides that the following parking stalls (among other parking stalls) are assigned as limited common elements to Apartment 1104 (the letters and asterisks included in some parking stall numbers have the meanings given in the Declaration):

C1009, C1010, 2007, C2014, 2034, 2037, 2087, 2094, 2099, C2106, 2112, 2117, 2128, 2157, C3008, C3011, 3019*, A3050, A3052, A3053, 3054, C3057, 3081, 3086*, 3087*, 3117, C4001, C4008, C4009, C4011, C4012, C4033, 4040, A4050, 5002* and C5081*.

5. The Declaration also currently provides that parking stalls 1029 and 1030 are assigned as limited common elements to Apartment 3901, parking stalls 1027 and 1028 are assigned as limited common elements to Apartment 4203, parking stall 4099 is assigned as a limited common element to Apartment 2504, and parking stall 5046* is assigned as a limited common element to Apartment 611.

6. The Declaration also currently provides that parking stalls 2197 and 2198 are assigned as limited common elements to Apartment 4201.

7. The Developer is the current owner of all of the foregoing Apartments in the Project and now wishes to transfer the limited common element parking stalls identified in the foregoing paragraphs 4 and 5 in accordance with paragraph 9 of the Declaration as more particularly set forth herein. The Developer also wishes to correct a typographical error in the Declaration and change the numbers of the parking stalls assigned to Apartment 4201 from “2197” and “2198” to “2097” and “2098”. There are no parking stalls numbered “2197” and “2198” in the Project.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

I. AMENDMENTS.

1. Parking stall C4008 is hereby transferred from Apartment 1104 to Apartment 702 and is hereby designated as a limited common element appurtenant to Apartment 702.

2. Parking stall C1010 is hereby transferred from Apartment 1104 to Apartment 902 and is hereby designated as a limited common element appurtenant to Apartment 902.

3. Parking stall C4033 is hereby transferred from Apartment 1104 to Apartment 1002 and is hereby designated as a limited common element appurtenant to Apartment 1002.

4. Parking stall C5081* is hereby transferred from Apartment 1104 to Apartment 1004 and is hereby designated as a limited common element appurtenant to Apartment 1004.
5. Parking stall 5002* is hereby transferred from Apartment 1104 to Apartment 1011 and is hereby designated as a limited common element appurtenant to Apartment 1011.
6. Parking stall 3086* is hereby transferred from Apartment 1104 to Apartment 1202 and is hereby designated as a limited common element appurtenant to Apartment 1202.
7. Parking stall 3081 is hereby transferred from Apartment 1104 to Apartment 1601 and is hereby designated as a limited common element appurtenant to Apartment 1601.
8. Parking stall 2112 is hereby transferred from Apartment 1104 to Apartment 1610 and is hereby designated as a limited common element appurtenant to Apartment 1610.
9. Parking stall 3117 is hereby transferred from Apartment 1104 to Apartment 1702 and is hereby designated as a limited common element appurtenant to Apartment 1702.
10. Parking stall 4040 is hereby transferred from Apartment 1104 to Apartment 1703 and is hereby designated as a limited common element appurtenant to Apartment 1703.
11. Parking stall 2094 is hereby transferred from Apartment 1104 to Apartment 1704 and is hereby designated as a limited common element appurtenant to Apartment 1704.
12. Parking stall A3050 is hereby transferred from Apartment 1104 to Apartment 611 and is hereby designated as a limited common element appurtenant to Apartment 611.
13. Parking stall C4012 is hereby transferred from Apartment 1104 to Apartment 1801 and is hereby designated as a limited common element appurtenant to Apartment 1801.
14. Parking stall C2014 is hereby transferred from Apartment 1104 to Apartment 1809 and is hereby designated as a limited common element appurtenant to Apartment 1809.
15. Parking stall C4011 is hereby transferred from Apartment 1104 to Apartment 1810 and is hereby designated as a limited common element appurtenant to Apartment 1810.
16. Parking stall 3019* is hereby transferred from Apartment 1104 to Apartment 1901 and is hereby designated as a limited common element appurtenant to Apartment 1901.
17. Parking stall A3053 is hereby transferred from Apartment 1104 to Apartment 1907 and is hereby designated as a limited common element appurtenant to Apartment 1907.
18. Parking stall C4001 is hereby transferred from Apartment 1104 to Apartment 1911 and is hereby designated as a limited common element appurtenant to Apartment 1911.

19. Parking stall A3052 is hereby transferred from Apartment 1104 to Apartment 2111 and is hereby designated as a limited common element appurtenant to Apartment 2111.

20. Parking stall 2087 is hereby transferred from Apartment 1104 to Apartment 2202 and is hereby designated as a limited common element appurtenant to Apartment 2202.

21. Parking stall 2034 is hereby transferred from Apartment 1104 to Apartment 2301 and is hereby designated as a limited common element appurtenant to Apartment 2301.

22. Parking stall 2099 is hereby transferred from Apartment 1104 to Apartment 2309 and is hereby designated as a limited common element appurtenant to Apartment 2309.

23. Parking stall 2007 is hereby transferred from Apartment 1104 to Apartment 2401 and is hereby designated as a limited common element appurtenant to Apartment 2401.

24. Parking stall 2128 is hereby transferred from Apartment 1104 to Apartment 2406 and is hereby designated as a limited common element appurtenant to Apartment 2406.

25. Parking stall 2117 is hereby transferred from Apartment 1104 to Apartment 2701 and is hereby designated as a limited common element appurtenant to Apartment 2701.

26. Parking stall 3054 is hereby transferred from Apartment 1104 to Apartment 2907 and is hereby designated as a limited common element appurtenant to Apartment 2907.

27. Parking stall C3057 is hereby transferred from Apartment 1104 to Apartment 2909 and is hereby designated as a limited common element appurtenant to Apartment 2909.

28. Parking stall C4009 is hereby transferred from Apartment 1104 to Apartment 3107 and is hereby designated as a limited common element appurtenant to Apartment 3107.

29. Parking stall C3011 is hereby transferred from Apartment 1104 to Apartment 3109 and is hereby designated as a limited common element appurtenant to Apartment 3109.

30. Parking stall C2106 is hereby transferred from Apartment 1104 to Apartment 3409 and is hereby designated as a limited common element appurtenant to Apartment 3409.

31. Parking stall 2157 is hereby transferred from Apartment 1104 to Apartment 3607 and is hereby designated as a limited common element appurtenant to Apartment 3607.

32. Parking stall 3087* is hereby transferred from Apartment 1104 to Apartment 3609 and is hereby designated as a limited common element appurtenant to Apartment 3609.

33. Parking stall C1009 is hereby transferred from Apartment 1104 to Apartment 3906 and is hereby designated as a limited common element appurtenant to Apartment 3906.

34. Parking stall 2037 is hereby transferred from Apartment 1104 to Apartment 4102 and is hereby designated as a limited common element appurtenant to Apartment 4102.

35. Parking stall A4050 is hereby transferred from Apartment 1104 to Apartment 2504 and is hereby designated as a limited common element appurtenant to Apartment 2504.

36. Parking stall C3008 is hereby transferred from Apartment 1104 to Apartment 3903 and is hereby designated as a limited common element appurtenant to Apartment 3903.

37. Parking stalls 1027 and 1028 are hereby transferred from Apartment 4203 to Apartment 3901 and are hereby designated as limited common elements appurtenant to Apartment 3901.

38. Parking stalls 1029 and 1030 are hereby transferred from Apartment 3901 to Apartment 4203 and are hereby designated as limited common elements appurtenant to Apartment 4203.

39. Parking stall 4099 is hereby transferred from Apartment 2504 to Apartment 1710 and is hereby designated as a limited common element appurtenant to Apartment 1710.

40. Parking stall 5046* is hereby transferred from Apartment 611 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.

41. Parking stall 2197 is hereby renumbered as parking stall 2097, and parking stall 2198 is hereby renumbered as parking stall 2098, and parking stalls 2097 and 2098 are hereby designated as limited common elements appurtenant to Apartment 4201.

42. To reflect the foregoing parking stall transfers and renumbering, Exhibit "C" attached to the Declaration is hereby deleted and replaced in its entirety with the amended Exhibit "C" attached hereto and made a part hereof.


IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

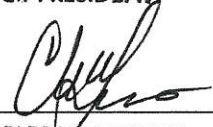
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IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

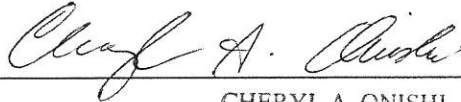
By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By  _____
RICHARD B. STACK
Its VICE-PRESIDENT

By  _____
CHARLES W. LOOMIS
Its ASST. SECRETARY

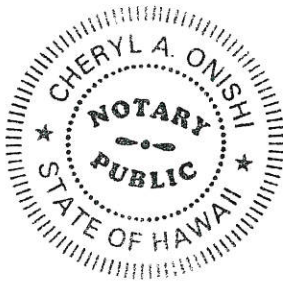
STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this 21st day of February, 2008, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



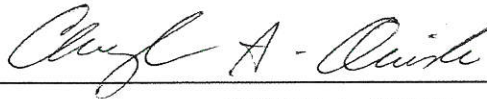
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009



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

On this 21st day of February, 2008, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

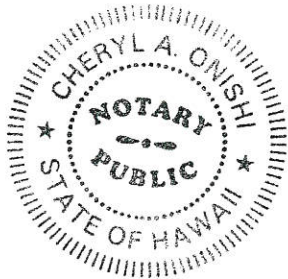


EXHIBIT "C"

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
601	1CM	686	--	5039*	0.1964%
602	1CO	673	--	5038*	0.1927%
603	2OA	876	--	4144*	0.2508%
604	1M	672	--	4124*	0.1924%
605	2OB	881	--	4143*	0.2522%
606	2CEA	780	--	4142*	0.2233%
607	2OB-R	881	--	4131*	0.2522%
608	2CEB	785	--	4116*	0.2248%
609	1M-R	672	--	4123*	0.1924%
610	2OA-R	876	--	4117*	0.2508%
611	1CO-R	673	--	A3050	0.1927%
612	1CM-R	686	--	4122*	0.1964%
701	1CM	686	--	5047*	0.1964%
702	1CO	673	--	5089*, C4008	0.1927%
703	2OA	876	--	4130*	0.2508%
704	1M	672	--	4125*	0.1924%
705	2OB	881	--	4129*	0.2522%
706	2CEA	780	--	4128*	0.2233%
707	2OB-R	881	--	4132*	0.2522%
708	2CEB	785	--	4133*	0.2248%
709	1M-R	672	--	4126*	0.1924%
710	2OA-R	876	--	4127*	0.2508%
711	1CO-R	673	--	5088*	0.1927%
712	1CM-R	686	--	4121*	0.1964%
801	1CM	686	--	5087*	0.1964%
802	1CO	673	--	5086*	0.1927%
803	2OA	876	--	4141*	0.2508%
804	1M	672	--	5048*	0.1924%
805	2OB	881	--	4118*	0.2522%
806	2CEA	780	--	4119*	0.2233%
807	2OB-R	881	--	4120*	0.2522%
808	2CEB	785	--	4140*	0.2248%
809	1M-R	672	--	4137*	0.1924%
810	2OA-R	876	--	4134*	0.2508%
811	1CO-R	673	--	5049*	0.1927%
812	1CM-R	686	--	4136*	0.1964%
901	1CM	686	--	5078*	0.1964%
902	1CO	673	--	5074*, C1010	0.1927%
903	2OA	876	--	4139*	0.2508%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
904	1M	672	--	5060*	0.1924%
905	2OB	881	--	4138*	0.2522%
906	2CEA	780	--	4135*	0.2233%
907	2OB-R	881	--	C5009*	0.2522%
908	2CEB	785	--	C5012*	0.2248%
909	1M-R	672	--	C5011*	0.1924%
910	2OA-R	876	--	C5010*	0.2508%
911	1CO-R	673	--	3138	0.1927%
912	1CM-R	686	--	C5008*	0.1964%
1001	1CM	686	--	5084*	0.1964%
1002	1CO	673	--	4047, C4033	0.1927%
1003	2OA	876	--	5098*	0.2508%
1004	1M	672	--	5101*, C5081*	0.1924%
1005	2OB	881	--	5007*	0.2522%
1006	2CEA	780	--	5091*	0.2233%
1007	2OB-R	881	--	C5090*	0.2522%
1008	2CEB	785	--	5058*	0.2248%
1009	1M-R	672	--	C5059*	0.1924%
1010	2OA-R	876	--	5097*	0.2508%
1011	1CO-R	673	--	5109*, 5002*	0.1927%
1012	1CM-R	686	--	5108*	0.1964%
1101	1CM	686	--	5073*	0.1964%
1102	1CO	673	--	5051	0.1927%
1103	2O	1,022	--	5082*, 5083*	0.2926%
1104	2MA	953	--	(See Special Note Below)	0.2729%
1105	2O-R	1,022	--	5003*, 5004*	0.2926%
1106	2O	1,022	--	5005*, 5006*	0.2926%
1107	2E	1,045	--	5096*	0.2992%
1108	2MB	934	--	5095*	0.2674%
1109	2O-R	1,022	--	5099*, 5100*	0.2926%
1110	1CO-R	673	--	5075*	0.1927%
1111	1CM-R	686	--	5107*	0.1964%
1201	1CM	686	--	5106*	0.1964%
1202	1CO	673	--	5105*, 3086*	0.1927%
1203	2O	1,022	--	5061*, 5062*	0.2926%
1204	2MA	953	--	T5065, T5066*	0.2729%
1205	2O-R	1,022	--	5110*, 5111*	0.2926%
1206	2O	1,022	--	5063*, C5064*	0.2926%
1207	2E	1,045	--	5094*	0.2992%
1208	2MB	934	--	5093*	0.2674%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1209	2O-R	1,022	--	5112*, C5113*	0.2926%
1210	1CO-R	673	--	5104*	0.1927%
1211	1CM-R	686	--	5103*	0.1964%
1401	1CM	686	--	5102*	0.1964%
1402	1CO	673	--	C5053	0.1927%
1403	2O	1,022	--	5052, 5037*	0.2926%
1404	2MA	953	--	5019*, 5020*	0.2729%
1405	2O-R	1,022	--	T5067, T5068*	0.2926%
1406	2O	1,022	--	T5069, T5070*	0.2926%
1407	2E	1,045	--	5092*	0.2992%
1408	2MB	934	--	5044*	0.2674%
1409	2O-R	1,022	--	T5071, T5072*	0.2926%
1410	1CO-R	673	--	5021*	0.1927%
1411	1CM-R	686	--	5022*	0.1964%
1501	3C	1,402	96	2092, 2093	0.4014%
1502	2O	1,022	--	T5079, T5080*	0.2926%
1503	2MA	953	--	5076*, 5077*	0.2729%
1504	2O-R	1,022	--	5054, 5055	0.2926%
1505	2O	1,022	--	5023*, 5024*	0.2926%
1506	2E	1,045	--	5015*	0.2992%
1507	2MB	934	--	5014*	0.2674%
1508	2O-R	1,022	--	5025*, 5026*	0.2926%
1509	3C-R	1,402	96	C2030, 2031	0.4014%
1601	1CM	686	--	5050, 3081	0.1964%
1602	1CO	673	--	3114	0.1927%
1603	2O	1,022	--	5027*, 5028*	0.2926%
1604	2MA	953	--	5029*, 5030*	0.2729%
1605	2O-R	1,022	--	5031*, 5032*	0.2926%
1606	2O	1,022	--	5033*, 5034*	0.2926%
1607	2E	1,045	--	5013*	0.2992%
1608	2MB	934	--	5016*	0.2674%
1609	2O-R	1,022	--	T4078, T4079	0.2926%
1610	1CO-R	673	--	2152, 2112	0.1927%
1611	1CM-R	686	--	5085*	0.1964%
1701	1CM	686	--	4091*	0.1964%
1702	1CO	673	--	3137, 3117	0.1927%
1703	2O	1,022	--	T4076, T4077, 4040	0.2926%
1704	2MA	953	--	2062, C2063, 2094	0.2729%
1705	2O-R	1,022	--	C4055, 4056	0.2926%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1706	2O	1,022	--	2160, 2159	0.2926%
1707	2E	1,045	--	5017*	0.2992%
1708	2MB	934	--	5018*	0.2674%
1709	2O-R	1,022	--	T4074, T4075	0.2926%
1710	1CO-R	673	--	A3051, 4099	0.1927%
1711	1CM-R	686	--	2158	0.1964%
1801	1CM	686	--	3127, C4012	0.1964%
1802	1CO	673	--	3130	0.1927%
1803	2O	1,022	--	T4072, T4073	0.2926%
1804	2MA	953	--	C2100, 2101	0.2729%
1805	2O-R	1,022	--	T4064, T4065	0.2926%
1806	2O	1,022	--	T2129, T2130	0.2926%
1807	2E	1,045	--	3096, C3097	0.2992%
1808	2MB	934	--	5057*	0.2674%
1809	2O-R	1,022	--	T2122, T2123, C2014	0.2926%
1810	1CO-R	673	--	4071, C4011	0.1927%
1811	1CM-R	686	--	3120	0.1964%
1901	1CM	686	--	3003, 3019*	0.1964%
1902	1CO	673	--	4013	0.1927%
1903	2O-SL	993	86	2156, 2155	0.2843%
1904	2MA	953	--	2024, C2025	0.2729%
1905	2O-SL-R	993	86	2150, 2151	0.2843%
1906	2O-SL	993	86	2153, 2154	0.2843%
1907	2E	1,045	--	3125, 3126, A3053	0.2992%
1908	2MB	934	--	5056*	0.2674%
1909	2O-SL-R	993	86	3128, 3129	0.2843%
1910	1CO-R	673	--	4007	0.1927%
1911	1CM-R	686	--	4004, C4001	0.1964%
2001	1CM	686	--	2015	0.1964%
2002	1CO	673	--	2010	0.1927%
2003	2O-SL	993	86	3139, 3140	0.2843%
2004	2MA	953	--	T2115, T2116	0.2729%
2005	2O-SL-R	993	86	3135, 3136	0.2843%
2006	2O-SL	993	86	3133, 3134	0.2843%
2007	2E	1,045	--	3131, 3132	0.2992%
2008	2MB	934	--	5043*	0.2674%
2009	2O-SL-R	993	86	3112, 3113	0.2843%
2010	1CO-R	673	--	2086	0.1927%
2011	1CM-R	686	--	2073	0.1964%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2101	1CM	686	--	4089	0.1964%
2102	1CO	673	--	C1086	0.1927%
2103	2O-SL	993	86	3115, 3116	0.2843%
2104	2MA	953	--	T2124, T2125	0.2729%
2105	2O-SL-R	993	86	3118, 3119	0.2843%
2106	2O-SL	993	86	3123, 3124	0.2843%
2107	2E	1045	--	3121, 3122	0.2992%
2108	2MB	934	--	5042*	0.2674%
2109	2O-SL-R	993	86	2148, 2149	0.2843%
2110	1CO-R	673	--	4054	0.1927%
2111	1CM-R	686	--	3039, A3052	0.1964%
2201	3C	1,402	96	A1025, 1087	0.4014%
2202	2O-SL	993	86	4015, 4014, 2087	0.2843%
2203	2MA	953	--	4006, 4005	0.2729%
2204	2O-SL-R	993	86	4003, 4002	0.2843%
2205	2O-SL	993	86	2020, 2021	0.2843%
2206	2E	1,045	--	2008, 2009	0.2992%
2207	2MB	934	--	5041*	0.2674%
2208	2O-SL-R	993	86	T3076, T3077	0.2843%
2209	3C-R	1,402	96	2032, 2033	0.4014%
2301	3C	1,402	96	2035, 2036, 2034	0.4014%
2302	2O	1,022	--	2018, 2019	0.2926%
2303	2MA	953	--	2016, 2017	0.2729%
2304	2O-R	1,022	--	2005, 2006	0.2926%
2305	2O	1,022	--	2003, 2004	0.2926%
2306	2E	1,045	--	C3106, 3107	0.2992%
2307	2MB	934	--	5040*	0.2674%
2308	2O-R	1,022	--	3108, 3109	0.2926%
2309	3C-R	1,402	96	3080, A1026, 2099	0.4014%
2401	3C	1,402	96	1089, 1090, 2007	0.4014%
2402	2O	1,022	--	3110, 3111	0.2926%
2403	2MA	953	--	3001, 3002	0.2729%
2404	2O-R	1,022	--	3004, 3005	0.2926%
2405	2O	1,022	--	3094, 3095	0.2926%
2406	2E	1,045	--	4096, 4097, 2128	0.2992%
2407	2MB	934	--	5045*	0.2674%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2408	2O-R	1,022	--	4092, 4093	0.2926%
2409	3C-R	1,402	96	3078, 3079	0.4014%
2501	3C	1,402	96	1039, 1040	0.4014%
2502	2O	1,022	--	4095, 4094	0.2926%
2503	2MA	953	--	4085, 4086	0.2729%
2504	2O-R	1,022	--	4098, A4050	0.2926%
2505	2O	1,022	--	4100, 4101	0.2926%
2506	2E	1,045	--	4102, 4103	0.2992%
2507	2MB	934	--	4104, 4105	0.2674%
2508	2O-R	1,022	--	4106, 4107	0.2926%
2509	3C-R	1,402	96	1069, 1070	0.4014%
2601	1CM	686	--	3058	0.1964%
2602	1CO	673	--	1041	0.1927%
2603	2O	1,022	--	4108, 4109	0.2926%
2604	2MA	953	--	4110, 4111	0.2729%
2605	2O-R	1,022	--	4112, 4113	0.2926%
2606	2O	1,022	--	4114, C4115	0.2926%
2607	2E	1,045	--	2074, 2075	0.2992%
2608	2MB	934	--	C3012, 3013	0.2674%
2609	2O-R	1,022	--	2076, 2077	0.2926%
2610	1CO-R	673	--	1088	0.1927%
2611	1CM-R	686	--	1058	0.1964%
2701	3C	1,402	96	1071, 1072, 2117	0.4014%
2702	2O-SL	993	86	2078, 2079	0.2843%
2703	2MA	953	--	2080, 2081	0.2729%
2704	2O-SL-R	993	86	2082, 2083	0.2843%
2705	2O-SL	993	86	2084, 2085	0.2843%
2706	2E	1,045	--	1013, C1014	0.2992%
2707	2MB	934	--	2139, 2140	0.2674%
2708	2O-SL-R	993	86	2141, 2142	0.2843%
2709	3C-R	1,402	96	1061, 1062	0.4014%
2801	3C	1,402	96	3037, 3038	0.4014%
2802	2O-SL	993	86	2143, 2144	0.2843%
2803	2MA	953	--	2145, 2146	0.2729%
2804	2O-SL-R	993	86	3028, C3029	0.2843%
2805	2O-SL	993	86	3088, 3089	0.2843%
2806	2E	1,045	--	C3033, 3034	0.2992%
2807	2MB	934	--	3090, 3091	0.2674%
2808	2O-SL-R	993	86	3092, 3093	0.2843%
2809	3C-R	1,402	96	3035, 3036	0.4014%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
2901	3C	1,402	96	3040, 3041	0.4014%
2902	2O-SL	993	86	3015, 3014	0.2843%
2903	2MA	953	--	1005, 1006	0.2729%
2904	2O-SL-R	993	86	3104, C3105	0.2843%
2905	2O-SL	993	86	3016, 3017	0.2843%
2906	2E	1,045	--	3100, 3101	0.2992%
2907	2MB	934	--	3102, 3103, 3054	0.2674%
2908	2O-SL-R	993	86	1001, 1002	0.2843%
2909	3C-R	1,402	96	3055, 3056, C3057	0.4014%
3001	3C	1,402	96	1056, 1057	0.4014%
3002	2O-SL	993	86	1044, 1045	0.2843%
3003	2MA	953	--	1046, 1047	0.2729%
3004	2O-SL-R	993	86	1048, 1049	0.2843%
3005	2O-SL	993	86	1011, 1012	0.2843%
3006	2E	1,045	--	3082, C3083	0.2992%
3007	2MB	934	--	1052, 1053	0.2674%
3008	2O-SL-R	993	86	1054, 1055	0.2843%
3009	3C-R	1,402	96	3020, 3021	0.4014%
3101	3C	1,402	96	3022, 3023	0.4014%
3102	2O	1,022	--	4028, C4029	0.2926%
3103	2MA	953	--	C4087, 4088	0.2729%
3104	2O-R	1,022	--	1003, 1004	0.2926%
3105	2O	1,022	--	4036, 4037	0.2926%
3106	2E	1,045	--	C3042, 3043	0.2992%
3107	2MB	934	--	4041, C4042, C4009	0.2674%
3108	2O-R	1,022	--	4083, 4084	0.2926%
3109	3C-R	1,402	96	3044, 3045, C3011	0.4014%
3201	3C	1,402	96	3031, 3032	0.4014%
3202	2O-RL	1,022	116	3098, 3099	0.2926%
3203	2MA	953	--	4057, 4058	0.2729%
3204	2O-R	1,022	--	4018, 4019	0.2926%
3205	2O	1,022	--	4048, 4049	0.2926%
3206	2E	1,045	--	4022, 4023	0.2992%
3207	2MB	934	--	4052, 4053	0.2674%
3208	2O-RL-R	1,022	116	4061, 4062	0.2926%
3209	3C-R	1,402	96	1073, 1074	0.4014%
3301	3C	1,402	96	1037, 1038	0.4014%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3302	2O-RL	1,022	116	4059, C4060	0.2926%
3303	2MA	953	--	4020, C4021	0.2729%
3304	2O-R	1,022	--	C4024, 4025	0.2926%
3305	2O	1,022	--	C4026, 4027	0.2926%
3306	2E	1,045	--	4043, 4044	0.2992%
3307	2MB	934	--	4031, 4032	0.2674%
3308	2O-RL-R	1,022	116	4045, 4046	0.2926%
3309	3C-R	1,402	96	1084, 1085	0.4014%
3401	3C	1,402	96	3024, 3025	0.4014%
3402	2O-RL	1,022	116	4038, 4039	0.2926%
3403	2MA	953	--	4034, 4035	0.2729%
3404	2O-R	1,022	--	2071, 2072	0.2926%
3405	2O	1,022	--	2137, 2138	0.2926%
3406	2E	1,045	--	C2067, 2068	0.2992%
3407	2MB	934	--	2133, 2134	0.2674%
3408	2O-RL-R	1,022	116	2131, 2132	0.2926%
3409	3C-R	1,402	96	1015, 1016, C2106	0.4014%
3501	3C	1,402	96	3006, 3007	0.4014%
3502	2O-RL	1,022	116	2088, 2089	0.2926%
3503	2MA	953	--	C1080, 1081	0.2729%
3504	2O-LL-R	1,022	58	2069, 2070	0.2926%
3505	2O-LL	1,022	58	2090, 2091	0.2926%
3506	2E	1,045	--	2135, 2136	0.2992%
3507	2MB	934	--	C1035, 1036	0.2674%
3508	2O-RL-R	1,022	116	2065, 2066	0.2926%
3509	3C-R	1,402	96	3026, 3027	0.4014%
3601	3C	1,402	96	3074, 3075	0.4014%
3602	2O-RL	1,022	116	2001, 2002	0.2926%
3603	2MA	953	--	3046, 3047	0.2729%
3604	2O-LL-R	1,022	58	2109, 2110	0.2926%
3605	2O-LL	1,022	58	2107, 2108	0.2926%
3606	2E	1,045	--	C1021, 1022	0.2992%
3607	2MB	934	--	1031, C1032, 2157	0.2674%
3608	2O-RL-R	1,022	116	2104, 2105	0.2926%
3609	3C-R	1,402	96	3049, 3048, 3087*	0.4014%
3701	3C	1,402	96	1017, 1018	0.4014%
3702	2O-RL	1,022	116	2102, 2103	0.2926%
3703	2MA	953	--	2022, 2023	0.2729%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
3704	2O-LL-R	1,022	58	3084, 3085	0.2926%
3705	2O-LL	1,022	58	2026, 2027	0.2926%
3706	2E	1,045	--	2028, 2029	0.2992%
3707	2MB	934	--	3059, 3060	0.2674%
3708	2O-RL-R	1,022	116	3061, C3062	0.2926%
3709	3C-R	1,402	96	1033, 1034	0.4014%
3801	3C	1,402	96	1075, 1076	0.4014%
3802	2O-RL	1,022	116	4063, 4066	0.2926%
3803	2MA	953	--	4067, 4068	0.2729%
3804	2O-LL-R	1,022	58	4069, 4070	0.2926%
3805	2O-LL	1,022	58	2113, 2114	0.2926%
3806	2E	1,045	--	2118, 2119	0.2992%
3807	2MB	934	--	2120, 2121	0.2674%
3808	2O-RL-R	1,022	116	2126, 2127	0.2926%
3809	3C-R	1,402	96	1019, 1020	0.4014%
3901	3C	1402	96	1027, 1028	0.4014%
3902	2O-RL	1,022	116	3063, 3064	0.2926%
3903	2MA	953	--	3068, 3069, C3008	0.2729%
3904	2O-LL-R	1,022	58	3070, 3071	0.2926%
3905	2O-LL	1,022	58	3072, 3073	0.2926%
3906	2E	1,045	--	1067, 1068, C1009	0.2992%
3907	2MB	934	--	1065, 1066	0.2674%
3908	2O-RL-R	1,022	116	1063, 1064	0.2926%
3909	3C-R	1,402	96	T4080, T4081, 4082	0.4014%
4001	2O-RL	1,022	116	2044, 2045	0.2926%
4002	2MA	953	--	2042, 2043	0.2729%
4003	2O-LL-R	1,022	58	2046, 2047	0.2926%
4004	2O-LL	1,022	58	2048, 2049	0.2926%
4005	2E	1,045	--	2050, 2051	0.2992%
4006	2MB	934	--	2040, 2041	0.2674%
4007	2O-RL-R	1,022	116	2052, 2053	0.2926%
4101	2O-RL	1,022	116	2054, 2055	0.2926%
4102	2MA	953	--	2038, 2039, 2037	0.2729%
4103	2O-LL-R	1,022	58	2056, 2057	0.2926%
4104	2O-LL	1,022	58	2058, 2059	0.2926%
4105	2E	1,045	--	1050, 1051	0.2992%
4106	2MB	934	--	1082, 1083	0.2674%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
4107	2O-RL-R	1,022	116	2060, 2061	0.2926%
4201	2O-RL	1,022	116	2097, 2098	0.2926%
4202	2O-LL-R	1,022	58	2095, 2096	0.2926%
4203	2O-LL	1,022	58	1029, 1030	0.2926%
4204	2O-RL-R	1,022	116	1023, 1024	0.2926%
4301	PHN-1	2,235	280	T3065, T3066, 3067	0.6399%
4302	PHN-1R	2,235	280	C1077, 1078, 1079	0.6399%
C1	Commercial	447	--	R101	0.1130%
C2	Commercial	4,164	--	R129, R130	1.0523%
C3	Commercial	3,582	--	R120, R121	0.9053%
C4	Commercial	514	--	R116	0.1299%

TOTAL: 100.0000%

****APARTMENT AREAS**

The areas for the Residential Apartments reported above are “net living areas” measured in accordance with paragraph 3.2 of this Declaration. The areas for the Commercial Apartments reported above are “net floor areas” measured in accordance with paragraph 3.3 of this Declaration.

COMMON INTERESTS

The common interest for each Apartment was initially determined by dividing the Apartment’s approximate net living (or floor) area (excluding lanais) by the approximate aggregate net living (and floor) area of all of the Apartments, then rounding the resulting fraction and converting the fraction into a percentage. The common interest appurtenant to the original Commercial Apartment was increased by 0.0008% so that the aggregate common interest appurtenant to all of the original Apartments equaled 100%. In accordance with 17.4 of the Declaration, the Developer subsequently divided the original Commercial Apartment into two Commercial Apartments and added two more Commercial Apartments in areas designated on the original Condominium Map as “Future Commercial Space.” The new common interests for the four resulting Commercial Apartments were determined by dividing each Commercial Apartment’s approximate net floor area by the aggregate net floor area of all four Commercial Apartments, rounding the resulting fraction and converting it into a percentage, and finally multiplying the percentage for each Commercial Apartment by the original common interest appurtenant to the original Commercial Apartment. 0.0001% was then subtracted from Commercial Apartment C2 so that the aggregate common interest appurtenant to all of the four Commercial Apartments equals 2.2005%, which is the same common interest that was initially appurtenant to the original Commercial Apartment. As provided in paragraph 17.4 of the Declaration, the common interests appurtenant to the Residential Apartments were not affected by the addition of new Commercial Apartments.

**COMMON ELEMENT AND LIMITED COMMON ELEMENT
PARKING STALLS**

Assigned parking stalls whose numbers are followed by an "*" are uncovered or partially uncovered. All other assigned parking stalls are covered. The letter "C" preceding a parking stall number indicates a compact sized stall. The letter "T" preceding a parking stall number indicates a tandem stall. The letter "A" preceding a parking stall number indicates a handicap-accessible stall. All other stalls are standard sized.

In addition to the limited common element parking stalls assigned to the individual Commercial Apartments as shown in the foregoing chart, the following limited common element parking stalls are assigned to all of the Commercial Apartments, as a group, and are available for the use of the Owners, tenants, employees, customers and guests of the Commercial Apartments on a first-come, first-served basis: R102, R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, R115, R117, R118, R119, RA122, RA123, R124, R125, R126, R127 and R128.

The Project also contains twenty-five (25) covered stalls for guest parking, assigned to all of the Residential Apartments as a group, located on Parking Level 3 and numbered G301 through G308, GA309 (which is a handicap accessible guest stall) and G310 through G325.

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartments as a group and designated on the Condominium Map as "L104" and "L105", and three (3) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101", "L102" and "L103".

Apartment Owners may transfer assigned limited common element parking stalls pursuant to this Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of this Declaration, the Owner of an Apartment to which a handicap-accessible parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap-accessible stall.

SPECIAL NOTE RE: PARKING STALLS FOR APARTMENT 1104

Apartment 1104 currently has the following parking stalls assigned as limited common elements: C1007, C1008, 1042, 1043, T1059, T1060, C2011, C2012, C2013, C2064, C2111, C2147, C3009, C3010, 3018*, C3030, C4010, 4016*, 4017*, C4030, A4051, 4090*, C5001*, C5035*, C5036* and 5046*.



R-255 STATE OF HAWAII
 BUREAU OF CONVEYANCES
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 FEB 25, 2008 08:01 AM
 Doc No(s) 2008-026696



By: CARL T. WATANABE
 REGISTRAR OF CONVEYANCES

20 20/24 212

Return by Mail Pickup () To

CENTRAL PACIFIC HOMELOANS, INC.
 P.O. BOX 30
 HONOLULU, HI 96810

TG: 200646712 P
 TGE: A5-191-2455-0807-0
 Cheryl L. Fontes

RS | 70

Tax Map Key No. (1) 2-1-048-008
 Total No. of Pages: 8

CPR No. 0031

Apt. No. 807

**UNILATERAL DECLARATION OF
 RESTRICTIVE COVENANTS
 FOR APARTMENT DESIGNATED AS A RESERVED HOUSING UNIT**

THIS UNILATERAL DECLARATION is made this _____ day of JAN 7 2008, 20__, by **TOSHIYUKI SAEGUSA and KAYCIE SAEGUSA**, husband and wife, both of whose address is 2255 Date Street #304, Honolulu, Hawaii 96826 (the "Declarant"), to confirm that Declarant's ownership and use of the real property described herein is restricted for the duration of this Declaration as more particularly set forth herein.

I. BACKGROUND.

1. The Declarant is the current owner of that certain condominium apartment (the "Apartment") described in Exhibit "A" attached hereto and made a part hereof in the Keola La'i condominium project (the "Project") established by Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082, as now or hereafter amended (the "Declaration").

2. The Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA") and the terms of the HCDA's Mauka Area Rules for the Kakaako Community Development District (the "Mauka Area Rules"). The Project was developed subject to and in accordance with the terms of various permits and agreements, including that certain Planned Development Permit No. PD 1-05, approved by the HCDA on July 6, 2005 (the "Planned Development Permit"), and that

certain Planned Development Agreement by and between the HCDA and A&B Kakaako LLC (the "Developer") dated February 13, 2007, recorded in the Bureau as Document No. 2007-028499 (the "Planned Development Agreement").

3. In accordance with the terms of the Planned Development Permit and the Planned Development Agreement, the Developer designated some of the apartments in the Project as "Reserved Housing Units" available to persons or families who meet certain eligibility and income requirements set forth in the Planned Development Permit. The Apartment is designated as a Reserved Housing Unit.

4. Each Reserved Housing Unit, including the Apartment, is subject to certain restrictions, including (but not limited to) occupancy, transfer and "Equity Sharing" restrictions more particularly set forth in the Mauka Area Rules, the Planned Development Permit and the Condominium Apartment Deed for the Apartment (the "Deed").

5. Pursuant to the Deed, the Declarant now makes the following declarations to confirm certain restrictions affecting the Apartment as more particularly set forth herein, and declares that such restrictions are encumbrances on title to the Apartment for so long as this Unilateral Declaration remains in effect.

II. DECLARATIONS.

The Declarant hereby unilaterally declares, acknowledges and agrees as follows:

1. **Regulated Term.** As specified in Subparagraph III.c and Exhibit "B" of the Deed, the Apartment is subject to a "Regulated Term" of two (2) years commencing on the date of recordation in the Bureau of the Deed transferring title to the Apartment to the Declarant.

(a) If the during the Regulated Term, the Declarant wishes to sell the Apartment, the HCDA or a governmental agency approved by the HCDA shall have the first option to purchase the Apartment at a purchase price as set forth in the Mauka Area Rules.

(b) If during the Regulated Term, the Declarant wishes to purchase a larger Reserved Housing Unit, the Declarant shall sell the Apartment to the HCDA at a sales price determined in accordance with the Mauka Area Rules.

(c) After the end of the Regulated Term, the Declarant may sell the Apartment without transfer or price restrictions but shall make a payment to HCDA for Equity Sharing as set forth in the Mauka Area Rules. The Declarant may also rent the Apartment in accordance with the Mauka Area Rules pertaining to the rental of Reserved Housing Units as described further in Paragraph II.3 herein.

2. **Equity Sharing Requirements.** As specified in Subparagraph III.c and Exhibit "B" of the Deed, the Declarant and the Apartment are subject to Equity Sharing requirements of the Mauka Area Rules. For purposes of determining the Declarant's payment of Equity Sharing

to HCDA, the original fair market value of the Apartment and the original sales contract price of the Apartment are as follows:

Original Fair Market Value	=	\$495,922.00
Original Sales Contract Price	=	\$354,086.00

(a) The Declarant's Equity Sharing payment to HCDA shall become due:

(i) During the Regulated Term, if HCDA waives its first option to purchase the Apartment (as described in Subparagraph II.1.a above) and Declarant sells the Apartment; or

(ii) After the end of the Regulated Term, if Declarant sells or rents the Apartment (as described in Subparagraph II.1.c above).

(b) The amount of the Declarant's Equity Sharing payment to HCDA shall be determined in accordance with the Mauka Area Rules. The price and terms on the sale or rental of the Apartment shall first be approved by HCDA.

3. **Occupancy.** As specified in Subparagraph III.c and Exhibit "B" of the Deed, the Declarant shall occupy the Apartment during the Regulated Term.

(a) After the end of the Regulated Term, the Declarant may rent the Apartment but must do so in accordance with the Mauka Area Rules for the rental of Reserved Housing Units. If the Equity Sharing payment has not been satisfied, that is, HCDA has not been paid its Equity Sharing amount, the Declarant shall rent the Apartment to "Qualified Households" at "Monthly Rents". The Declarant shall select Qualified Households to occupy the Apartment and establish Monthly Rents in accordance with the Mauka Area Rules. The Declarant shall certify the Qualified Household and Monthly Rent are in compliance with the Mauka Rules and submit such certification to HCDA for each Qualified Household that occupies the Apartment.

(b) If after the end of the Regulated Term, the Declarant has paid to HCDA the Equity Sharing amount, Declarant may rent the Apartment to any household at any rent.

4. **Compliance with All Reserved Housing Requirements.** As specified in Subparagraph III.c and Exhibit "B" of the Deed, the Declarant is subject to Reserved Housing requirements of the Mauka Area Rules including all requirements not specifically covered in this Declaration.

5. **Release.** The Apartment is a Reserved Housing Unit until this Unilateral Declaration is released. This Unilateral Declaration shall be released only by written instrument executed by HCDA and recorded in the Bureau. Upon release of this Unilateral Declaration, Subparagraph III.c and Exhibit "B" of the Deed will be of no further force or effect and will no longer bind or encumber the Apartment or the Declarant or the Declarant's successors in interest

and assigns, and following such release, all further transfers of title to the Apartment or any interest therein shall be made free and clear of this Unilateral Declaration and the terms, conditions and restrictions set forth in Subparagraph III.c and Exhibit "B" to the Deed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be duly executed effective as of the day and year first above written.



TOSHIYUKI SAEGUSA



KAYCHI SAEGUSA

"DECLARANT"

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

On this _____ day of JAN 7 2008, 20__, before me personally appeared **TOSHIYUKI SAEGUSA and KAYCIE SAEGUSA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Lori M. Higa

Notary Public, State of Hawaii

My commission expires:

Lori M. Higa
Expiration Date: **June 1, 2011**

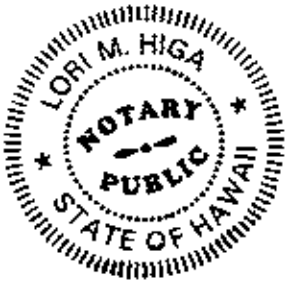


EXHIBIT "A"

All of the premises described in paragraphs FIRST and SECOND below, constituting a portion of that certain condominium project known as "KEOLA LA'I" (herein referred to as the "Project"), which Project consists of those certain parcels of land and the improvements and appurtenances thereof, as described herein and in and established by Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082, as now or hereafter amended (herein referred to as the "Declaration") and as shown on the plans of the Project filed in said Bureau as Condominium Map No. 4101, as now or hereafter amended (herein referred to as the "Condominium Map").

FIRST:

Apartment No. 807 of the condominium project known as "KEOLA LA'I," as established by the Declaration, and as shown on the Condominium Map.

Together with the limited common elements appurtenant to the above apartment set out in the Declaration.

Together also with non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said apartment, in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as provided in the Declaration, and in all other apartments of the buildings for support.

SECOND:

An undivided 0.2522% interest in all common elements of the Project as established for said apartment by the Declaration, as tenant in common with the other owners and tenants thereof, or such other undivided percentage interest as established for the apartment hereafter by amendment to the Declaration.

THE LAND UPON WHICH THE PROJECT IS LOCATED IS DESCRIBED AS FOLLOWS:

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 5716 to Piikoi Kamakee for Maria M. Cummins, on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Land Patent (DPW) Grant Number 71 to Estrella M. Calhau, Royal Patent Grant Number 3182 to John Magoon, Royal Patent Grant Number 3183 to John Magoon and Deed: Territory of Hawaii to J.F. Bowler) situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, being LOT "A-1", being land bounded by Kawaiahao Street, Emily Street, Queen Street, and South Street, and thus bounded and described as per survey dated August 30, 2007:

Beginning at the west corner of this parcel of land, being on the east side of Queen Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3611.18 feet south and 3030.07 feet west and running by azimuths measured clockwise from true South:

1. Along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

197°	36'	15"	48.17	feet;
------	-----	-----	-------	-------
2. 251° 00' 242.62 feet along the southeasterly side of South Street;
3. Thence along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

249°	26'	30"	48.85	feet;
------	-----	-----	-------	-------
4. Thence along the south corner of the intersection of South Street and Kawaiahao Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

292°	11'	30"	41.91	feet;
------	-----	-----	-------	-------
5. 336° 30' 272.05 feet along the southwesterly side of Kawaiahao Street;
6. Thence along the west corner of the intersection of Kawaiahao Street and Emily Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

14°	11'		36.68	feet;
-----	-----	--	-------	-------
7. 51° 52' 223.25 feet along the northwesterly side of Emily Street;
8. Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

98°	02'	15"	43.28	feet;
-----	-----	-----	-------	-------
9. 144° 12' 30" 358.29 feet along the northeasterly side of Queen Street to the point of beginning and containing an area of 116,767 square feet more or less.

BEING THE PREMISES DESCRIBED IN DEED

GRANTOR : A&B KAKAAKO LLC, a Hawaii limited liability company

GRANTEE : TOSHIYUKI SAEGUSA and KAYCIE SAEGUSA, husband and wife

DATED : January 11, 2008

RECORDED : Document No.

Doc 2008-026695

FEB 25, 2008 08:01 AM

--END OF EXHIBIT "A"--



R-876

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 18, 2008 01:00 PM

Doc No(s) 2008-175823

1st NICKI ANN THOMPSON
ACTING REGISTRAR

20 171 29

KW

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813Tax Map Key No. (I) 2-1-048-008
Total No. of Pages: 4

AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
(ARCHITECT'S AS-BUILT CERTIFICATE)

THIS AMENDMENT (this "Amendment") is made this 5th day of November, 2008, by A&B KAKAAKO LLC, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429. The Original Declaration, as so amended, is hereinafter called the "Declaration".

3. Concurrently with recordation of the Declaration, the Developer filed in the Bureau Condominium Map No. 4101 (the "Original Condominium Map").

4. The Original Condominium Map was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, and dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035. The Original Condominium Map, as so amended, is hereinafter called the "Condominium Map".

5. Paragraph 18.1 of the Declaration reserves to the Developer the right at any time to amend the Declaration to file an "as-built" verified statement of a registered architect or professional engineer, as required by Section 514A-12 of the Act, certifying that the plans for the Project filed in the Bureau fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments of the Project as approved by the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings and as built.

6. Construction of the Project has been substantially completed.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

II. AMENDMENT. In accordance with the terms of paragraph 18.1 of the Declaration and Section 514A-12 of the Act, the Developer hereby amends the Declaration by recording the Architect's Certificate attached hereto and made a part hereof.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii corporation

Its Manager

By


RICHARD B. STACK

Its SENIOR VICE PRESIDENT

By


CHARLES W. LOOMIS

Its ASST. SECRETARY

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

On this 5th day of November, 2008, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Undated at time of notarization
Doc Date: 9/20/08 # Pages: 1
Name: CHERYL A. ONISHI First Circuit
Doc. Description: Amendment of Koaia Loi
Declaration of Condominium Property Regime
Cheryl A. Onishi 11/5/08
Signature Date
NOTARY CERTIFICATION

Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009



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

On this 5th day of November, 2008, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Undated at time of notarization
Doc Date: 9/20/08 # Pages: 4
Name: CHERYL A. ONISHI First Circuit
Doc. Description: Amendment of Koaia Loi
Declaration of Condominium Property Regime
Cheryl A. Onishi 11/5/08
Signature Date
NOTARY CERTIFICATION

Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009



**ARCHITECT'S CERTIFICATE
KEOLA LA'I
AMENDED CONDOMINIUM MAP NO. 4101**

Dr. Michael James Leineweber, AIA, being duly sworn on oath, deposes and says:

1. I am duly licensed to practice as an architect and registered in the State of Hawaii. My Hawaii registration number is AR-4010.
2. I am the responsible architect for preparing Amended Condominium Map No. 4101 for KEOLA LA'I, a fee simple condominium project (the "Project"), established by Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082, as amended. The Project is situated on land bounded by Kawaihāo Street, Emily Street, Queen Street and South Street, City and County of Honolulu, State of Hawaii, further identified as Tax Map Key No: (1) 2-1-048-008.
3. I hereby certify that Amended Condominium Map No. 4101 as previously filed in the Bureau fully and accurately depicts the layout, location, apartment numbers and dimensions of the apartments of the Project as approved by the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings and as built. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

Further Affiant sayeth naught.



Dated: Honolulu, Hawaii, 03 November, 2008

[Signature]
Hawaii Registration No. AR-4010

Subscribed and sworn to before me this
03 day of November, 2008.

[Signature]
Notary Public, State of Hawaii
My commission expires: 9/7/12

Doc. Date: Undated # Pages: 4
Name: Merle Hayashi First Circuit
Doc. Description: Amendment of Keola La'i Condominium Map
[Signature] 11-3-08
Signature Date



R-871 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 APR 09, 2009 03:00 PM
 Doc No(s) 2009-053920 Thru 2009-053921



/s/ NICKI ANN THOMPSON
 REGISTRAR

20 1/1 29

DN

Return by Mail () Pickup () To:

Brooks Tom Porter & Quitiquit, LLP
 841 Bishop Street, Suite 2125
 Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-043-008 CPR Nos. 64, 251, 304 & 347
 Total No. of Pages: 15

**PARKING STALL AMENDMENT
 OF
 KEOLA LA'I
 DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 8th day of April, 2009, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104
RALPH KHOE and RUTH KHOE, husband and wife, both of whose address is P.O. Box 190, Honolulu, Hawaii 96810 (collectively, the "3009 Owner")	3009
ROGER C. GENTER and SUSIE E. GENTER, husband and wife, both of whose address is 600 Queen Street, Apt. 3608, Honolulu, Hawaii 96813 (collectively, the "3608 Owner")	3608
LINDA LEHUA CUNNINGHAM, as Trustee of the Linda L. Cunningham Revocable Trust dated June 20, 1996, with powers to sell, lease, mortgage and otherwise deal with the land, as to an undivided 50% interest, and MICHAEL WHITNEY CUNNINGHAM, as Trustee of the Michael Whitney Cunningham Revocable Trust dated June 20, 1996, with powers to sell, lease, mortgage and otherwise deal with the land, as to an undivided 50% interest, both of whose address is 600 Queen Street, Apt. 4201, Honolulu, Hawaii 96813 (collectively, the "4201 Owner")	4201

I. BACKGROUND

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS OF DECLARATION

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stalls 2104 and 2105 are hereby transferred from Apartment 3608 to Apartment 3009 and are hereby designated as limited common elements appurtenant to Apartment 3009;

2. Parking stalls 3020 and 3021 are hereby transferred from Apartment 3009 to Apartment 1104 and are hereby designated as limited common elements appurtenant to Apartment 1104;

3. Parking stalls 2097 and 2098 are hereby transferred from Apartment 4201 to Apartment 3608 and are hereby designated as limited common elements appurtenant to Apartment 3608; and

4. Parking stalls C2011 and C2012 are hereby transferred from Apartment 1104 to Apartment 4201 and are hereby designated as limited common elements appurtenant to Apartment 4201.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

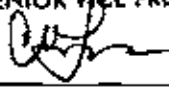
*[The remainder of this page is intentionally left blank.
Signatures begin on the next page.]*

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By 

RICHARD B. STACK
Its **SENIOR VICE PRESIDENT**

By 

CHARLES W. LOOMIS
Its **ASST. SECRETARY**

"Apt. 1104 Owner"

[The remainder of this page is intentionally left blank.]

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

On this 8th day of April, 2009, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

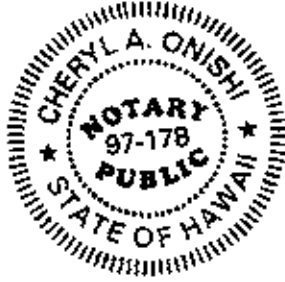
My commission expires: APR 17 2009

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>15</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>4/8/09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (State Seal)	



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

On this 8th day of April, 2009, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2009

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>15</u>
Name: <u>Blary CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Cheryl A. Onishi</u>	Date: <u>4/8/09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Seal or Seal)	



RKH
RALPH KHOE

RKH
RUTH KHOE

"Apt. 3009 Owner"

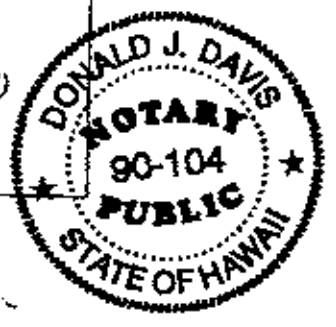
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 28th day of January, 2009, before me personally appeared **RALPH KHOE** and **RUTH KHOE**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Donald J. Davis
Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>1-28-09</u>	Undated at time of acknowledgment No. of Pages: <u>7</u>
Name: <u>DONALD J. DAVIS</u>	<u>15th</u> Circuit
Notary Signature: <u>Donald J. Davis</u>	<u>1-28-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for Central Pacific Bank

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

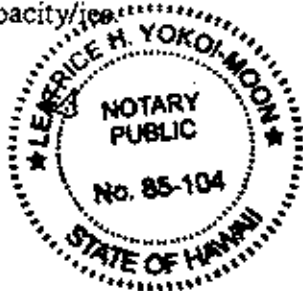
(the "Apt. 3009 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-037023, encumbering Apartment 3009 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 3009.

[Signature]
By Patricia Itsuno
Its Secretary
By [Signature]
Norman Goo
Its Secretary

"Apt. 3009 Mortgage"

STATE OF HAWAII)
) SS
COUNTY OF HONOLULU)

On this 6th day of February, 2009, before me personally appeared Patricia Itsuno and Norman Goo, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.



[Signature]
[Signature]

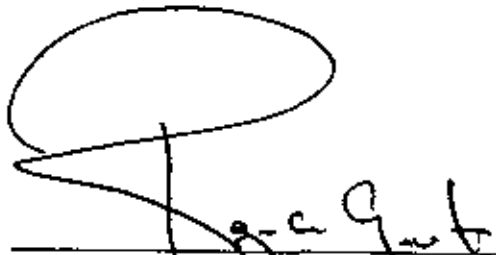
[Print name]
Notary Public, State of Hawaii
My commission expires: 3/28/2009




Document Date: 1/28/09 # of pages: 1
Notary Name: Leatrice H. Yokoi-Moon First Circuit

Doc Description: Parking Stall Amendment of Keola La'i Declaration of Condominium Property Regime by Ralph Khoe and Ruth Khoe

[Signature] Date 2/6/09

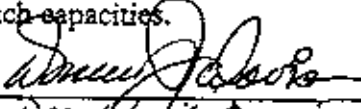


 ROGER C. GENTER


 SUSIE E. GENTER
 "Apt. 3608 Owner"

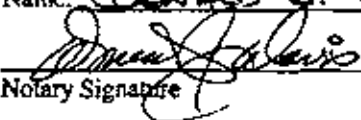
STATE OF HAWAII)
 CITY AND COUNTY OF HONOLULU) SS

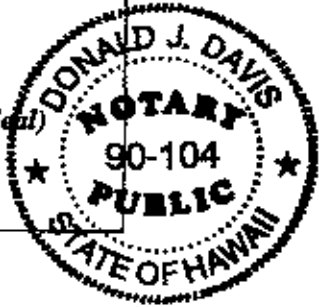
On this 12th day of FEBRUARY, 2009, before me personally appeared **ROGER C. GENTER** and **SUSIE E. GENTER**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



 Donald J. Davis
 Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>4</u>
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: 	<u>2-12-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

Mortgage Electronic Registration Systems, Inc. ("MERS")

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 3608 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-057898, encumbering Apartment 3608 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 3608.

Mortgage Electronic Registration Systems, Inc. ("MERS")



By Jenny Brauner
Jenny Brauner
Its Asst Secretary

By Rebecca Wirtz
Rebecca Wirtz
Its Asst Secretary

"Apt. 3608 Mortgage"

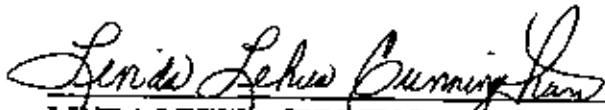
STATE OF Iowa)
COUNTY OF Black Hawk) SS

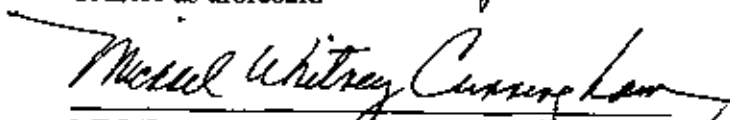
On this 23rd day of March, 2009, before me personally appeared Jenny Brauner and Rebecca Wirtz, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

Sara M. Lentz
[Signature] Sara Lentz

[Print name]
Notary Public, State of Iowa
My commission expires: 2/21/2010




LINDA LEHUA CUNNINGHAM,
Trustee as aforesaid


MICHAEL WHITNEY CUNNINGHAM,
Trustee as aforesaid

"Apt. 4201 Owner"


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STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

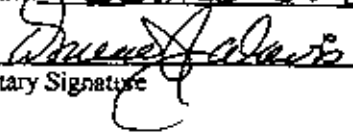
}
} SS
}

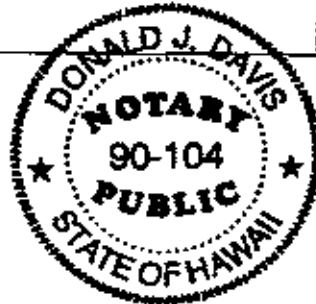
On this 5th day of FEBRUARY, 2009, before me personally appeared **LINDA LEHUA CUNNINGHAM**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis
Notary Public, State of Hawaii

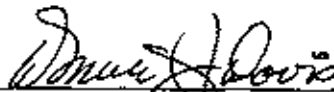
My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>5</u>	
Name: <u>DONALD J. DAVIS</u>	<u>1ST</u> Circuit
Notary Signature: 	<u>2-5-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



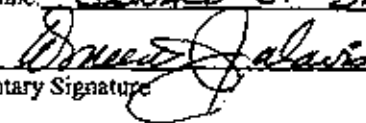
STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

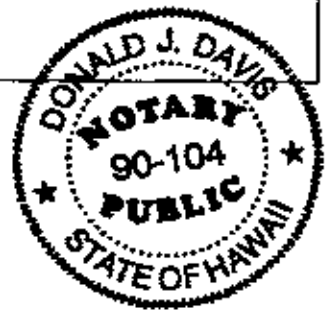
On this 5TH day of FEBRUARY, 2009, before me personally appeared **MICHAEL WHITNEY CUNNINGHAM**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Updated at time of acknowledgment</u>	No. of Pages: <u>5</u>
Name: <u>DONALD J. DAVIS</u>	<u>1ST</u> Circuit
Notary Signature: 	Date: <u>2-5-09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	





R-369 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 JUL 31, 2009 08:01 AM
 Doc No(s) 2009-117549



/s/ NICKI ANN THOMPSON
 REGISTRAR

20 1/3 Z12

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL PICKUP

MAXIS HOLDINGS, LLC
 415 SOUTH ST. #2404
 HONOLULU, HI 96813

TG: 200933102 - 4
 TGE: A9-105-2538
 Roxanne M. Olayan

Total pages:

Keola La'i, Apartment Nos. 902 and C1
 Tax Map Key No. (1) 2-1-48-8, CPR Nos. 38 and 354

**KEOLA LA'I PARKING STALL AMENDMENT TO
 DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AGREEMENT made on JUL 28 2009, but effective as of the date of recordation in the Bureau of Conveyances of the State of Hawaii, by and between **LARRY KAORU ARINAGA, unmarried**, whose address is 600 Queen Street, #902, Honolulu, Hawaii 96813, hereinafter called "Arinaga", and **MAXIS HOLDINGS, LLC, a Hawaii limited liability company**, whose address is 415 South Street, #2404, Honolulu, Hawaii 96813, hereinafter called "Maxis";

WITNESETH THAT:

WHEREAS, certain property was submitted to the provisions of the Condominium Property Regime established by the Condominium Property Regime Act, Chapter 514A, Hawaii Revised Statutes, as amended, by Declaration of Condominium Property Regime, dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217082, as amended by instruments dated and recorded as follows:

Date	Document No.
July 17, 2007	2007-133460
July 30, 2007	2007-136455
August 2, 2007	2007-138212
November 14, 2007	2007-200035
February 21, 2008	2008-025429
November 5, 2008	2008-175823

and as the same may have been further amended (said Declaration, as amended, is herein referred to as the "Declaration"), thereby creating the "KEOLA LA'I" Condominium Property Regime (herein referred to as the "Project"), as shown on Condominium Map No. 4101, filed in said Bureau (as the same has been and may hereafter be further amended, herein referred to as the "Condominium Map");

AND, WHEREAS, Arinaga acquired the fee simple interest in Apartment No. 902 of the Project, as shown on the Condominium Map, together with an undivided interest in all common elements of the Project, and together also with appurtenant easements as described in the Declaration, pursuant to Condominium Apartment Deed With Reservations and Conditions, dated January 11, 2008, recorded in said Bureau as Document No. 2008-026710;

AND, WHEREAS, Maxis acquired the fee simple interest in Apartment No. C1 of the Project, as shown on the Condominium Map, together with an undivided interest in all common elements of the Project, and together also with appurtenant easements as described in the Declaration, pursuant to Condominium Apartment Deed With Reservations and Conditions, dated October 23, 2008, recorded in said Bureau as Document No. 2008-165456;

AND, WHEREAS, Subparagraph 5.2 of the Declaration provides that "[E]ach Residential Apartment shall have appurtenant thereto as a limited common element the parking stall(s) designated as appurtenant to the Apartment on Exhibit "C" attached hereto and made a part hereof.";

AND, WHEREAS, Subparagraph 5.5 of the Declaration provides that "[T]he Commercial Apartment shall have appurtenant thereto as limited common elements: (a) [T]he parking stalls assigned to the Commercial Apartment as shown on Exhibit "C" attached hereto, ...";

AND, WHEREAS, Exhibit "C" attached to the Declaration designates that Parking Stall Nos. 5074 and C1010 shall be appurtenant to Apartment No. 902, and that Parking Stall No. R101 shall be appurtenant to Apartment No. C1;

AND, WHEREAS, Subparagraph 9.2 of the Declaration provides that "...Apartment Owners shall have the right to change the designation of parking stalls which are appurtenant to their respective Apartments by amendment of this Declaration to show the new numbers of the parking stalls appurtenant to such Apartments and to delete the numbers of the old parking stalls; provided, however, that each Apartment shall at all times have at least one (1) parking stall as an appurtenant limited common element."

AND, WHEREAS, Subparagraph 9.3 of the Declaration provides that "The amendment(s) required to effect changes in designated parking stalls pursuant to the foregoing subparagraph 9.2 need only be signed and approved by the Owners (and their respective mortgagees, if the mortgagees so require) of the Apartments whose parking stalls are being changed."

AND, WHEREAS, Sections 514A-14 and 514B-40 of the Hawaii Revised Statutes accord apartment owners the right to transfer or exchange limited common elements assigned to an apartment owner's apartment, including the exchange of parking stalls which are appurtenant to their respective apartments by amending the Declaration;

AND, WHEREAS, the parties hereto desire hereby to further amend the Declaration as hereinafter set forth;

NOW, THEREFORE, the parties hereto, in consideration of the premises and intending to be legally bound hereby, do hereby agree as follows:

1. The Declaration is hereby amended such that: (i) the exclusive easement to use Parking Stall No. C1010 shall no longer be appurtenant to Apartment No. 902, but

shall hereafter be appurtenant to Apartment No. C1, such that Apartment No. 902 shall hereafter have the exclusive easement to use Parking Stall No. 5074, and Apartment No. C1 shall hereafter have exclusive easement to use Parking Stall Nos. R101 and C1010.

2. The Declaration, as herein amended, is hereby ratified and confirmed and shall continue in full force and effect.

3. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

[The remainder of this page is intentionally left blank - signature pages follow]

Larry Kaoru Arinaga
LARRY KAORU ARINAGA

Arinaga

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

On JUL 24 2009, before me
WILLARD HARAGUCHI, a notary public in the First Circuit of the State
of Hawaii, personally appeared LARRY KAORU ARINAGA, proved to me on the basis
of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such
person(s) executed the 4-page Keoia La'i Parking Stall Amendment to Declaration of
Condominium Property Regime dated undated, as the free act
and deed of such person(s), and, if applicable, in the capacity shown, having been duly
authorized to execute such instrument in such capacity.



Willard Haraguchi
Print Name: _____
Notary Public, State of Hawaii

My Commission Expires: _____
Willard Haraguchi
Expiration Date: September 23, 2009

(Stamp or Seal)

MAXIS HOLDINGS, LLC

By [Signature]

Its MEMBER - MANAGER.

By _____

Its

Maxis

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

SS.

On JUL 28 2009, before me
Roy J. Tatsuno, a notary public in the First Circuit of the State of Hawaii,
personally [Signature] appeared

proved to me on the basis of satisfactory evidence, who, being by me duly
sworn or affirmed, did say that such person(s) executed the 6-page Keola La'i Parking
Stall Amendment to Declaration of Condominium Property Regime dated
JUL 28 2009, as the free act and deed of such person(s), and, if
applicable, in the capacity shown, having been duly authorized to execute such
instrument in such capacity.



[Signature]
Print Name: Roy J. Tatsuno

Notary Public, State of Hawaii
My Commission Expires: NOV 2 2009

(Stamp or Seal)

150
70



R-590 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 26, 2009 10:00 AM
Doc No(s) 2009-131320 Thru 2009-131321



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 29

8

Return by Mail () Pickup () To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008 CPR Nos. 49, 64 & 253
Total No. of Pages: 10

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 29th day of July, 2009, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
HIROKO MATSUMOTO , as Trustee of The Hiroko Matsumoto Trust dated January 2, 2008, with powers to sell, lease, mortgage and otherwise deal with the land, whose address is 45-553 Kuuipo Place, Kaneohe, Hawaii 96744 (the " 1001 Owner ")	1001
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1104 Owner ")	1104
VERNON K. T. CHOCK and SHEILA L. CHOCK , Co-Trustees of The Vernon K. T. Chock Trust dated September 30, 2004, as restated by a Second Restatement on June 18, 2007, and The Sheila L. Chock Trust dated September 30, 2004, as restated by a Second Restatement on June 18, 2007, as tenants in common with full powers to sell, convey, transfer, mortgage, etc., both of whose address is 2199 Okoa Street, Honolulu, Hawaii 96821 (collectively, the " 3102 Owner ")	3102

I. BACKGROUND

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS OF DECLARATION

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall 5084* is hereby transferred from Apartment 1001 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104;

2. Parking stall C4030 is hereby transferred from Apartment 1104 to Apartment 1001 and is hereby designated as a limited common element appurtenant to Apartment 1001;

3. Parking stall C4029 is hereby transferred from Apartment 3102 to Apartment 1001 and is hereby designated as a limited common element appurtenant to Apartment 1001; and

4. Parking stall C1008 is hereby transferred from Apartment 1104 to Apartment 3102 and is hereby designated as a limited common element appurtenant to Apartment 3102.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

*[The remainder of this page is intentionally left blank.
Signatures begin on the next page.]*

[Signature]
HIROKO MATSUMOTO,
Trustee as aforesaid

“Apt. 1001 Owner”

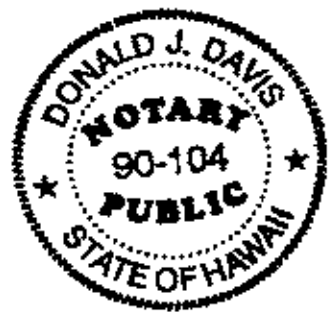
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS
)

On this 13TH day of APRIL, 2009, before me personally appeared **HIROKO MATSUMOTO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

[Signature]
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>5</u>
Name: <u>Donald J. Davis</u>	<u>1ST</u> Circuit
Notary Signature: <u><i>[Signature]</i></u>	Date: <u>4-13-09</u>
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



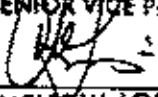
A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By 

RICHARD B. STACK

Its **SENIOR VICE PRESIDENT**

By 

CHARLES W. LOOMIS

Its **ASST. SECRETARY**

"Apt. 1104 Owner"

[The remainder of this page is intentionally left blank.]

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

On this 29th day of July, 2009, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii
My commission expires: 7/15/10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>AILEEN S. MIYAHARA</u>	<u>First</u> Circuit
<i>Aileen S. Miyahara</i> Notary Signature	<u>7/29/09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



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

On this 29th day of July, 2009, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>AILEEN S. MIYAHARA</u>	<u>First</u> Circuit
<u>Aileen S. Miyahara</u> Notary Signature	<u>7/29/09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	

A circular notary seal for Aileen S. Miyahara, Notary Public, State of Hawaii. The seal contains the text "AILEEN S. MIYAHARA", "NOTARY PUBLIC", "82-517", and "STATE OF HAWAII" around the perimeter.

[Handwritten Signature]

VERNON K. T. CHOCK,
Co-Trustee as aforesaid

[Handwritten Signature]

SHEILA L. CHOCK,
Co-Trustee as aforesaid

"Apt. 3102 Owner"

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

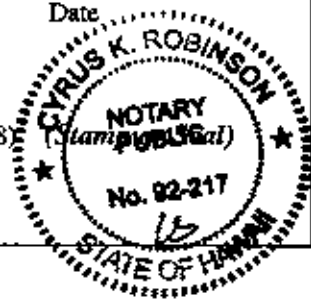
On this day of JUN 25 2009, 200 , before me personally appeared **VERNON K. T. CHOCK** and **SHEILA L. CHOCK**, Co-Trustees of The Vernon K. T. Chock Trust dated September 30, 2004, as restated by a Second Restatement on June 18, 2007, and The Sheila L. Chock Trust dated September 30, 2004, as restated by a Second Restatement on June 18, 2007, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed as said Co-Trustees.

[Handwritten Signature]

Cyrus K. Robinson
Notary Public, State of Hawaii

My commission expires: A-9-2012

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>3</u>
Name: <u>Cyrus K. Robinson</u>	<u>1st</u> Circuit
<i>[Handwritten Signature]</i>	<u>JUN 25 2009</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

Territorial Savings Bank

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 3102 Mortgagee"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-043714, encumbering Apartment 3102 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stalk(s) assigned to Apartment 3102.

Territorial Savings Bank

By *R. Gregg Terry*
R. Gregg Terry
Its Vice President

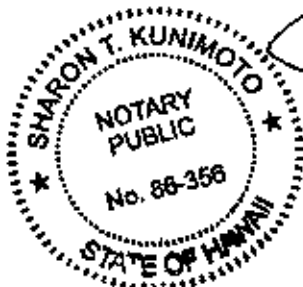
By _____
Its _____

"Apt. 3102 Mortgagee"

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

On this 28th day of July, 2009, before me appeared R. Gregg Terry, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instruments in such capacity.

NOTARY CERTIFICATION: This 6 Page Parking Stall Amendment of Keola La'I Declaration of Condominium Property Regime(name of document), dated undated, was subscribed and sworn to before me this 28th day of July, 2009, in the First Circuit of the State of Hawaii by: Sharon T. Kunimoto (notary name).



Sharon T. Kunimoto

Print or Type Name: Sharon T. Kunimoto
Notary Public, State of Hawaii

My commission expires: July 29, 2010

40



R-672

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 19, 2009 10:00 AM
Doc No(s) 2009-178050



/s/ NICK ANN THOMPSON
REGISTRAR

20 2/2 29

6

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008

CPR Nos. 32 & 130

Total No. of Pages: 1

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 14th day of November, 2009, by **A&B KAKAAKO LLC**, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner"), and **STEPHEN CASEY LOPAKA TERASHITA**, unmarried, and **STACY HAUNANI TERASHITA**, unmarried, both of whose address is 600 Queen Street, #808, Honolulu, Hawaii 96813 (the "808 Owner").

I. BACKGROUND

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document

No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. The 1104 Owner identified above is the current owner of Apartment 1104 in the Project, and the 808 Owner identified above is the current owner of Apartment 808 in the Project. Pursuant to the Declaration, parking stall C4010 is currently assigned as a limited common element to Apartment 1104. The 1104 Owner and the 808 Owner now wish to amend the Declaration to transfer parking stall C4010 from Apartment 1104 to Apartment 808 as set forth in section II below.

II. AMENDMENT OF DECLARATION

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended as follows:

1. Parking stall C4010 is hereby transferred from Apartment 1104 to Apartment 808 and is hereby designated as a limited common element appurtenant to Apartment 808.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

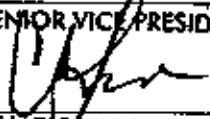
IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

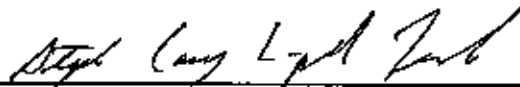
By 

RICHARD B. STACK
Its **SENIOR VICE PRESIDENT**

By 

CHARLES W. LOGGIS
Its **ASST. SECRETARY**

"1104 Owner"



STEPHEN CASEY LOPAKA TERASHITA



STACY HAUNANI TERASHITA

"808 Owner"

[The remainder of this page is intentionally left blank.]

(1104 OWNER)

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

On this 18th day of November, 2009, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i>	<u>11/18/09</u>
Notary Signature	Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(1104 OWNER)

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

On this 18th day of November, 2009, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

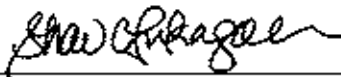
My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keolu La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i> Notary Signature	<u>11/18/09</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



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

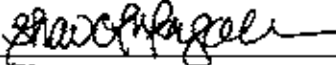
On this 29 day of June, 2009, before me personally appeared **STEPHEN CASEY LOPAKA TERASHITA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

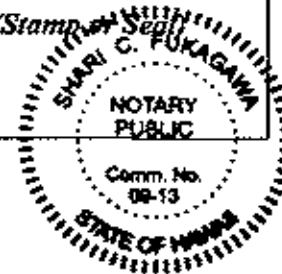
 Shari C. Fukagawa

Notary Public, State of Hawaii

My commission expires: **FEB 08 2011**



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: _____	
Name: <u>Shari C. Fukagawa</u>	<u>1st</u> Circuit
	<u>JUN 29 2009</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

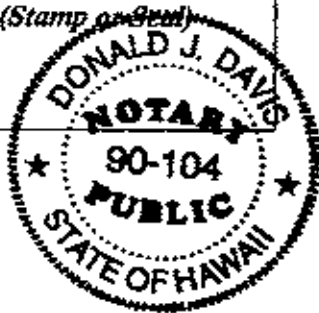
On this 1st day of July, 2009, before me personally appeared **STACY HAUNANI TERASHITA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Donald J. Davis

Notary Public, State of Hawaii

My commission expires: 2-26-10

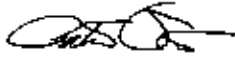
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>RONALD J. DAVIS</u>	<u>1st</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	<u>7-1-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp on Seal)</i>	



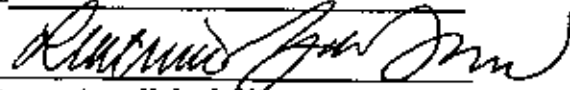
CONSENT OF MORTGAGEE

Mortgage Electronic Registration Systems, Inc. Delaware Corporation _____, a _____ (the "Apt. 808 Mortgagee"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-026700, encumbering Apartment 808 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to designate parking stall C4010 as a limited common element appurtenant to Apartment 808.

Mortgage Electronic Registration Systems, Inc. as nominee for Central Pacific Bank a Hawaii Corporation _____

By 

Patricia Itsuno
Its Assistant Vice President

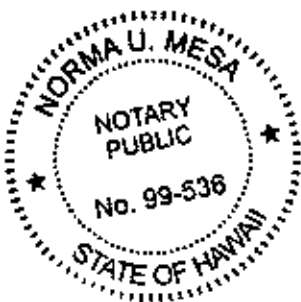
By 

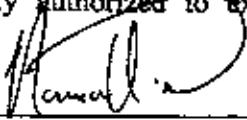
Leatrice Yokoi-Moon
Its Assistant Vice President

"Apt. 808 Mortgagee"

STATE OF Hawaii)
CITY and) SS
COUNTY OF Honolulu)

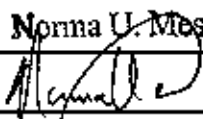
On this 28th day of August, 2009, before me personally appeared Patricia Itsuno and Leatrice Yokoi-Moon, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

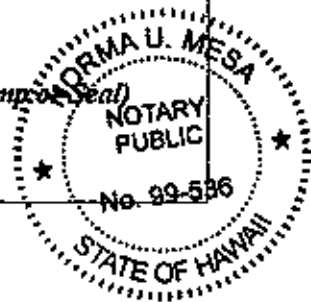




[Signature] Norma U. Mesa

[Print name]
Notary Public, State of Hawaii
My commission expires: 11/07/11

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>8</u>
Name: <u>Norma U. Mesa</u>	<u>1st</u> Circuit
 Notary Signature	<u>8/28/09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp on Seal)	



W
C



R-897 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 11, 2009 11:00 AM
Doc No(s) 2009-189050 Thru 2009-189051



1st NICKI ANN THOMPSON
REGISTRAR

20 1/1 29

Return by Mail () Pickup (x) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (t) 2-1-048-008

CPR Nos. 64 & 130

Total No. of Pages: 8

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 21st day of May, 2009, by **A&B KAKAAKO LLC**, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner"), and **CHAD H. NISHI**, unmarried, whose address is c/o Wilfred Nishi, ABC Stores, 766 Pohukaina Street, Honolulu, Hawaii 96813 (the "1806 Owner").

I. BACKGROUND

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-

025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. The 1104 Owner identified above is the current owner of Apartment 1104 in the Project, and the 1806 Owner identified above is the current owner of Apartment 1806 in the Project. Pursuant to the Declaration, parking stall C3030 is currently assigned as a limited common element to Apartment 1104. The 1104 Owner and the 1806 Owner now wish to amend the Declaration to transfer parking stall C3030 from Apartment 1104 to Apartment 1806 as set forth in section II below.

II. AMENDMENT OF DECLARATION

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended as follows:

1. Parking stall C3030 is hereby transferred from Apartment 1104 to Apartment 1806 and is hereby designated as a limited common element appurtenant to Apartment 1806.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

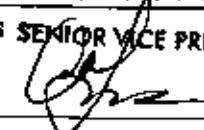
A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By 

RICHARD B. STACK

Its **SENIOR VICE PRESIDENT**

By 

CHARLES W. LOOMIS
Its **ASST. SECRETARY**

"1104 Owner"



CHAD H. NISHI

"1806 Owner"

[The remainder of this page is intentionally left blank.]

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

On this 21st day of May, 2009, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>8</u>
Name: <u>AILEEN S. MIYAHARA</u>	<u>First</u> Circuit
<u>Aileen S. Miyahara</u> Notary Signature	<u>5/21/09</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	



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

On this 21st day of May, 2009, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Aileen S. Miyahara

AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>AILEEN S. MIYAHARA</u>	<u>First</u> Circuit
<u><i>Aileen S. Miyahara</i></u>	<u>5/21/09</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



STATE OF HAWAII

CITY AND COUNTY OF HONOLULU



) SS 

On this 29th day of March, 2009, before me personally appeared **CHAD H. NISHI**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.




Wendy S. Fujio
Notary Public, State of Hawaii

My commission expires: 2/22/13

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>Wendy S. Fujio</u>	<u>1st</u> Circuit
Notary Signature: 	Date: <u>3/22/09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp optional)</i>	
	

CONSENT OF MORTGAGEE

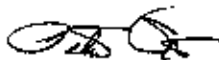
CENTRAL PACIFIC BANK

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 1806 Mortgagee"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-026849, encumbering Apartment 1806 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to designate parking stall C3030 as a limited common element appurtenant to Apartment 1806.

CENTRAL PACIFIC BANK

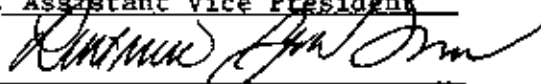
By



PATRICIA ITSUNO

Its Assistant Vice President

By



LEATRICE YOKOI-JOHNSON

Its Assistant Vice President

"Apt. 1806 Mortgagee"

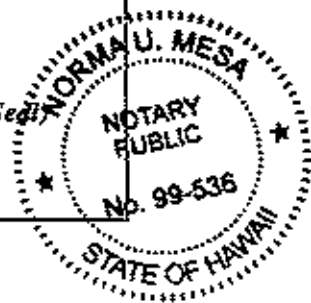
STATE OF HAWAII)
) SS
COUNTY OF HONOLULU)

On this 30th day of April, 2009, before me personally appeared Patricia Itsuno and Leatrice Yokoi-Moon, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.



[Signature]
Norma U. Mesa
[Print name]
Notary Public, State of Hawaii
My commission expires: 11/11/11

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>Norma U. Mesa</u>	<u>First</u> Circuit
<u>[Signature]</u> Notary Signature	<u>4/30/09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	





R-459 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 FEB 04, 2010 09:00 AM
 Doc No(s) 2010-016273



1st NICKI ANN THOMPSON
 REGISTRAR

20 1/1 29

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
 841 Bishop Street, Suite 2125
 Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 64 & 84
 Total No. of Pages: 12

**PARKING STALL AMENDMENT
 OF
 KEOLA LA'I
 DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 3 day of February, 2010, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104
AMY EMIKO SUMIDA, unmarried, as Tenant in Severalty as to an undivided 10% interest, and HAPAKO, LLC, a Hawaii limited liability company, as Its Sole Property as to an undivided 90% interest, both of whose address is 600 Queen Street, Apt. 1402, Honolulu, Hawaii 96813 (collectively, the "1402 Owner")	1402

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall 5084* is hereby transferred from Apartment 1104 to Apartment 1402 and is hereby designated as a limited common element appurtenant to Apartment 1402.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

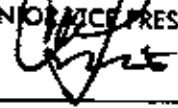
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 
RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By 
CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

(1104 OWNER)

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

On this 15th day of February, 2010, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

C Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>FIRST</u> Circuit
<i>C Cheryl A. Onishi</i>	<u>2/1/10</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp or Seal)</i>	



(1104 OWNER)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

On this 19th day of February, 20010, before me personally appeared CHARLES W. LOOMIS ^{copy}, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013



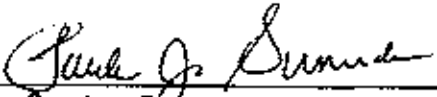
Document Identification or Description: <u>Parking Stall Amendment of Keoia La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
CHERYL A. ONISHI	
Name:	<u>First</u> Circuit
<i>Cheryl A. Onishi</i>	<u>2/1/10</u>
Notary Signature	Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	





AMY EMIKO SUMIDA

HAPAKO, LLC, a Hawaii limited liability
company

By 

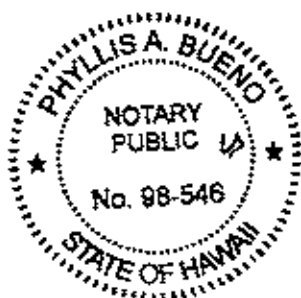
Paula J. Sumida
Its Manager

"1402 Owner"

(1402 OWNER)

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

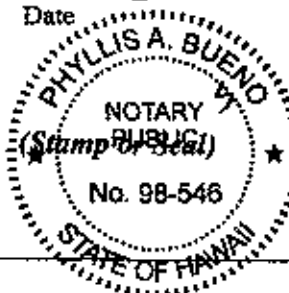
On this 29th day of January, 2010, before me personally appeared **AMY EMIKO SUMIDA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Phyllis A. Bueno
PHYLLIS A. BUENO
Notary Public, State of Hawaii

My commission expires: 10-25-10

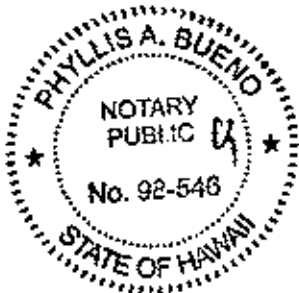
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: PHYLLIS A. BUENO	<u>19th</u> Circuit
<i>Phyllis A. Bueno</i> Notary Signature	<u>1-28-10</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1402 OWNER)

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

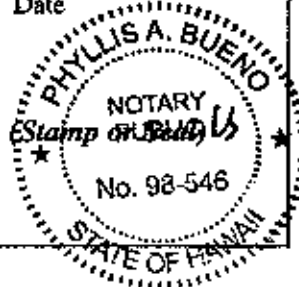
On this 28th day of January, 2010, before me personally appeared Paula J. Sumida, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Phyllis A. Bueno
PHYLLIS A. BUENO
Notary Public, State of Hawaii

My commission expires: 10-25-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>PHYLLIS A. BUENO</u>	<u>1st</u> Circuit
Notary Signature: <u>Phyllis A. Bueno</u>	Date: <u>1-28-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*



R-333

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
OCT 14, 2010 08:01 AM

Doc No(s) 2010-154994



20 1/3 Z14

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$52.50

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (x) PICK-UP ()

JON F. FURUKAWA

JOANNE S. FURUKAWA
2146 LAUKAHI STREET
HONOLULU, HI 96821

ITC

ITC Escrow Number: 117-344232
ITC Title Number: 344232

Tax Map Key Nos.:

Oahu 2-1-048-008, CPR No. 59
Oahu 2-1-048-008; CPR No. 2

Total Pages: 20

**TRANSFER OF PARKING STALL AND
AMENDMENT TO DECLARATION OF CONDOMINIUM
PROPERTY REGIME AND TO APARTMENT DEED**

This document dated this 29th day of September, 2010. It is made by and between:

"Seller": RYAN SHIGEO OSHITA, husband of Pearl Madriaga Alonzo-Oshita, PEARL MADRIAGA ALONZO-OSHITA, wife of Ryan Shigeo Oshita, and LYNELLE KIYOMI OSHITA, unmarried

"Buyer": JON Y. FURUKAWA, Trustee under that certain unrecorded Jon Y. Furukawa Trust dated August 7, 2003, and JOANNE S. FURUKAWA, Trustee under that certain unrecorded Joanne S. Furukawa trust dated August 7, 2003, said Trustees with powers to sell, lease, mortgage and other powers

Background. Seller owns Apartment No. 1011 in KEOLA LA'I condominium project (the "Project"). Owning that gives Seller the exclusive right to use Parking Stall No. 5002 in the Project, as shown on the condominium map of the Project. Seller has agreed to sell Parking Stall No. 5002 to Buyer. Buyer owns Apartment No. 602 of the Project. Seller's apartment is described in greater detail in Exhibit "A". Buyer's apartment is described in greater detail in Exhibit "B". Both exhibits are attached to and part of this document.

Transfer of Ownership. In return for money or other valuable things which Seller has received from Buyer, the Seller transfers to Buyer all of the following property (the "Parking Stall"):

The exclusive easement to use Parking Stall No. 5002 in KEOLA LA'I condominium project as depicted on the condominium map for the Project; (ii) all related rights and privileges; and (iii) all rights of the Seller in the parking stall.

Parking Stall 5002 is appurtenant to Apartment 602 and is the Buyer's to keep forever (i.e., in fee simple). Of course, the parking stall is subject to the documents which created and which govern the condominium project (the "Condominium Documents").

By law and under the Condominium Documents, the parking stall is tied to the Buyer's apartment. So long as Buyer owns the apartment, Buyer may use the parking stall. If the Buyer sells Buyer's apartment, the parking stall goes with it.

Your Title. There are various ways to hold the ownership or "title" to real property. Buyer will hold title to the parking stall in the same manner or "tenancy" as Buyer holds title to Buyer's apartment.

Seller's Promises to Buyer. Seller promises Buyer that: (1) Seller now owns the parking stall; (2) Seller has the right and authority to sell it to Buyer; and (3) no one else has any rights or interests in the parking stall which would reduce its value or disturb Buyer's use and enjoyment of it.

Seller agrees that Seller will WARRANT and DEFEND Seller's title to the parking stall. This means that if the Seller's promises turn out to be untrue, Seller will (a) defend Seller's title against any lawful claim by someone else; and (b) pay any damages Buyer suffers from the loss of the parking stall or any interest in it if Seller does not defeat the claim.


Changes to the Condominium Documents and Apartment Deed. One of the main documents of the "Condominium Documents" is called a "Declaration of Horizontal Property Regime". That document is described more

particularly in the attached exhibits. This document revises or "amends" the Declaration of Horizontal Property Regime to show that the parking stall now goes with the Buyer's apartment rather than the Seller's. To the extent it is possible to do so, the apartment deeds of the Seller and Buyer are revised to reflect the change.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[END OF TEXT, CONTINUED ON NEXT PAGE]

BY SIGNING BELOW, we agree to all of the things stated above.



RYAN SHIGEO OSHITA




PEARL MADRIAGA ALONZO-OSHITA

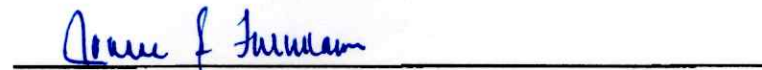


LYNELLE KIYOMI OSHITA

"Seller"



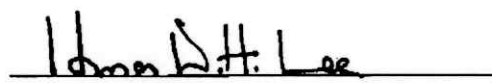
JON Y. FURUKAWA
Trustee as aforesaid



JOANNE S. FURUKAWA
Trustee as aforesaid

"Buyer"

APPROVED AS TO FORM:



ALSTON, HUNT, FLOYD & ING
Attorneys At Law
A Law Corporation

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

On this _____ day of SEP 28 2010, 2010, before me personally appeared RYAN SHIGEO OSHITA and PEARL MADRIAGA ALONZO-OSHITA, to me personally known, who being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.





Notary Public, State of Hawai'i

LESLEY LEE

Printed Name of Notary

My commission expires: 11/23/2011

Doc. Date: <u>updated</u>	# Pages: <u>20</u>
Notary Name: <u>LESLEY LEE</u>	<u>181</u> Circuit
Doc. Description: <u>Deed from Oshita to Furukawa</u>	
 Notary Signature	<u>SEP 28 2010</u> Date
 (Stamp or Seal)	
NOTARY CERTIFICATION	

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

On this _____ day of SEP 28 2010, 2010, before me personally appeared LYNELLE KIYOMI OSHITA, unmarried to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Signature]

Notary Public, State of Hawai'i

LESLEY LEE

Printed Name of Notary

My commission expires: 01/23/2011

Doc. Date: <u>undated</u>	# Pages: <u>20</u>
Notary Name: <u>LESLEY LEE</u>	<u>1st</u> Circuit
Doc. Description: <u>Deed from Oshita to Parichan</u>	
<u>[Signature]</u>	SEP 28 2010
Notary Signature	Date
 (Stamp or Seal)	
NOTARY CERTIFICATION	

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

On this 1st day of October, 2010, before me personally appeared JON Y. FURUKAWA and JOANNE S. FURUKAWA, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.




Notary Public, State of Hawai'i

Neal M. Takeuchi
My commission expires: 01/30/2013



Printed Name of Notary

My commission expires: _____

Doc. Date: <u>September 28, 2010</u>	# Pages: <u>20</u>
Notary Name: <u>Neal Takeuchi</u>	<u>1st</u> Circuit
Doc. Description: <u>TRANSFER OF PARCELS AND A MEMORANDUM TO DECLARATION OF CONDOMINIUM PROPERTY REGIME AND PARCELS APARTMENT DEED</u>	
	<u>10/1/10</u>
Notary Signature	Date
(Stamp or Seal)	
NOTARY CERTIFICATION	





R-733

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

DEC 09, 2010 09:00 AM

Doc No(s) 2010-190983



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 29

20

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP ():

Total Pages: 6

Affects Tax Map Key Nos. (1) 2-1-048-008 CPR 0165 & 0216

KEOLA LA'I
APARTMENT NOS. 2108 & 2701

**AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I"
TO REFLECT CHANGES TO PARKING STALL NO. 2117**

THIS AMENDMENT is made this 8th day of October, 2010, by and between GENE ISAMU AWAKUNI and LESLIE-ANN AIKO YOKOUCHI, husband and wife (collectively, "AWAKUNI"), whose residence and post office address is 600 Queen Street, #2701, Honolulu, Hawaii 96813, and STEVEN GUAN WU LI and CLAIRE YU-CHUN LIN (formerly, YU-CHUN LIN), husband and wife (collectively, "LI/LIN"), whose residence and post office address is 600 Queen Street, #2108, Honolulu, Hawaii 96813.

WITNESSTH:

WHEREAS, AWAKUNI, by Condominium Apartment Deed with Reservations and Conditions dated February 2, 2008, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-043711, is the current owner of that certain Apartment No. 2701 (together with the undivided interest in the common elements) in the "KEOLA LA'I" condominium project ("Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded as Document No. 2005-217082, as amended ("Declaration"), and as delineated on Condominium Map No. 4101, as amended ("Condominium Map"); and

THE GRAD LAW FIRM

ESCROW@GRADLAW.COM

P: (808) 521-4757 F: (808) 533-0327

G:\CONV\MISC\LI LIN\MISC- AWAKUNI-LI LIN PARKING STALL TRANSFER KEOLA LAI rev1.docx

WHEREAS, LI/LIN, by Condominium Apartment Deed with Reservations and Conditions dated January 11, 2008, recorded as aforesaid as Document No. 2008-026866, is the current owner of that certain Apartment No. 2108 (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, the parking stall designated by the number "2117" ("Parking Stall No. 2117") is assigned as a limited common element to Apartment No. 2701; and

WHEREAS, AWAKUNI and LI/LIN desire to transfer Parking Stall No. 2117 from being assigned as a limited common element to Apartment No. 2701 to being assigned as a limited common element to Apartment No. 2108.

NOW, THEREFORE, the Declaration and those certain Condominium Apartment Deeds hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. 2117 shall be deleted and excluded from being assigned as a limited common element to Apartment No. 2701 and shall be added and assigned as a limited common element to Apartment No. 2108.

2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the Condominium Apartment Deeds hereinabove mentioned shall remain in full force and effect.

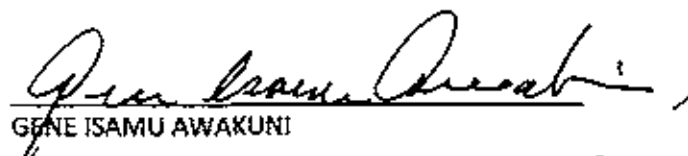
3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

COUNTERPART TO BE SIGNED BY GENE ISAMU AWAKUNI and LESLIE-ANN AIKO YOKOUCHI:

IN WITNESS WHEREOF, the undersigned has executed these presents as of the day and year first above written.



GENE ISAMU AWAKUNI

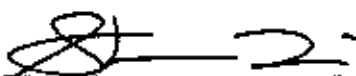


LESLIE-ANN AIKO YOKOUCHI

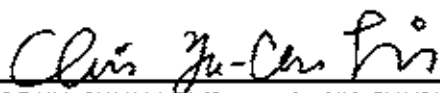
"AWAKUNI"

COUNTERPART TO BE SIGNED BY STEVEN GUAN WU LI and CLAIRE YU-CHUN LIN (formerly, YU-CHUN LIN):

IN WITNESS WHEREOF, the undersigned has executed these presents as of the day and year first above written.



STEVEN GUAN WU LI



CLAIRE YU-CHUN LIN (formerly, YU-CHUN LIN)

"LI/LIN"

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

On this 9TH day of October, 2010, before me personally appeared GENE ISAMU AWAKUNI and LESLIE-ANN AIKO YOKOUCHI, to me personally known or adequately proven to be the persons described in and who executed the foregoing instrument, who, being by me duly sworn or affirmed, did say that such persons executed the same as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



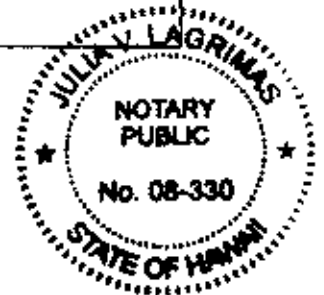
Julia V. Lagrimas
Notary Public, State of Hawaii

JULIA V. LAGRIMAS

(Printed name)

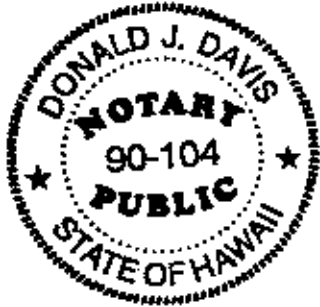
My commission expires: 8/10/2012

Doc. Date: <u>10/9/10</u>	# Pages: <u>6</u>
Name: <u>JULIA V. LAGRIMAS</u>	First Circuit
Doc. Description: <u>Assignment to Declaration of Condominium Property</u>	(Seal)
<u>Julia V. Lagrimas</u> 10/9/10 Notary Signature Date	
NOTARY CERTIFICATION	



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

On this 8th day of OCTOBER, 2010, before me personally appeared STEVEN GUAN WU LI and CLAIRE YU-CHUN LIN (formerly, YU-CHUN LIN), to me personally known or adequately proven to be the persons described in and who executed the foregoing Instrument, who, being by me duly sworn or affirmed, did say that such persons executed the same as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

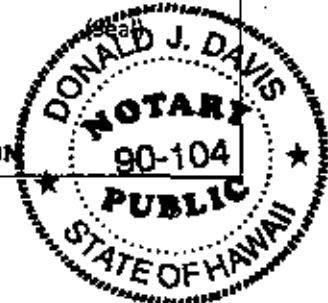


Donald J. Davis
Notary Public, State of Hawaii

DONALD J. DAVIS
(Printed name)

My commission expires: 2-26-14

Doc. Date: <u>10-8-10</u>	# Pages: <u>6</u>
Name: <u>DONALD J. DAVIS</u>	First Circuit
Doc. Description: <u>PARKING</u> <u>STALL AMENDMENT.</u>	
<u>Donald J. Davis</u> 10/8/10 Notary Signature Date	
NOTARY CERTIFICATION	



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____
DOCUMI Doc 2010-190964
DEC 09, 2010 09:00 AM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP ():
CENTRAL PACIFIC BANK
ATTN LOAN SERVICING
P O BOX 3590
HONOLULU HI 96811

Total Pages: 3

Affects Tax Map Key Nos. (1) 2-1-048-008 CPR 0165 & 0216

Loan #8100673395

KEOLA LA'I
APARTMENT NOS. 2108 & 2701

**CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION
OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I"
TO REFLECT CHANGES TO PARKING STALL NO. 2117**

KNOW ALL MEN BY THESE PRESENTS:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCL., a corporation organized and existing under the laws of Delaware ("Mortgagee"), is the Mortgagee under that certain Mortgage dated January 31, 2008, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-043712.

Mortgagee does hereby consent to that certain AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL No. 2117, dated _____, 2010, recorded as Document Doc 2010-190963 ("Amendment").
DEC 09, 2010 09:00 AM

All of Mortgagee's right, title and interest in and to the real property which is encumbered by said Mortgage shall be subject to the terms and provisions of the Amendment; PROVIDED, HOWEVER, that this Consent shall not be deemed a waiver or release of any of the terms, covenants, provisions, obligations or conditions contained in said Mortgage and the promissory note secured thereby. Mortgagee's agreement hereunder shall survive any foreclosure, deed in lieu of foreclosure or exercise of any remedy by the Bank pursuant to said Mortgage.

THE GRAD LAW FIRM

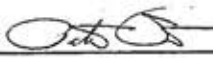
ESCROW@GRADLAW.COM

P: (808) 521-4757 F: (808) 533-0327

G:\CONV\MISC\LI LIN\MISC- AWAKUNI-LI LIN PARKING STALL TRANSFER KEOLA LAI MERS CONSENT.docx

IN WITNESS WHEREOF, the Mortgagee has executed these presents this 8th day of December, 2010.

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INCL., a corporation organized and
existing under the laws of Delaware

By 
Patricia Itsuno
Its Assistant Secretary

"Mortgagee"

STATE OF HAWAII)
) SS.
COUNTY OF HONOLULU)

On this 8th day of December, 2010, before me personally appeared Patricia Itsuno, to me personally known or adequately proven to be the person(s) described in and who executed the foregoing instrument, who, being by me duly sworn or affirmed, did say that such person(s) executed the same as the free act and deed of such person(s), and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

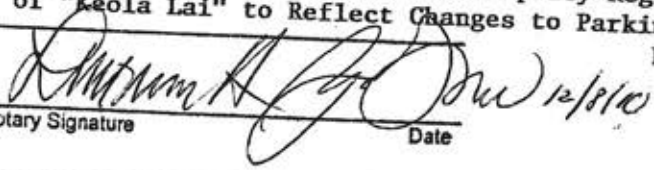


Notary Public, State of Hawaii

LEATRICE H. YOKOI-MOON

(Printed name)

My commission expires: 3/28/2013

Document Date: <u>12/8/10</u>	# Pages: <u>3</u>
H.	
Notary Name: LEATRICE YOKOI-MOON	First Circuit
Doc. Description: <u>Consent of Mortgagee to Amendment to Declaration of Condominium Property Regime of "Keola Lai" to Reflect Changes to Parking Stall</u>	
No. 2117	
	<u>12/8/10</u>
Notary Signature	Date

7:30 AM
1/11/2010



R-595 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
FEB 12, 2010 09:00 AM
Doc No(s) 2010-020413 Thru 2010-020414



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 29

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 116, 277, 308
Total No. of Pages: 11

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 6th day of January, 2010 by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project (Condominium Map No. 4101):

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "3604 Owner")	3604
IAN MITSUO HIRASA and MISTI ANN LEIKO HIRASA, husband and wife, whose address is 600 Queen Street, Apt. 1703, Honolulu, Hawaii 96813 (collectively, the "1703 Owner")	1703
JOSEPH F. MENSCHIK and JUDITH M. MENSCHIK, as Trustees of the Joseph F. Menschik Trust, dated September 17, 2009, with powers to acquire, sell, exchange, lease, mortgage or otherwise dispose of real property, and JUDITH M. MENSCHIK and JOSEPH F. MENSCHIK, as Trustees of the Judith M. Menschik Trust, dated September 17, 2009, with powers to acquire, sell, exchange, lease, mortgage or otherwise dispose of real property, all of whose address is 209 Wanamaker Lane, Upper Nyack, New York 10960 (collectively, the "3308 Owner")	3308

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stalls 2109 and 2110 are hereby transferred from Apartment 3604 to Apartment 3308 and are hereby designated as limited common elements appurtenant to Apartment 3308.

2. Parking stalls 4045 and 4046 are hereby transferred from Apartment 3308 to Apartment 1703 and are hereby designated as limited common elements appurtenant to Apartment 1703.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

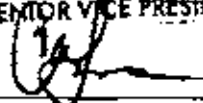
IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK
Its **SENIOR VICE PRESIDENT**

By 

CHARLES W. LOOMIS
Its **ASST. SECRETARY**

"3604 Owner"

(3604 OWNER)

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

On this 14th day of February, 20012, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>14/02/2012</u>	No. of Pages: <u>11</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <i>Cheryl A. Onishi</i>	Date: <u>02/14/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(3604 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

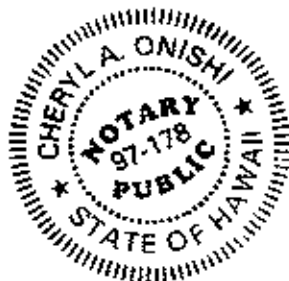
On this 17th day of February, 2010, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>1/17/10</u> <i>copy</i>	Updated at time of acknowledgment No. of Pages: <u>11</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <i>Cheryl A. Onishi</i>	Date: <u>2/11/10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



Ian Mitsuo H

IAN MITSUO HIRASA

Misti Ann Leiko H

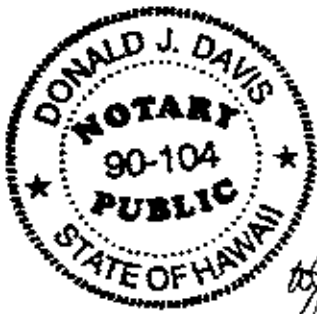
MISTI ANN LEIKO HIRASA

"1703 Owner"

(1703 OWNER)

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

On this 6th day of January, 20 10, before me personally appeared IAN MITSUO HIRASA and MISTI ANN LEIKO HIRASA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis
Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: <u>Donald J. Davis</u>	Date: <u>1-6-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11.8)	



Joseph F. Menschik

JOSEPH F. MENSCHIK,
as Trustee of the Joseph F. Menschik
Trust, as aforesaid

Judith M. Menschik

JUDITH M. MENSCHIK,
as Trustee of the Joseph F. Menschik
Trust, as aforesaid

Judith M. Menschik

JUDITH M. MENSCHIK,
as Trustee of the Judith M. Menschik
Trust, as aforesaid

Joseph F. Menschik

JOSEPH F. MENSCHIK,
as Trustee of the Judith M. Menschik
Trust, as aforesaid

"3308 Owner"

(3308 OWNER)

STATE OF New York)
)
COUNTY OF Rockland) SS

On this 13th day of NOVEMBER, 2009, before me personally appeared **JOSEPH F. MENSCHIK** and **JUDITH M. MENSCHIK**, Trustees of the Joseph F. Menschik Trust as aforesaid, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person and, if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

A. Karina Ellis
Notary Public, State of NEW YORK
Printed Name: A. Karina Ellis
My commission expires: 12-12-2011
My commission number: 01EL6102708

A. KARINA ELLIS
Notary Public, State of New York
No. 01EL6102708
Qualified in Rockland County
Commission Expires December 12, 2011

STATE OF New York)
)
COUNTY OF Rockland) SS

On this 13th day of NOVEMBER, 2009, before me personally appeared **JUDITH M. MENSCHIK** and **JOSEPH F. MENSCHIK**, Trustees of the Judith M. Menschik Trust as aforesaid, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person and, if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

A. Karina Ellis
Notary Public, State of NEW YORK
Printed Name: A. Karina Ellis
My commission expires: 12-12-2011
My commission number: 01EL6102708

A. KARINA ELLIS
Notary Public, State of New York
No. 01EL6102708
Qualified in Rockland County
Commission Expires December 12, 2011

CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

HEPS (Mortgage Electronic Registration System, Inc) for First Hawaiian Bank

(TYPE OR WRITE NAME OF MORTGAGEE OF RECORD)

(the "Apt. 1703 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-170656, encumbering Apartment 1703 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 1703.

By [Signature]
LINDA C. NAKAMURA
Its VICE PRESIDENT

By _____
Its _____

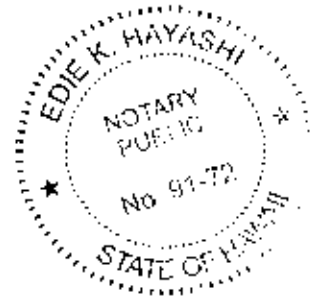
"Apt. 1703 Mortgage"

STATE OF Hawaii)
CITY & COUNTY OF Honolulu) SS

On this day of FEB 10 2010, 200 , before me personally appeared Linda C. Nakamura and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

[Signature]
EDIE K. HAYASHI
[Print name]
Notary Public, State of Hawaii
My commission expires: JAN 30 2011

Doc. Date: JAN 6 2010 # Pages 2
Notary Name: EDIE K. HAYASHI First Circuit
Doc. Description: Parking Stall Amendment of Keola La'i Declaration of Condominium Property Regime
[Signature] FEB 10 2010
Notary Signature Date



**THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII**

BUREAU OF CONVEYANCES

DATE **TIME**
DOCUMI Doc 2010-075268
JUN 01, 2010 02:00 PM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO: BY: MAIL PICKUP

EKIMOTO & MORRIS, LLLC
JOHN A. MORRIS, ESQ./alt
AMERICAN SAVINGS BANK TOWER
1001 BISHOP STREET, SUITE 780
HONOLULU, HAWAII 96813-3410

Total pages: 5

G:\CLIENT\KKEOLA LA' I\GM\OPT IN TO 514B\Opt In Amendment.doc

Tax Map Key: (1) 2-1-48-8

Condominium Map No.: 4101

**AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
KEOLA LA'I**

This AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KEOLA LA'I ("Amendment") is made by the **ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I**, whose address is %Hawaiiana Management Company, Ltd., 711 Kapiolani Boulevard, Suite 700, Honolulu, Hawaii 96813 ("Association"),

WITNESSETH THAT:

WHEREAS, by Declaration of Condominium Property Regime of Keola La'i dated October 21, 2005 (the "Declaration"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217082, the property described in the Declaration was submitted to a Condominium Property Regime established by Chapter 514A, Hawaii Revised Statutes (now Chapter 514B, Hawaii Revised Statutes), as amended; and

WHEREAS, Declarant also recorded the Bylaws of the Association of Apartment Owners of Keola La'i dated October 21, 2005 (the "Bylaws"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217083, and plans describing the improvements to the project as Condominium Map No. 4101; and

WHEREAS, the Declaration, as amended, provided for the organization and operation of the Association of Apartment Owners of Keola La'i (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, the Declaration was amended by instrument dated July 17, 2007, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2007-133460; by instrument dated July 30, 2007, recorded in said Bureau as Document No. 2007-136455; by instrument dated August 2, 2007, recorded in said Bureau as Document No. 2007-138212; by instrument dated November 14, 2007, recorded in said Bureau as Document No. 2007-200035; by instrument dated February 21, 2008, recorded in said Bureau as Document No. 2008-025429; and by instrument dated November 5, 2008, recorded in said Bureau as Document No. 2008-175823; and

WHEREAS, Section 514B-23, Hawai'i Revised Statutes ("HRS"), empowers the Association to amend the Declaration, with the vote or written consent of a majority of the owners, to achieve any results permitted by HRS Chapter 514B; and

WHEREAS, at the Association's annual meeting on June 23, 2009, a majority of owners affirmatively voted in favor of "opting in" to the provisions of HRS Chapter 514B by amending the Declaration; and

NOW THEREFORE, the Declaration, as amended, is hereby amended as stated below. To the extent that there is any conflict between the provisions of the Declaration and HRS Chapter 514B, the provisions of the Declaration shall be subordinate to HRS Chapter 514B, including all approval requirements in HRS Chapter 514B.

AMENDMENT

A new Section 28. is added to the Declaration, to generally amend the Project documents to achieve any results permitted by HRS Chapter 514B, and to read as follows:

28. **Governing Law.** Notwithstanding anything to the contrary in the Project governing documents, including but not limited to this Declaration, the Bylaws, the House Rules, and the Condominium Map:

(a) This Project shall be governed by the provisions of Hawai'i Revised Statutes, Chapter 514B, as amended;

(b) Any apartment deed, and the Project's Declaration, Bylaws, House Rules, and Condominium Map shall be liberally construed to facilitate the operation of the Project under the law;

(c) Amendments to the Declaration and Bylaws, including but not limited to amendments relating to the alteration of the Project, shall require approval of 67% of the owners;

(d) Approval requirements of 75% for alterations to the common elements shall be reduced to 67%;

(e) Punitive damages may not be awarded except as provided in Hawai'i Revised Statutes, Section 514B-10; and

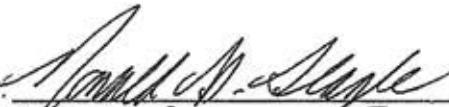
(f) Approval requirements for leases or uses of the common elements shall be governed by Hawai'i Revised Statutes, Section 514B-38.

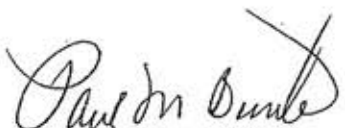
In all other respects, the Declaration, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Keola La'i hereby certify that the above amendment was made by the affirmative vote of more than a majority of owners.

Each of the undersigned officers of the Association warrants and represents that he or she is legally authorized to sign this Amendment on behalf of the Association. The officers of the Association agree that this Amendment may be executed in counterparts, each of which shall be deemed an original, and those counterparts shall together constitute one and the same instrument, binding all the Parties, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 26TH day of MAY, 2010.

ASSOCIATION OF APARTMENT OWNERS
OF KEOLA LA'I

By: 
(Print name: RONALD G. SLAGLE)
Its: PRESIDENT.

By: 
(Print name: PAUL M. BUNDX)
Its: VICE PRESIDENT

STATE OF HAWAII
COUNTY OF HAWAII

)
) ss.
)

On this 26TH day of MAY, 2010, in the First Circuit of the State of Hawai'i, before me personally appeared RONALD G. SLAGLE, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the PRESIDENT of the Association of Apartment Owners of Keola La'i, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Declaration of Condominium Property Regime of Keola La'i," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated MAY 26, 2010 and contained 5 pages at the time of this acknowledgment/certification.



Donald J. Davis
Print Name: DONALD J. DAVIS
Notary Public, State of Hawai'i

My Commission Expires: 2-26-14

Date: 5-26-10 # Pages: 5

Name: DONALD J. DAVIS First Circuit

Doc Description: AMENDMENT TO
DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF KEOLA LA'I

NOTARY SIGNATURE
NOTARY CERTIFICATION
Donald J. Davis



STATE OF HAWAII)
)
) ss.
COUNTY OF HAWAII)

On this 26th day of MAY, 2010, in the First Circuit of the State of Hawai'i, before me personally appeared PAUL M. BUNDA, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the VICE PRESIDENT of the Association of Apartment Owners of Keola La'i, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Declaration of Condominium Property Regime of Keola La'i," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated MAY 26, 2010 and contained 5 pages at the time of this acknowledgment/certification.



Donald J. Davis
Print Name: DONALD J. DAVIS
Notary Public, State of Hawai'i

My Commission Expires: 2-26-14

Date: 5-26-10 # Pages: 5

Name: DONALD J. DAVIS First Circuit

Doc Description: AMENDMENT TO
DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF KEOLA LA'I

NOTARY SIGNATURE
NOTARY CERTIFICATION
Donald J. Davis



275 Am
70 Com



R-673 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 09, 2010 02:00 PM
Doc No(s) 2010-172316 Thru 2010-172317



ISI NICKI ANN THOMPSON
REGISTRAR

20 1/1 29

Ke

Return by Mail (X) Pickup () To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008

CPR Nos. 46 & 130

Total No. of Pages: 9

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 6 day of July, 2009, by **A&B KAKAAKO LLC**, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "**1104 Owner**"), and **SAMUEL CHUN-HUNG KUO**, unmarried, and **CLAUDINE TAMIKO MAHEALANI NISHIMURA**, unmarried, both of whose address is 600 Queen Street, #910, Honolulu, Hawaii 96813 (the "**910 Owner**").

I. BACKGROUND

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document

No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. The 1104 Owner identified above is the current owner of Apartment 1104 in the Project, and the 910 Owner identified above is the current owner of Apartment 910 in the Project. Pursuant to the Declaration, parking stalls C5035* and C5036* are currently assigned as limited common elements to Apartment 1104, and parking stall C5010* is currently assigned as a limited common element to Apartment 910.

5. The 1104 Owner and the 910 Owner now wish to amend the Declaration to transfer parking stalls C5035* and C5036* from Apartment 1104 to Apartment 910, and to transfer parking stall C5010* from Apartment 910 to Apartment 1104, all as set forth in section II below.

II. AMENDMENT OF DECLARATION

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended as follows:

1. Parking stalls C5035* and C5036* are hereby transferred from Apartment 1104 to Apartment 910 and are hereby designated as limited common elements appurtenant to Apartment 910.

2. Parking stall C5010* is hereby transferred from Apartment 910 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

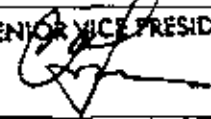
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Managers

By 
RICHARD B. STACK
Its **SENIOR VICE PRESIDENT**

By 
CHARLES W. LOOMIS
Its **ASST. SECRETARY**

"1104 Owner"


SAMUEL CHUN-HUNG KUO


CLAUDINE TAMIKO MAHEALANI NISHIMURA

"910 Owner"

[The remainder of this page is intentionally left blank.]

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

On this 8th day of November, 2010^{CADMP}, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>7/6/09</u> ^{CADMP} Undated at time of acknowledgment	No. of Pages: <u>9</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Cheryl A. Onishi</u>	Date: <u>11/5/10</u>
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) (Stamp on Seal)	



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

On this 8th day of November, ^{cap/mg} 2010, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

C Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keo[ia La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>7/4/09</u> ^{cap/mg} Undated at time of acknowledgment	No. of Pages: <u>9</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>C Cheryl A. Onishi</i></u> Notary Signature	<u>11/8/10</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



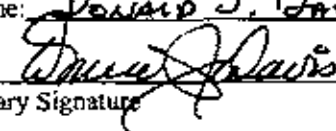
STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

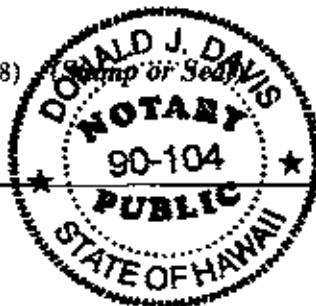
On this 6TH day of July, 2009, before me personally appeared **SAMUEL CHUN-HUNG KUO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Updated at time of acknowledgment</u>	No. of Pages: <u>14</u>
Name: <u>Donald J. Davis</u>	<u>1ST</u> Circuit
Notary Signature: 	Date: <u>7-6-09.</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



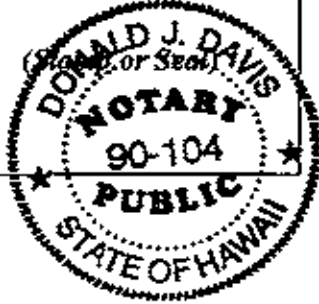
STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this 6th day of July, 2009, before me personally appeared **CLAUDINE TAMIKO MAHEALANI NISHIMURA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>14</u>
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: <u><i>Donald J. Davis</i></u>	Date: <u>7-6-09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Notary or Seal)	



CONSENT OF MORTGAGEE

FIRST HAWAIIAN BANK, a Hawaii corporation (the "**Apt. 910 Mortgagee**"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as **Document No. 2005-217082**, encumbering **Apartment 910** in the Keola La'i condominium project, hereby consents to the foregoing Amendment to designate parking stalls C5035* and C5036* as limited common elements appurtenant to **Apartment 910**, and to transfer parking stall C5010* from **Apartment 910** and designate parking stall C5010* as a limited common element appurtenant to Apartment 1104.

FIRST HAWAIIAN BANK,
a Hawaii corporation

By 

GLENN T. GOYA
Its Vice President

"Apt. 910 Mortgagee"

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

On this 4th day of November, 20 , before me personally appeared **GLENN T. GOYA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

Luiz A. Vea

[Signature]

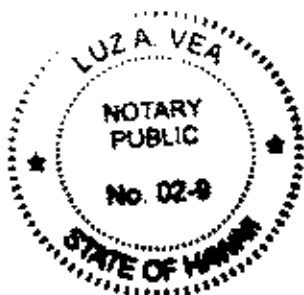
Luiz A. Vea

[Print name]

Notary Public, State of Hawaii

January 6, 2014

My commission expires: _____



Document Identification or Description: <u>Parking Staff Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: _____	
Name: <u>Luiz A. Vea</u>	<u>1ST</u> Circuit
<u><i>Luiz A. Vea</i></u>	<u>11/4/10</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	

760 Amen
30 / Consent



R-582 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 29, 2010 11:00 AM
Doc No(s) 2010-183321 Thru 2010-183322



1st NICKI ANN THOMPSON
REGISTRAR

20 11 29

4

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 328, 339
Total No. of Pages: 4

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 16 day of Nov, 2009, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	3905
RONALD WALTER SOWA and MARY LOUISE SOWA, husband and wife, both of whose address is 600 Queen Street, Apt. 4007, Honolulu, Hawaii 96813 (collectively, the "4007 Owner")	4007

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stalls 3072 and 3073 are hereby transferred from Apartment 3905 to Apartment 4007 and are hereby designated as limited common elements appurtenant to Apartment 4007.

2. Parking stalls 2052 and 2053 are hereby transferred from Apartment 4007 to Apartment 3905 and are hereby designated as limited common elements appurtenant to Apartment 3905.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

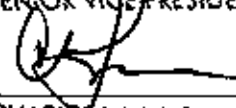
THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By  _____
RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By  _____
CHARLES W. LOOMIS
Its ASST. SECRETARY

“3905 Owner”

(3905 OWNER)

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

On this 27th day of October, 2010, before me personally appeared RICHARD B. STAGG, SENIOR VICE PRESIDENT, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>10/27/10</u> Updated at time of acknowledgment No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>FIRST</u> Circuit
Notary Signature: <i>Cheryl A. Onishi</i>	Date: <u>10/27/10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(3905 OWNER)

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

On this 27th day of October, ²⁰¹⁰ ~~2008/10~~, before me personally appeared CHARLES W. LOOMIS ASST. SECRETARY, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



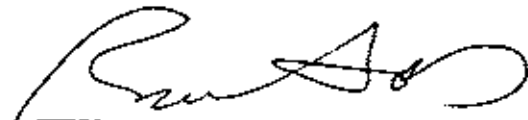
Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii


My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>11/16/09</u> Updated at time of acknowledgment	No. of Pages: <u>9</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <i>Cheryl A. Onishi</i>	Date: <u>10/27/10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	





RONALD WALTER SOWA



MARK BOUISE SOWA

"4007 Owner"

(4007 OWNER)

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

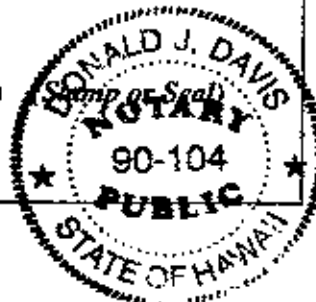
On this 16th day of November, 2009, before me personally appeared **RONALD WALTER SOWA** and **MARY LOUISE SOWA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Donald J. Davis

Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>4</u>	
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	Date: <u>11/16/09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 4007 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 6850107476, encumbering Apartment 4007 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 4007.

U.S. Bank National Association

By [Signature]
Vice President
Its Pamela L. Johnson

By _____
Its _____

"Apt. 4007 Mortgage"

STATE OF Kentucky)
COUNTY OF DAVISS) SS

On this 22 day of Sept, 2006, before me personally appeared Pamela Johnson and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

[Signature]
HEATHER ANN MAYFIELD
[Print name]
Notary Public, State of KENTUCKY
My commission expires: Oct 9, 2013





R-901 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 MAY 06, 2011 01:00 PM
 Doc No(s) 2011-074536 Thru 2011-074537



/s/ NICKI ANN THOMPSON
 REGISTRAR

20 1/1 29

KC

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
 841 Bishop Street, Suite 2125
 Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR No. 0030 & 0084
 Total No. of Pages: 4

**PARKING STALL AMENDMENT
 OF
 KEOLA LA'I
 DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 2nd day of March, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
AMY EMIKO SUMIDA, unmarried, as Tenant in Severalty as to an undivided 10% interest, and HAPAKO, LLC, a Hawaii limited liability company, as its Sole Property as to an undivided 90% interest, both of whose address is 600 Queen Street, Apt. 1402, Honolulu, Hawaii 96813 (collectively, the "1402 Owner")	1402
SCOT YOSHIO KUWAYE and MIKIE TAKAHASHI KUWAYE, husband and wife, as Tenants by the Entirety, both of whose address is 600 Queen Street, Apt. 806, Honolulu, Hawaii 96813 (collectively, the "806 Owner")	806

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium

property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

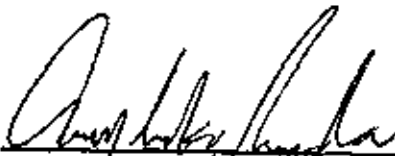
IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall C5053 is hereby transferred from Apartment 1402 to Apartment 806 and is hereby designated as a limited common element appurtenant to Apartment 806.

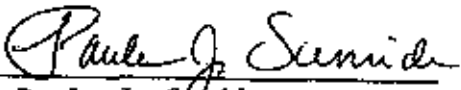
IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]


AMY EMIKO SUMIDA

**HAPAKO, LLC, a Hawaii limited liability
company**

By 
Paula J. Sumida
Its Manager

"1402 Owner"

(1402 OWNER)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

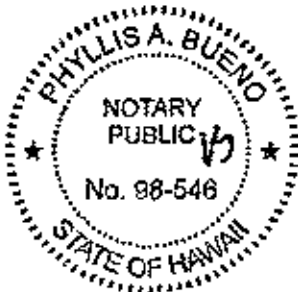
On this 26th day of March, 2010, before me personally appeared **AMY EMIKO SUMIDA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Phyllis A. Bueno

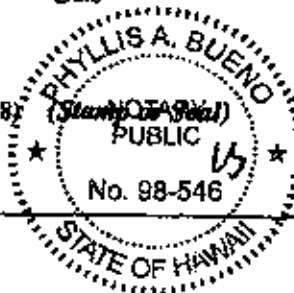
PHYLLIS A. BUENO

Notary Public, State of Hawaii

My commission expires: 10/25/10



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>6</u>	
Name: <u>PHYLLIS A. BUENO</u>	<u>1st</u> Circuit
Notary Signature: <i>Phyllis A. Bueno</i>	Date: <u>3-26-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1402 OWNER)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

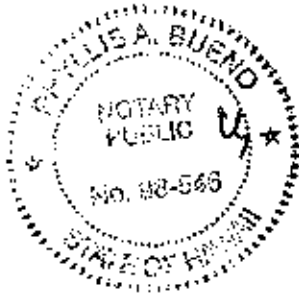
)
) SS
)

On this 26th day of March, 2010, before me personally appeared Paula J. Sumida, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

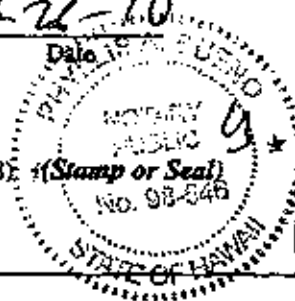
Phyllis A. Bueno

Notary Public, State of Hawaii **PHYLLIS A. BUENO**

My commission expires: 10-25-10



Document Identification or Description: <u>Parking Stall Amendment of Keolu La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>6</u>	
Name: <u>PHYLLIS A. BUENO</u>	<u>1st</u> Circuit
Notary Signature: <u>Phyllis A. Bueno</u>	Date: <u>3-26-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp or Seal)</i>	



Scott Kuwaye
SCOTT YOSHIO KUWAYE

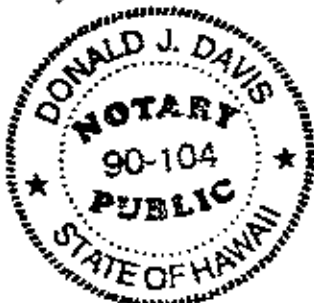
Mikie Kuwaye
MIKIE TAKAHASHI KUWAYE

"806 Owner"

(806 OWNER)

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

On this 7TH day of FEBRUARY, 2011, before me personally appeared **SCOT YOSHIO KUWAYE and MIKIE TAKAHASHI KUWAYE**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>DONALD J. DAVIS</u>	<u>1ST</u> Circuit
<u>Donald J. Davis</u> Notary Signature	<u>2-7-11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage. ✓

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

Bank of Hawaii

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 806 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2240831, encumbering Apartment 806 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 806.

Bank of Hawaii

Randi Yoshikawa

By Randi Yoshikawa

Its ASSISTANT VICE PRESIDENT

By _____

Its _____

"Apt. 806 Mortgage"

STATE OF Hawaii)

COUNTY OF Honolulu) SS

On this 2nd day of March, 2011, before me personally appeared Randi Yoshikawa and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.



Jocelyn D. Alinsunurin

[Signature]

Jocelyn D. Alinsunurin

[Print name]

Notary Public, State of Hawaii

My commission expires: 2/25/2013

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE_ - - -
DOCU. Doc 2011-097910
JUN 21, 2011 03:29 PM

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 64, 300
Total No. of Pages 4

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 21st day of June, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "3604 Owner")	3604

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stalls 1042 and 1043 are hereby transferred from Apartment 1104 to Apartment 3604 and are hereby designated as limited common elements appurtenant to Apartment 3604.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

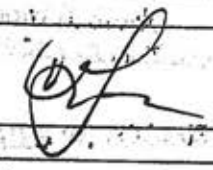
IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By  _____

Its _____

By  _____

Its _____

"1104 Owner"

(1104 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

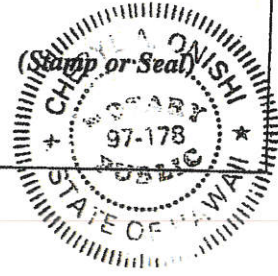
On this 21st day of June, 20011, before me personally appeared Richard B. Stock, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Ceryl A. Onishi
Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Ceryl A. Onishi</u> Notary Signature	<u>6/21/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1104 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 21st day of June, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
Notary Public, State of Hawaii


My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Cheryl A. Onishi</u>	Date: <u>6/21/11</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



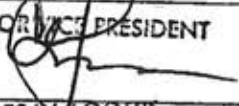
A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK

Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS

Its ASST. SECRETARY

"3604 Owner"

(3604 OWNER)

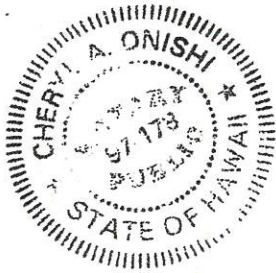
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS
)

On this 21st day of June, ^{call up} 2011, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

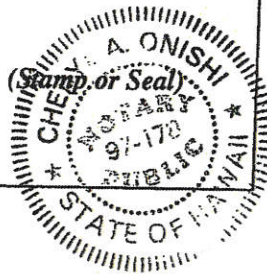
Clyde A. Onishi

Notary Public, State of Hawaii

My commission expires: APR 1 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <i>Clyde A. Onishi</i>	Date: <u>6/21/11</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(3604 OWNER)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

On this 21st day of June, 2011, before me personally appeared CHARLES W. L.C. [unclear] ^{ceasing}

, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

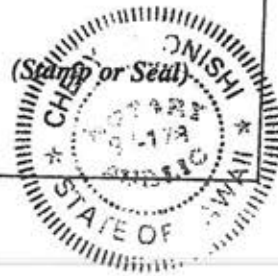
Clyde A. Onishi

Notary Public, State of Hawaii

My commission expires: APR 7 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>CHEYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Clyde A. Onishi</u>	Date: <u>6/21/11</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES
DATE Doc 2011-097911(-2011-097912)
DOCL JUN 21, 2011 03:29 PM

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 64, 84, 148, 301, 307, 260, 279
Total No. of Pages 20

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

June THIS AMENDMENT (this "Amendment") is made effective this 21st day of June, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1104 Owner ")	1104
AMY EMIKO SUMIDA , unmarried, as Tenant in Severalty as to an undivided 10% interest, and HAPAKO, LLC , a Hawaii limited liability company, as Its Sole Property as to an undivided 90% interest, both of whose address is 600 Queen Street, Apt. 1402, Honolulu, Hawaii 96813 (collectively, the " 1402 Owner ")	1402
HERBERT YARED , husband of Cecilia Yared, and CECILIA YARED , wife of Herbert Yared, both of whose address is 600 Queen Street, Apt. 2002, Honolulu, Hawaii 96813 (collectively, the " 2002 Owner ")	2002
KANSHIRO TACHIBANA and HISAYO TACHIBANA , husband and wife, both of whose address is 769 Elepaio Street, Honolulu, Hawaii 96816 (collectively, the " 3109 Owner ")	3109

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
REBECCA SUE ROBERTS, unmarried, as to an undivided 50% interest, and ARTHUR EDWARD ENGELS, unmarried, as to an undivided 50% interest, both of whose address is P.O. Box 3613, Honolulu, Hawaii 96811-3613 (collectively, the "3401 Owner")	3401
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "3605 Owner")	3605
CHRIS SHUUICHI NEMOTO and RIKA KAWAMOTO NEMOTO, husband and wife, both of whose address is 600 Queen Street, Apt. 3702, Honolulu, Hawaii 96813 (collectively, the "3702 Owner")	3702

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall C2013 is hereby transferred from Apartment 1104 to Apartment 2002 and is hereby designated as a limited common element appurtenant to Apartment 2002.
2. Parking stall 3018* is hereby transferred from Apartment 1104 to Apartment 1402 and is hereby designated as a limited common element appurtenant to Apartment 1402.
3. Parking stall C3010 is hereby transferred from Apartment 1104 to Apartment 3109 and is hereby designated as a limited common element appurtenant to Apartment 3109.
4. Parking stall C1007 is hereby transferred from Apartment 1104 to Apartment 3401 and is hereby designated as a limited common element appurtenant to Apartment 3401.
5. Parking stall 2010 is hereby transferred from Apartment 2002 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.
6. Parking stalls 2107 and 2108 are hereby transferred from Apartment 3605 to Apartment 3702 and are hereby designated as limited common elements appurtenant to Apartment 3702.
7. Parking stalls 2102 and 2103 are hereby transferred from Apartment 3702 to Apartment 3605 and are hereby designated as limited common elements appurtenant to Apartment 3605.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.


THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

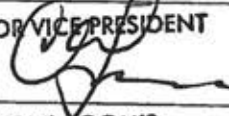
IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

(1104 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 21st day of June, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

C Cheryl A. Onishi
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>20</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>C Cheryl A. Onishi</u>	Date: <u>6/21/11</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1104 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 21st day of June, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

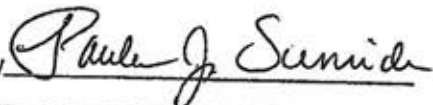
My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>20</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>6/21/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	




AMY EMIKO SUMIDA

HAPAKO, LLC, a Hawaii limited liability
company

By 
Paul J. Senide
Its Manager

"1402 Owner"

(1402 OWNER)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
) *AB*

On this 26th day of March, 2010, before me personally appeared AMY EMIKO SUMIDA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Phyllis A. Bueno

PHYLLIS A. BUENO
Notary Public, State of Hawaii

My commission expires: 10/25/10



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>6</u>	
Name: <u>PHYLLIS A. BUENO</u>	<u>1st</u> Circuit
Notary Signature: <i>Phyllis A. Bueno</i>	<u>3-26-10</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1402 OWNER)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

On this 26th day of March, 2010, before me personally appeared Paula S. Sumida, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

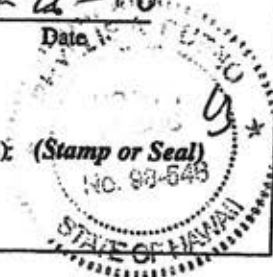
Phyllis A. Bueno

Notary Public, State of Hawaii **PHYLLIS A. BUENO**

My commission expires: 10-26-10



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>6</u>	
Name: <u>PHYLLIS A. BUENO</u>	<u>1st</u> Circuit
Notary Signature: <u>Phyllis A. Bueno</u>	Date: <u>3-26-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8): (Stamp or Seal)	



Kanji Tachibana
KANSHIRO TACHIBANA

Hisayo Tachibana
HISAYO TACHIBANA

"3109 Owner"

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 25th day of November, 2009, before me personally appeared **KANSHIRO TACHIBANA** and **HISAYO TACHIBANA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

May Ann Sambajon
Notary Public, State of Hawaii

My commission expires:
My commission expires: October 7, 2011



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>4</u>
Name: <u>May Ann Sambajon</u>	<u>First</u> Circuit
<u>May Ann Sambajon</u> Notary Signature	<u>11-25-2009</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	

A circular notary seal for May Ann Sambajon, Notary Public, No. 07-803, State of Hawaii. The seal features a star on each side and the text "MAY ANN SAMBAJON", "NOTARY PUBLIC", "No. 07-803", and "STATE OF HAWAII".

Rebecca Sue Roberts
REBECCA SUE ROBERTS


Arthur Edward Engels
ARTHUR EDWARD ENGELS

"3401 Owner"

(3401 OWNER)

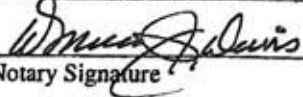
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS
)

On this 30TH day of November, 2009, before me personally appeared **REBECCA SUE ROBERTS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii

My commission expires: 2-26-10

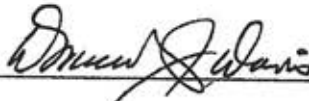
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: _____	
Name: <u>DONALD J. DAVIS</u>	<u>1ST</u> Circuit
Notary Signature: 	<u>11-30-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(3401 OWNER)

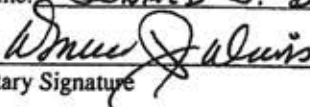
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS
)

On this 30th day of November, 2009, before me personally appeared **ARTHUR EDWARD ENGELS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii


My commission expires: 2-26-10

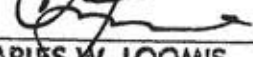
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>4</u>	
Name: <u>DONALD J. DAVIS</u>	<u>15th</u> Circuit
Notary Signature: 	<u>11-30-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-3)	



A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 
Richard B. Stack
Its SENIOR VICE PRESIDENT

By 
CHARLES W. LOOMIS
Its ASST. SECRETARY

"3605 Owner"

(3605 OWNER)

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

On this 21st day of June, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>20</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u>	<u>6/21/11</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11.04)	



(3605 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 21st day of June, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument, in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>20</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>6/21/11</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



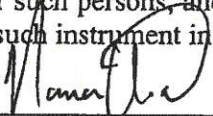

CHRIS SHUICHI NEMOTO


RIKA KAWAMOTO NEMOTO

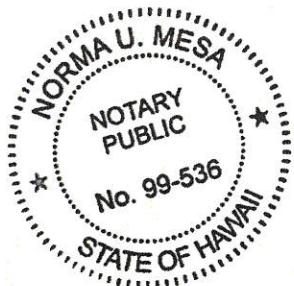
“3702 Owner”

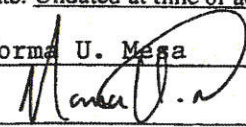
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS
)

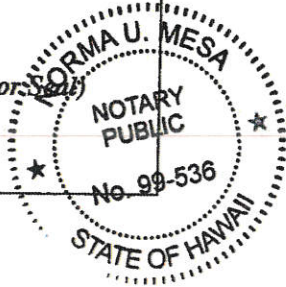
On this 14th day of December, 2009, before me personally appeared **CHRIS SHUICHI NEMOTO and RIKA KAWAMOTO NEMOTO**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.


Norma U. Mesa
Notary Public, State of Hawaii

My commission expires: November 07, 2011



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>12/14/09</u> <u>Undated at time of acknowledgment</u> No. of Pages: <u>6</u>	
Name: <u>Norma U. Mesa</u>	<u>1st</u> Circuit
Notary Signature 	<u>12/14/09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as nominee for CENTRAL PACIFIC BANK

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 3702 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-031668, encumbering Apartment 3702 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 3702.

Mortgage Electronic Registration Systems, Inc.
as nominee for CENTRAL PACIFIC BANK

By [Signature]
Patricia Itsuno

Its Assistant Vice President

By [Signature]
Leatrice Yokoi-Moon

Its Assistant Vice President

"Apt. 3702 Mortgage"

STATE OF HAWAII)
CITY &) SS
COUNTY OF HONOLULU)

On this 14th day of December, 2009, before me personally appeared Patricia Itsuno and Leatrice Yokoi-Moon, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

[Signature]

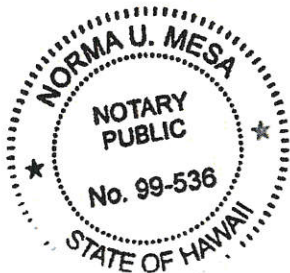
[Signature]

Norma U. Mesa

[Print name]

Notary Public, State of Hawaii

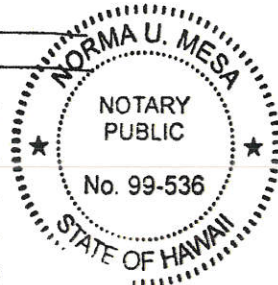
My commission expires: November 07, 2011



Doc. Date: 12/14/09 # Pages 6
Notary Name: Norma U. Mesa 1st Circuit
Doc. Description: Declaration of CPE
- Parking Stall Amendment of

Keolala'i
[Signature] 12/14/09
Notary Signature Date

NOTARY CERTIFICATION



*2011 no
no cover*



R-544 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUL 01, 2011 10:00 AM
Doc No(s) 2011-103741 Thru 2011-103742



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 29

ew

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0064 & 0089
Total No. of Pages 4

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

June THIS AMENDMENT (this "Amendment") is made effective this 28th day of June, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104
LAUREN MALIA ROQUE (formerly known as Lauren Malia Fukuyama) and JUSTIN DAVID ROQUE, husband and wife, as Joint Tenants, both of whose address is 600 Queen Street, Apt. 1407, Honolulu, Hawaii 96813 (collectively, the "1407 Owner")	1407

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall 5046* is hereby transferred from Apartment 1104 to Apartment 1407 and is hereby designated as a limited common element appurtenant to Apartment 1407.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

17:20 AM



R-595 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUL 06, 2011 02:00 PM
Doc No(s) 2011-105667 Thru 2011-105673



/s/ NICKI ANN THOMPSON
REGISTRAR

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ku

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 3, 40, 55, 63, 64, 88, 116, 136, 221
Total No. of Pages 23

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 28th day of June, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
CLARISSA JEAN RESNGIT , wife of Hilarion S. K. Lau, and HILARION S. K. LAU , husband of Clarissa Jean Resngit, both of whose address is 600 Queen Street, Apt. 603, Honolulu, Hawaii 96813 (collectively, the "603 Owner")	603
GARY M. YAMAGUCHI , as Trustee of the Gary M. Yamaguchi Revocable Living Trust dated October 16, 1990, with powers to sell, lease, mortgage and otherwise deal with the land, as to an undivided 50% interest, and GAYLE ANN S. YAMAGUCHI , as Trustee of the Gayle Ann S. Yamaguchi Revocable Living Trust dated October 16, 1990, with powers to sell, lease, mortgage and otherwise deal with the land, as to an undivided 50% interest, both of whose address is 600 Queen Street, Apt. 904, Honolulu, Hawaii 96813 (collectively, the "904 Owner")	904
ROY THOMAS GRAHAM JR. and CHRISTINE GRAHAM , husband and wife, both of whose address is 600 Queen Street, Apt. 1007, Honolulu, Hawaii 96813 (collectively, the "1007 Owner")	1007

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1103 Owner ")	1103
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1104 Owner ")	1104
JAMES KENNETH SZYMANSKI , unmarried, whose address is 600 Queen Street, Apt. 1406, Honolulu, Hawaii 96813 (the " 1406 Owner ")	1406
IAN MITSUO HIRASA and MISTI ANN LEIKO HIRASA , husband and wife, both of whose address is 600 Queen Street, Apt. 1703, Honolulu, Hawaii 96813 (collectively, the " 1703 Owner ")	1703
CAROLE MISAKO HIGO , unmarried, and KEIKI-DAWN K. IZUMI , unmarried, both of whose address is 600 Queen Street, Apt. 1901, Honolulu, Hawaii 96813 (collectively, the " 1901 Owner ")	1901
JOHN KEN FUJITA , unmarried, and RICHARD Y. FUJITA , a married man, both of whose address is 600 Queen Street, Apt. 2706, Honolulu, Hawaii 96813 (collectively, the " 2706 Owner ")	2706

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their

respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall 4144* is hereby transferred from Apartment 603 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.

2. Parking stall C5090* is hereby transferred from Apartment 1007 to Apartment 603 and is hereby designated as a limited common element appurtenant to Apartment 603.

3. Parking stall 3021 is hereby transferred from Apartment 1104 to Apartment 1901 and is hereby designated as a limited common element appurtenant to Apartment 1901.

4. Parking stalls C3009 and 3020 are hereby transferred from Apartment 1104 to Apartment 2706 and are hereby designated as limited common elements appurtenant to Apartment 2706.

5. Parking stalls T5069 and T5070* are hereby transferred from Apartment 1406 to Apartment 1103 and are hereby designated as limited common elements appurtenant to Apartment 1103.

6. Parking stalls T4076 and T4077 are hereby transferred from Apartment 1703 to Apartment 1406 and are hereby designated as limited common elements appurtenant to Apartment 1406.

7. Parking stall 3019* is hereby transferred from Apartment 1901 to Apartment 1007 and is hereby designated as a limited common element appurtenant to Apartment 1007.

8. Parking stall 1013 is hereby transferred from Apartment 2706 to Apartment 904 and is hereby designated as a limited common element appurtenant to Apartment 904.

9. Parking stall C1014 is hereby transferred from Apartment 2706 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.



R-890 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 25, 2011 08:02 AM
Doc No(s) 2011-135998 Thru 2011-135999



1st NICKI ANN THOMPSON
REGISTRAR

20 111 212

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-068 CPR Nos. 0064, 0065, 0111
Total No. of Pages: 12

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 25 day of August, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1104 Owner ")	1104
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1105 Owner ")	1105
SCOTT KENJI SATO and CIZETTE MARY SATO , husband and wife, both of whose address is 600 Queen Street, Apt. 1609, Honolulu, Hawaii 96813 (collectively, the " 1609 Owner ")	1609

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium

property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stalls 5003* and 5004* are hereby transferred from Apartment 1105 to Apartment 1104 and are hereby designated as limited common elements appurtenant to Apartment 1104.

2. Parking stalls T4078 and T4079 are hereby transferred from Apartment 1609 to Apartment 1105 and are hereby designated as limited common elements appurtenant to Apartment 1105.

3. Parking stalls 2010 and C2147 are hereby transferred from Apartment 1104 to Apartment 1609 and are hereby designated as limited common elements appurtenant to Apartment 1609.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

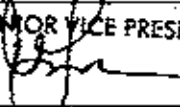
IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 3rd day of August, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>12</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>FIRST</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>8/28/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp of Seal)</i>	



(1104 Owner)

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

On this 23rd day of August, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: **APR 17 2013**




Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>17</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>1st</u> Circuit
<i>Cheryl A. Onishi</i> Notary Signature	<u>8/23/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	




A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK

ITS SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS

Its ASST. SECRETARY

"1105 Owner"

(1105 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 7th day of August, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>12</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i> Notary Signature	<u>8/24/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1105 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 22nd day of August, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>12</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u>	<u>8/22/11</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-1)	



Scott Kenji Sato
SCOTT KENJI SATO

Cizette Mary Sato
CIZETTE MARY SATO

"1609 Owner"

(1609 OWNER)

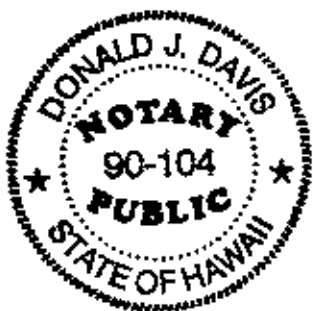
STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this 23rd day of FEBRUARY, 2010, before me personally appeared **SCOTT KENJI SATO** and **CIZETTE MARY SATO**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

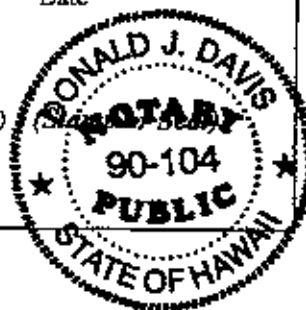
Donald J. Davis

Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-14



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>DONALD J. DAVIS.</u>	<u>1st</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	Date: <u>2-23-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

FIRST HAWAIIAN BANK

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 1609 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-166743, encumbering Apartment 1609 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 1609.

FIRST HAWAIIAN BANK

By

[Signature]
GARY Y. KAWAMOTO
ASST. VICE PRESIDENT

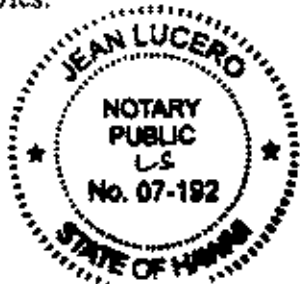
By

Its

"Apt. 1609 Mortgage"

STATE OF Hawaii)
COUNTY OF Honolulu) SS

On this 12th day of March, 2010, before me personally appeared GARY Y. KAWAMOTO and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.



Jean Lucero
[Signature]

[Print name] JEAN LUCERO

Notary Public, State of HAWAII

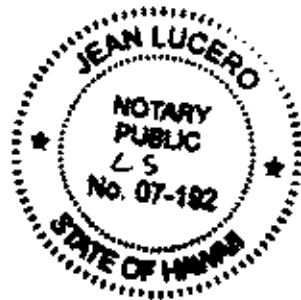
My commission expires: 5-6-2011

Doc. Date: 2-23-2010 # Pages 8

JEAN LUCERO First Circuit

Doc. Description Parking Stall Amendment of Keola La'i Declaration of Condominium Property Regime

Jean Lucero 5-12-2010
Notary Signature Date



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES
DATE Doc 2011-148426
DOC SEP 14, 2011 11:00 AM

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0274 & 0328
Total No. of Pages 2

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 6th day of September, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "3305 Owner")	3305
SUKWON LEE and YIYOUNG KIM, husband and wife, as Tenants by the Entirety, both of whose address is 600 Queen Street, Apt. 3905, Honolulu, Hawaii 96813 (collectively, the "3905 Owner")	3905

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stalls 2052 and 2053 are hereby transferred from Apartment 3905 to Apartment 3305 and are hereby designated as limited common elements appurtenant to Apartment 3305.

2. Parking stalls C4026 and 4027 are hereby transferred from Apartment 3305 to Apartment 3905 and are hereby designated as limited common elements appurtenant to Apartment 3905.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.


THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]


IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMS
Its ASST. SECRETARY

"3305 Owner"

(3305 OWNER)

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

On this 6th day of September, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

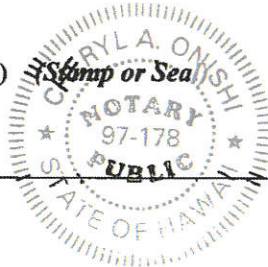
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>first</u> Circuit
<i>Cheryl A. Onishi</i> Notary Signature	<u>9/6/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(3305 OWNER)

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

On this 6th day of September, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

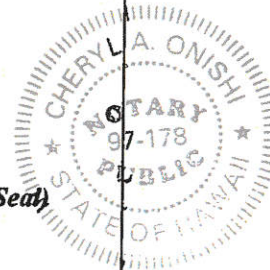



Cheryl A. Onishi
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>9/6/11</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) <i>(Stamp or Seal)</i>	




SUKWON LEE


YIYOUNG KIM

“3905 Owner”

(3905 OWNER)

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

On this 26TH day of AUGUST, 2011, before me personally appeared **SUKWON LEE**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis

DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>5</u>	
Name: <u>DONALD J. DAVIS</u>	<u>1ST</u> Circuit
<u>Donald J. Davis</u> Notary Signature	<u>8-26-11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(3905 OWNER)

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

On this 26TH day of AUGUST, 2011, before me personally appeared **YIYOUNG KIM**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

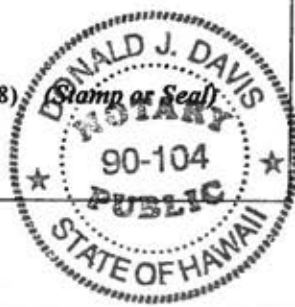


Donald J. Davis

DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>5</u>	
Name: <u>DONALD J. DAVIS</u>	<u>157</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	<u>8-26-11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



Amend
to
Consent

12



R-548 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 26, 2011 10:00 AM
Doc No(s) 2011-156180 Thru 2011-156181



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 Z12

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR No. 0090 & 0348
Total No. of Pages: 6

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 23rd day of September, 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
ALLEN DENNIS TAKAHASHI and JOYCE ADELLE ABILLE-TAKAHASHI, husband and wife, as Tenants by the Entirety, both of whose address is 600 Queen Street, Apt. 1408, Honolulu, Hawaii 96813 (collectively, the "1408 Owner")	1408
MICHAEL I. SCHNEIDER, husband of Sharon Greene Schneider, and SHARON GREENE SCHNEIDER, wife of Michael I. Schneider, both of whose address is 825 Buena Vista Way, Laguna Beach, California 92651 (collectively, the "4202 Owner")	4202

I. BACKGROUND.

I. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original

Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall 2096 is hereby transferred from Apartment 4202 to Apartment 1408 and is hereby designated as a limited common element appurtenant to Apartment 1408. /

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

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50 Am.
30 Comm.
30 Comm.
30 Comm.



R-549 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 26, 2011 10:00 AM
Doc No(s) 2011-156182 Thru 2011-156185



/s/ NICKI ANN THOMPSON
REGISTRAR

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4

Return by Mail () Pickup (X) To:

Porter Tom Quitquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0043, 0063 & 0067
Total No. of Pages: 11

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 23rd day of September, 20 11 by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
ARTHUR LOUIE, unmarried, as to an undivided 50% interest, and SHERLENE MISAE UEHARA, unmarried, as to an undivided 50% interest, as tenants in common, both of whose address is 600 Queen Street, Apt. 907, Honolulu, Hawaii 96813 (collectively, the "907 Owner")	907
AARON SASAKI, unmarried, 600 Queen Street, Apt. 1103, Honolulu, Hawaii 96813 (the "1103 Owner")	1103
JUSTIN KIKUO FURUTA and ROBYN MIYO FURUTA, husband and wife, as tenants by the entirety, both of whose address is 600 Queen Street, Apt. 1107, Honolulu, Hawaii 96813 (collectively, the "1107 Owner")	1107

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map

No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall 5082* is hereby transferred from Apartment 1103 to Apartment 907 and is hereby designated as a limited common element appurtenant to Apartment 907.

2. Parking stall 5083* is hereby transferred from Apartment 1103 to Apartment 1107 and is hereby designated as a limited common element appurtenant to Apartment 1107.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

30 AND
30 CONS
70 CONS
70 CONS
70 CONS



R-551 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 26, 2011 10:00 AM
Doc No(s) 2011-156188 Thru 2011-156192



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 Z12

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-I-048-008 CPR Nos. 64, 77, 86, 117, 123, 130, 185, 228, 232, 238 & 348
Total No. of Pages 29

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

August THIS AMENDMENT (this "Amendment") is made effective this 22 day of 2011, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104
RONALD P. BARRETT and LINDA S. BARRETT, Co-Trustees of that certain unrecorded Ronald P. Barrett and Linda S. Barrett Revocable Living Trust dated September 5, 2007, both having all powers under said trust agreement, whose address is 6540 Saroni Drive, Oakland, California 94611 (the "1206 Owner")	1206
JEFFREY OWEN TOM and LYNNE YUKIE SAITO-TOM, husband and wife, both of whose address is 600 Queen Street, Apt. 1404, Honolulu, Hawaii 96813 (the "1404 Owner")	1404
JANESSA TUAZON BONIFACIO, wife of Shane Patrick Kinomakani Correia, and SHANE PATRICK KINOMAKANI CORREIA, husband of Janessa Tuazon Bonifacio, both of whose address is 600 Queen Street, Apt. 1704, Honolulu, Hawaii 06813 (collectively, the "1704 Owner")	1704

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
REED TERUO FUJIMOTO , single, and KRISTY SACHIKO MASADA , single, both of whose address is 600 Queen Street, Apt. 1710, Honolulu, Hawaii 96813 (collectively, the "1710 Owner")	1710
CHAD H. NISHI , unmarried, whose address is 600 Queen Street, Apt. 1806, Honolulu, Hawaii 96813 (the "1806 Owner")	1806
CATHERINE CHING , single, whose address is 600 Queen Street, Apt. 2308, Honolulu, Hawaii 96813 (the "2308 Owner")	2308
JENNIFER Y. DU-YUNG , as Trustee under Declaration of Revocable Trust of Jennifer Y. Du-Yung dated August 31, 2007, with powers to sell, lease, mortgage and otherwise deal with the land, whose address is 600 Queen Street, Apt. 2804, Honolulu, Hawaii 96813 (the "2804 Owner")	2804
BRUCE ALAN COPPA , unmarried, whose address is 600 Queen Street, Apt. 2808, Honolulu, Hawaii 96813 (the "2808 Owner")	2808
AMALIA H. KEYASHIAN , wife of John M. Keyashian, and CHRISTOPHER N. KEYASHIAN , unmarried, both of whose address is 600 Queen Street, Apt. 2905, Honolulu, Hawaii 96813 (collectively, the "2905 Owner")	2905
MICHAEL I. SCHNEIDER , husband of Sharon Greene Schneider, and SHARON GREENE SCHNEIDER , wife of Michael I. Schneider, both of whose address is 825 Buena Vista Way, Laguna Beach, California 92651 (collectively, the "4202 Owner")	4202

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and

approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENTS.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall C2064 is hereby transferred from Apartment 1104 to Apartment 2905 and is hereby designated as a limited common element appurtenant to Apartment 2905.
2. Parking stall A4051 is hereby transferred from Apartment 1104 to Apartment 1710 and is hereby designated as a limited common element appurtenant to Apartment 1710.
3. Parking stall 4016* is hereby transferred from Apartment 1104 to Apartment 1404 and is hereby designated as a limited common element appurtenant to Apartment 1404.
4. Parking stall 4017* is hereby transferred from Apartment 1104 to Apartment 1404 and is hereby designated as a limited common element appurtenant to Apartment 1404.
5. Parking stall 5063* is hereby transferred from Apartment 1206 to Apartment 1704 and is hereby designated as a limited common element appurtenant to Apartment 1704.
6. Parking stall C5064* is hereby transferred from Apartment 1206 to Apartment 1704 and is hereby designated as a limited common element appurtenant to Apartment 1704.
7. Parking stall 5019* is hereby transferred from Apartment 1404 to Apartment 1206 and is hereby designated as a limited common element appurtenant to Apartment 1206.
8. Parking stall 5020* is hereby transferred from Apartment 1404 to Apartment 1206 and is hereby designated as a limited common element appurtenant to Apartment 1206.
9. Parking stall 2062 is hereby transferred from Apartment 1704 to Apartment 2905 and is hereby designated as a limited common element appurtenant to Apartment 2905.
10. Parking stall C2063 is hereby transferred from Apartment 1704 to Apartment 2905 and is hereby designated as a limited common element appurtenant to Apartment 2905.

11. Parking stall 2094 is hereby transferred from Apartment 1704 to Apartment 4202 and is hereby designated as a limited common element appurtenant to Apartment 4202.

12. Parking stall A3051 is hereby transferred from Apartment 1710 to Apartment 2308 and is hereby designated as a limited common element appurtenant to Apartment 2308.

13. Parking stall T2129 is hereby transferred from Apartment 1806 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.

14. Parking stall T2130 is hereby transferred from Apartment 1806 to Apartment 1104 and is hereby designated as a limited common element appurtenant to Apartment 1104.

15. Parking stall 3109 is hereby transferred from Apartment 2308 to Apartment 1704 and is hereby designated as a limited common element appurtenant to Apartment 1704.

16. Parking stall 3028 is hereby transferred from Apartment 2804 to Apartment 1806 and is hereby designated as a limited common element appurtenant to Apartment 1806.

17. Parking stall C3029 is hereby transferred from Apartment 2804 to Apartment 1806 and is hereby designated as a limited common element appurtenant to Apartment 1806.

18. Parking stall 3092 is hereby transferred from Apartment 2808 to Apartment 2804 and is hereby designated as a limited common element appurtenant to Apartment 2804.

19. Parking stall 3093 is hereby transferred from Apartment 2808 to Apartment 2804 and is hereby designated as a limited common element appurtenant to Apartment 2804.

20. Parking stall 3016 is hereby transferred from Apartment 2905 to Apartment 2808 and is hereby designated as a limited common element appurtenant to Apartment 2808.

21. Parking stall 3017 is hereby transferred from Apartment 2905 to Apartment 2808 and is hereby designated as a limited common element appurtenant to Apartment 2808.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

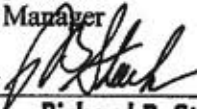
THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

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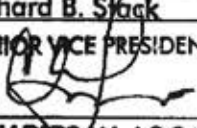
IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

Richard B. Stack
Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

(1104 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 22nd day of August, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>29</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>8/22/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(1104 OWNER)

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

On this 22nd day of August, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



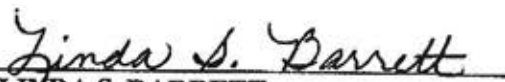
Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>29</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>8/22/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	




RONALD P. BARRETT,
Co-Trustee as aforesaid


LINDA S. BARRETT,
Co-Trustee as aforesaid

“1206 Owner”

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

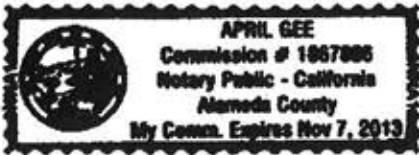
State of California

County of ALAMEDA

On March 5 2010 before me, APRIL GEE Notary

personally appeared LINDA S. BARRETT AND RONALD P. BARRETT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature April Gee
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PARKING STALL AMENDMENT OF KEDLA LA'S DECLARATION OF CONDOMINIUM PROPERTY REGIME

Document Date: MARCH 5, 2010 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: LINDA S. BARRETT

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: SELF

Signer's Name: RONALD P. BARRETT

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: SELF



JEFFREY OWEN TOM

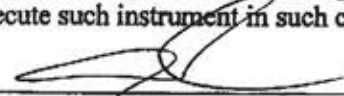


LYNNE YUKIE SAITO-TOM

"1404 Owner"

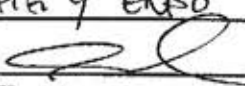
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this _____ day of JUL 10 2010, 20____, before me personally appeared **JEFFREY OWEN TOM** and **LYNNE YUKIE SAITO-TOM**, husband and wife, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii
Craig Y. Endo
My commission expires: **Expiration Date: February 19, 2013**



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: _____	
Name: <u>CRAIG Y ENDO</u>	<u>157</u> Circuit
	<u>JUL 10 2010</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



Janessa Tuazon Bonifacio
JANESSA TUAZON BONIFACIO

Shane Patrick Kinomakani Correia
SHANE PATRICK KINOMAKANI CORREIA

"1704 Owner"

(1704 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

copy

On this 18th day of January, ~~200~~²⁰¹⁰, before me personally appeared **JANESSA TUAZON BONIFACIO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: **APR 17 2013**



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i> Notary Signature	<u>1/18/10</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1704 OWNER)

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

On this 18th day of January, ~~200~~²⁰¹⁰, before me personally appeared *copying*
SHANE PATRICK KINOMAKANI CORREIA, to me personally known, who, being by me
duly sworn or affirmed, did say that such person executed the foregoing instrument as the free
act and deed of such person, and if applicable in the capacity shown, having been duly
authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013

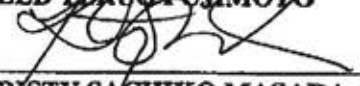


Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
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Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i>	<u>1/18/10</u>
Notary Signature	Date
NOTARY CERTIFICATE (Administrative Rules §5-11-8) (Stamp or Seal)	





REED TERO FUJIMOTO



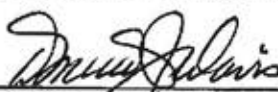
KRISTY SACHIKO MASADA

"1710 Owner"

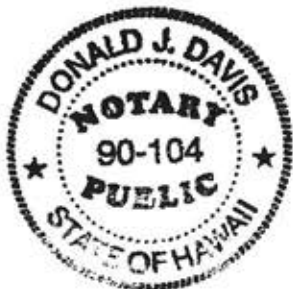
(1710 OWNER)

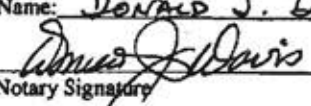
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

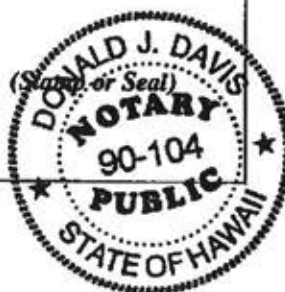
On this 6th day of January, 2010, before me personally appeared REED TERUO FUJIMOTO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.


DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-10



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>DONALD J. DAVIS</u>	<u>1st</u> Circuit
 Notary Signature	<u>1-6-10</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <small>(Sign or Seal)</small>	



(1710 OWNER)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 6th day of January, 2010, before me personally appeared **KRISTY SACHIKO MASADA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis
Donald J. DAVIS
Notary Public, State of Hawaii
My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>Donald J. Davis</u>	<u>1ST</u> Circuit
Notary Signature: <u>Donald J. Davis</u>	Date: <u>1-6-10</u>
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	



[Handwritten Signature]

CHAD H. NISHI

"1806 Owner"

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 21st day of December, 2009, before me personally appeared **CHAD H. NISHI**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Handwritten Signature]

WENDY S. FUJIO
Notary Public, State of Hawaii

My commission expires: 2/22/10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>7</u>
Name: <u>Chad H. Nishi</u>	<u>1st</u> Circuit
Notary Signature: <i>[Handwritten Signature]</i>	Date: <u>2/21/09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	

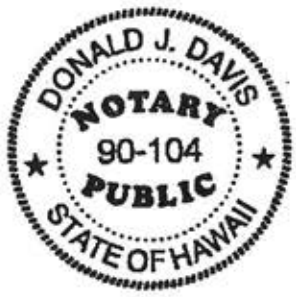


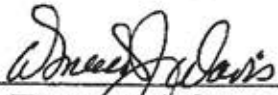

CATHERINE CHING

"2308 Owner"

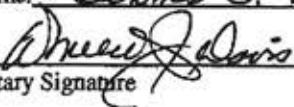
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

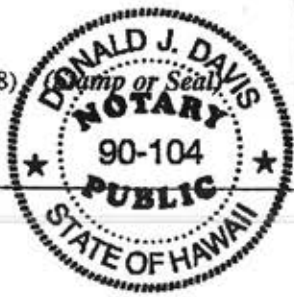
On this 12th day of April, 2010, before me personally appeared CATHERINE CHING, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

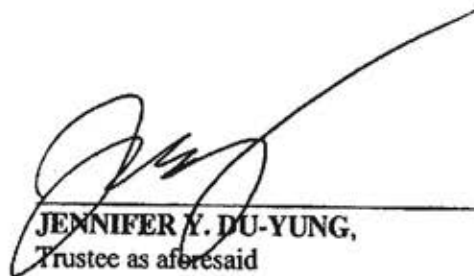



DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>7</u>
Name: <u>DONALD J. DAVIS</u>	<u>157</u> Circuit
Notary Signature: 	Date: <u>4-12-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	

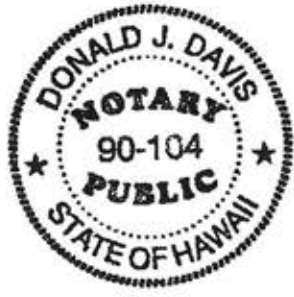


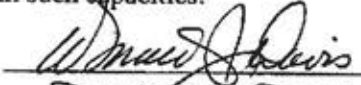

JENNIFER Y. DU-YUNG,
Trustee as aforesaid

"2804 Owner"

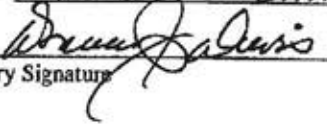
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS
)

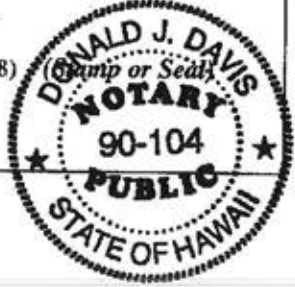
On this 19th day of NOVEMBER, 2009, before me personally appeared JENNIFER Y. DU-YUNG, Trustee as aforesaid, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.




DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>4</u>
Name: <u>DONALD J. DAVIS</u>	<u>1st</u> Circuit
Notary Signature: 	Date: <u>11-19-09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



BAC
BRUCE ALAN COPPA
"2808 Owner"

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

On this 19TH day of JULY, 2010, before me personally appeared **BRUCE ALAN COPPA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Donald J. Davis
Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>7</u>
Name: <u>DONALD J. DAVIS</u>	<u>1st</u> Circuit
Notary Signature: <u>Donald J. Davis</u>	Date: <u>7-19-10</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



Amalia H. Keyashian
AMALIA H. KEYASHIAN

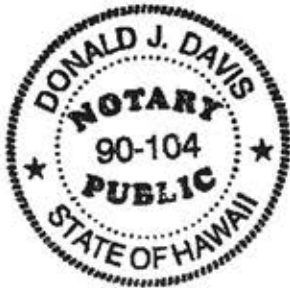
Christopher N. Keyashian
CHRISTOPHER N. KEYASHIAN

“2905 Owner”

(2905 Owner)

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

On this 15th day of DECEMBER, 2009, before me personally appeared **AMALIA H. KEYASHIAN**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis
DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-10

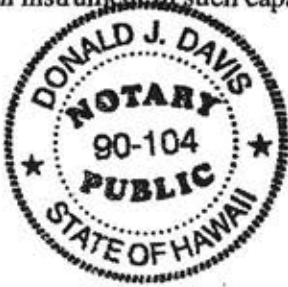
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>5</u>	
Name: <u>Donald J. Davis</u>	<u>15th</u> Circuit
Notary Signature: <u>Donald J. Davis</u>	Date: <u>12-1-09</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-5)	



(2905 Owner)

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

On this 1st day of December, 2009, before me personally appeared **CHRISTOPHER N. KEYASHIAN**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



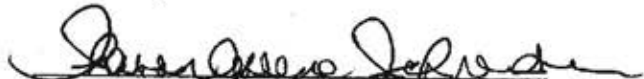
Donald J. Davis
DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-10

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>5</u>
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
<u>Donald J. Davis</u> Notary Signature	<u>12-1-09</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	




MICHAEL I. SCHNEIDER


SHARON GREENE SCHNEIDER

"4202 Owner"

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

On this _____ day of _____, 20____, before me personally appeared **MICHAEL I. SCHNEIDER** and **SHARON GREENE SCHNEIDER**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii

My commission expires:

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: _____
Name: _____	Circuit _____
Notary Signature _____	Date _____
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp or Seal)</i>	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

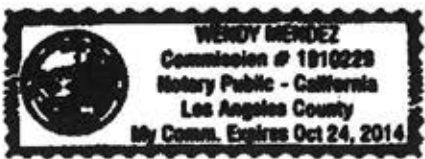
State of California }
 County of LOS ANGELES }

On September 19, 2011 before me, Wendy Mendez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael J. Schneider AND Sharon Greene Schneider
Name(s) of Signer(s)

[Handwritten signatures of Michael J. Schneider and Sharon Greene Schneider]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *[Handwritten Signature: Wendy Mendez]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PARKING STALL AMENDMENT OF KEOLA LA'I

Document Date: UNDATED AT TIME OF ACKNOWLEDGMENT Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MICHAEL J. SCHNEIDER

Signer's Name: SHARON GREENE SCHNEIDER

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

*[The remainder of this page is intentionally left blank.
Consents and signatures begin on the next page.]*

First Hawaiian Bank

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 1206 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-170476 - 2008-170478, encumbering Apartment 1206 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 1206.

First Hawaiian Bank

By [Signature]
Gary Y. Kawamoto
Its Assistant Vice President

By _____
Its _____

"Apt. 1206 Mortgage"

STATE OF Hawaii)
CITY AND COUNTY OF Honolulu) SS

On this 9th day of March, 2010, before me personally appeared GARY Y. KAWAMOTO and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

9/11/10

Jean Lucero
[Signature]
JEAN LUCERO

[Print name]
Notary Public, State of Hawaii
My commission expires: 5-6-2011



Doc. Date: undated # Pages 8
JEAN LUCERO First Circuit
Doc. Description: Parking Stall Amendment
at Keola La'i Declaration of Condominium Property Regime
Jean Lucero 3-9-2010
Notary Signature Date

Mortgage Electronic Registration Systems, Inc. ("MERS")

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 1704 Mortgagee"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-032416, encumbering Apartment 1704 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 1704.

MERS solely as nominee for
Flagstar Bank, FSB

By [Signature]
George Pfeiffer
Its Vice President

By [Signature]
Debi Armstrong
Its Vice President

"Apt. 1704 Mortgagee"

STATE OF Michigan)
COUNTY OF Oakland) SS

On this 8th day of February, 2010, before me personally appeared George Pfeiffer and Debi Armstrong, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

[Signature]
Nancy Meade

[Print name]
Notary Public, State of Michigan
My commission expires: 04/03/2012

Mortgage Electronic Registration Systems, Inc. ("MERS")

[TYPE OR WRITE NAME OF MORTGAGEE OF RECORD]

(the "Apt. 2308 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-150512, encumbering Apartment 2308 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 2308.



Mortgage Electronic Registration Systems, Inc. ("MERS")

By Jenny Browner
JENNY BROUWER

Its ASSISTANT SECRETARY

By _____

Its _____

"Apt. 2308 Mortgage"

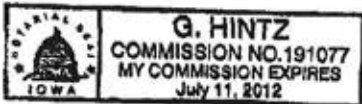
STATE OF Iowa)

) SS

COUNTY OF Black Hawk)

On this 11 day of May, 2010, before me personally appeared JENNY BROUWER and _____, to

me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.



G. Hintz
[Signature]

G. Hintz
[Print name]

Notary Public, State of Iowa

My commission expires: 7-11-2012



R-550 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 SEP 26, 2011 10:00 AM
 Doc No(s) 2011-156186 Thru 2011-156187



for NICKI ANN THOMPSON
 REGISTRAR

20 1/1 212

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
 841 Bishop Street, Suite 2125
 Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR No 63
 Total No. of Pages: 7

**JOINDER IN AND CORRECTION OF
 PARKING STALL AMENDMENT
 OF
 KEOLA LA'I
 DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS JOINDER IN AND CORRECTION OF PARKING STALL AMENDMENT is made effective this 17th day of September, 2011, by AARON SASAKI, unmarried, whose address is 600 Queen Street, Apt 1103, Honolulu, Hawaii 96813 ("Sasaki"), and A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 ("A&B").

I. BACKGROUND.

1. By that certain Parking Stall Amendment of Keola La'i Declaration of Condominium Property Regime dated June 28, 2011, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document Nos. 2011-105667 through 2011-105673 (the "Amendment"), parking stalls T5069 and T5070* in the Keola La'i condominium (the "Project") were transferred from Apartment 1406 to Apartment 1103 and were designated as limited common elements appurtenant to Apartment 1103.

2. The Amendment inadvertently and incorrectly identified A&B as the owner of Apartment 1103, when in fact Sasaki was the owner of Apartment 1103.

3. Sasaki and A&B now wish to correct this error in the Amendment by Sasaki's joining as a signatory to the Amendment and by A&B's acknowledgment herein that A&B was not the owner of Apartment 1103 at the time of the Amendment.

II. JOINDER AND CORRECTION.

IN CONSIDERATION OF THE MUTUAL BENEFITS TO THE PARTIES by their execution of this instrument, Sasaki and A&B hereby mutually acknowledge and agree as follows:

1. Sasaki is the owner of Apartment 1103 in the Project and was the owner of Apartment 1103 at the time the Amendment was recorded in the Bureau, and Sasaki hereby joins in as a signatory to the Amendment for all intents and purposes, including accepting parking stalls T5069 and T5070* as limited common elements appurtenant to Apartment 1103, as if Sasaki had originally signed the Amendment as the owner of Apartment 1103.

2. A&B was not the owner of Apartment 1103 at the time the Amendment was recorded in the Bureau and the Amendment incorrectly identified A&B as the owner of Apartment 1103.

IN ALL OTHER RESPECTS the Amendment remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS INSTRUMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year first above written.

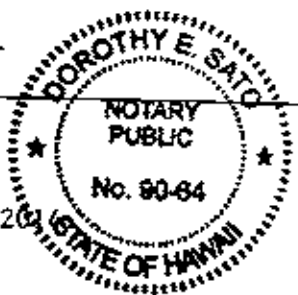
Aaron Sasaki
AARON SASAKI

"Sasaki"

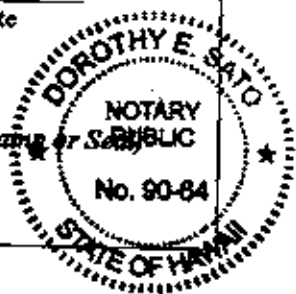
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 23rd day of August, 2011, before me personally appeared AARON SASAKI, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Dorothy E. Sato
Dorothy E. Sato
Notary Public, State of Hawaii
My commission expires: 2/6/2014




Document Identification or Description: <u>Joinder in and Correction of Parking Stall Consent of Mortgagee</u>	
<u>Amendment of Keolu La'i Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>5</u>
Name: <u>Dorothy E. Sato</u>	<u>First</u> Circuit
<u><i>Dorothy E. Sato</i></u>	<u>8/23/11</u>
Notary Signature	Date
My commission expires: <u>2/6/2014</u>	
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp of Sato)	

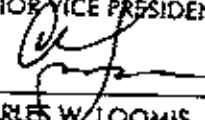


A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD R. STACK
Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS
Its ASST. SECRETARY

"A&B"

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

On this 6th day of September, 2011, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii
My commission expires: APR 17 2013

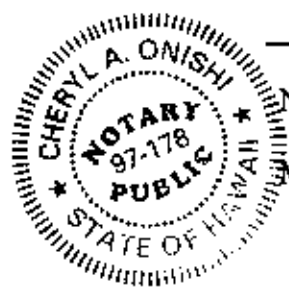
Document Identification or Description: <u>Joinder in and Correction of Parking Stall</u>	
<u>Amendment of Keola La'i Declaration of Condominium Property Regime</u>	
Document Date: <u>Updated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>9/6/11</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



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

On this 6th day of September, 2011, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi



CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: **APR 17 2013**

Document Identification or Description: <u>Joinder in and Correction of Parking Stall</u>	
<u>Amendment of Keola La'i Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>7</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i> Notary Signature	<u>9/6/11</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	



30 AM



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
December 23, 2011 8:01 AM
Doc No(s) A-43740351



1 1/2 KKA
B-31988109

/s/ NICKI ANN THOMPSON
REGISTRAR

LAND COURT

REGULAR SYSTEM

After recordation, return by mail ()

pickup () to:

6817005067-CH



Total Pages: 7

Affects TMK Nos. (1) 2-1-048-008 C.P.R. Nos. 0136 & 0061

KEOLA LA'I
APARTMENT NOS. 1901 & 1101

**AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
"KEOLA LA'I" TO REFLECT CHANGES TO
PARKING STALL NO. 3021**

DEC 19 2011

THIS AMENDMENT is made this _____ day of _____, 2011, by and between KEIKI-DAWN IZUMI, Trustee of the Keiki-Dawn Izumi Revocable Trust dated March 10, 2011, whose post office address of which is 46-318 Auna Street, Kaneohe, Hawaii 96744 (hereinafter called "IZUMI"), and CGO INVESTMENTS, LLC, a Hawaii limited liability company, whose post office address of which is 700 Bishop Street, #400, Honolulu, Hawaii 96813 (hereinafter called "CGO").

WITNESSETH:

WHEREAS, IZUMI, by Apartment Deed recorded March 18, 2011 in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-046169, is the current owner of that certain Apartment No. 1901 (together with the undivided interest in the common elements) in the "KEOLA LA'I" Condominium project (hereinafter called "Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded as

Document No. 2005-217082, as amended (hereinafter called "Declaration"), and as delineated on Condominium Map No. 4101, as amended (hereinafter called "Condominium Map"); and

WHEREAS, CGO, by Condominium Apartment Deed With Reservations and Conditions, dated January 11, 2008, recorded as aforesaid as Document No. 2008-031568, is the current owner of that certain Apartment No. 1101 (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, the parking stall designated by the number "3021" (hereinafter called "Parking Stall No. 3021") is assigned as a limited common element to Apartment No. 1901;

WHEREAS, IZUMI and CGO desire to transfer Parking Stall No. 3021 from being assigned as a limited common element to Apartment No. 1901 to being assigned as a limited common element to Apartment No. 1101.

NOW, THEREFORE, the Declaration and those certain Condominium Apartment Deeds hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. 3021 shall be deleted and excluded from being assigned as a limited common element to Apartment No. 1901 and shall be added and assigned as a limited common element to Apartment No. 1101.
2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the Condominium Apartment Deeds hereinabove mentioned shall remain in full force and effect.
3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

This instrument may be executed in counterparts, each of which when executed irrespective of the date of its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed these presents on the day and year first above written.

KEIKI-DAWN IZUMI REVOCABLE TRUST
DATED MARCH 10, 2011

By: 

Keiki-Dawn Izumi
/ Its Trustee

"IZUMI"

CGO INVESTMENTS, LLC, a Hawaii limited liability company


By: James M. Horiuchi
Its James M. Horiuchi /

By: Emi Oishi Anamizu
Its Emi Oishi Anamizu / "CGO"

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

This 7 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated DEC 19 2011, 2011, was subscribed and sworn to before me this DEC 19 2011 day of DEC 19 2011, 2011, in the First Circuit of the State of Hawaii, by KEIKI-DAWN IZUMI, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.





CHERYL HIGA, Notary Public
Expiration Date: 08-02 2015
(Print Name)
Notary Public, State of Hawaii

My commission expires: _____

STATE OF HAWAII

)

) SS.

CITY AND COUNTY OF HONOLULU

)

This 7 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated Updated at time of Notary, 2011, was subscribed and sworn to before me this 14th day of December, 2011, in the First Circuit of the State of Hawaii, by James M. Hornuch, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Handwritten Signature]

JO AYSON

(Print Name)
Notary Public, State of Hawaii

My commission expires: 11-21-2014

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

This 7 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated amended at time of notary 2011, was subscribed and sworn to before me this 14th day of December, 2011, in the First Circuit of the State of Hawaii, by Eini Oishi Namiki, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Handwritten signature of Jo Ayson]

JO AYSON

(Print Name)
Notary Public, State of Hawaii

My commission expires: 11-21-2014

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES
DATE TIME
DOCL Doc A-44070606A thru A-44070606B
January 25, 2012 8:02 AM

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0184 & 0064
Total No. of Pages: 9

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 5th day of JANUARY, 2012, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104
CHRISTINE TRAN TAMURA and GEN TAMURA, wife and husband, both of whose address is 600 Queen Street, Apt. 2307, Honolulu, Hawaii 96813 (the "2307 Owner")	2307

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall 4090* is hereby transferred from Apartment 1104 to Apartment 2307 and is hereby designated as a limited common element appurtenant to Apartment 2307.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 
Richard B. Stack

Its SENIOR VICE PRESIDENT

By 
CHARLES W. LOOMIS

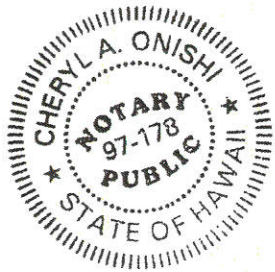
Its ASST. SECRETARY

"1104 Owner"

(1104 Owner)

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

On this 24th day of January, 2012, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

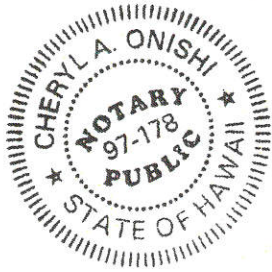
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>1/5/12 copy</u> Undated at time of acknowledgment	No. of Pages: <u>9</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Cheryl A. Onishi</u>	Date: <u>1/24/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <i>(Stamp or Seal)</i>	



(1104 Owner)

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

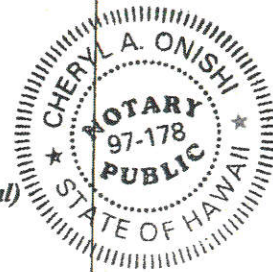
On this 24th day of January, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>1/24/12 copy up</u> Updated at time of acknowledgment	No. of Pages: <u>First 9 copy up</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Cheryl A. Onishi</u>	Date: <u>1/24/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	





CHRISTINE TRAN TAMURA



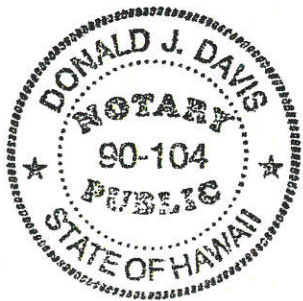
GEN TAMURA

"2307 Owner"

(2307 Owner)

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

On this 5th day of JANUARY, 2012, before me personally appeared **CHRISTINE TRAN TAMURA** and **GEN TAMURA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

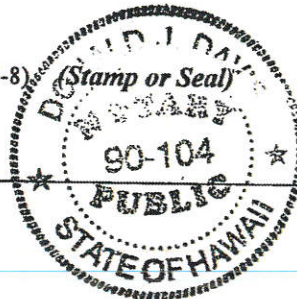


Donald J. Davis

DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>DONALD J. DAVIS</u>	<u>1ST</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	<u>1-5-12</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

[The remainder of this page is intentionally left blank.]

BANK OF HAWAII, a Hawaii Corporation

[TYPE OR PRINT NAME OF MORTGAGEE OF RECORD]

the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2011-200733, encumbering Apartment 2307 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 2307.

Bank of Hawaii, a Hawaii Corporation

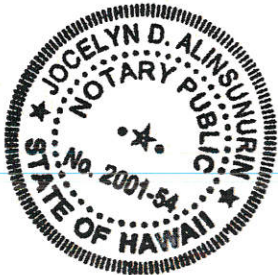
[Type or print name of mortgagee]

By [Signature]
Randi Yoshikawa
Its Assistant Vice President

By [Signature]
Guy M. Sakamoto
Its Vice President

STATE OF Hawaii)
City of) SS
COUNTY OF Honolulu)

On this 21st day of December, 2011, before me personally appeared Randi Yoshikawa and Guy M. Sakamoto, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.



[Signature]
Jocelyn D. Alinsunurin
[Print name]
Notary Public, State of Hawaii
My commission expires: 2/25/2013

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____ TIME _____

DOCUMENT NO. Doc A-44260596

February 13, 2012 8:02 AM

Return by Mail () Pickup (X) To:

Porter Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0017 & 0064
Total No. of Pages: 2

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 27TH day of JANUARY, 2012, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
QILING GU and HONGMEI WU , husband and wife, both of whose address is 600 Queen Street, Apt. 705, Honolulu, Hawaii 96813 (the "705 Owner")	705
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall C1014 is hereby transferred from Apartment 1104 to Apartment 705 and is hereby designated as a limited common element appurtenant to Apartment 705.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

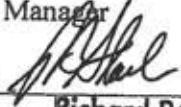
THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]


IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

Richard B. Stack
Its **SENIOR VICE PRESIDENT**

By 

CHARLES W. LOOMIS
Its **ASST. SECRETARY**

"1104 Owner"

(1104 Owner)

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

On this 9th day of February, 2012, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Cheryl A. Onishi

CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>1/27/12 copy</u>	No. of Pages: <u>8</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <i>Cheryl A. Onishi</i>	Date: <u>2/9/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 9th day of February, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>1/27/12 copy</u>	No. of Pages: <u>8</u>
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<i>Cheryl A. Onishi</i>	<u>2/9/12</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



QILING GU
QILING GU

HONGMEI WU
HONGMEI WU

"705 Owner"

(705 Owner)

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

On this 27th day of JANUARY, 2012, before me personally appeared QILING GU, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

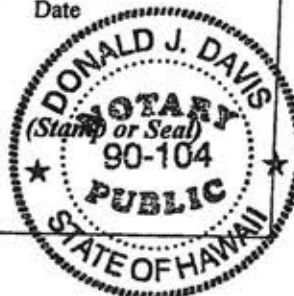


Donald J. Davis

DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14

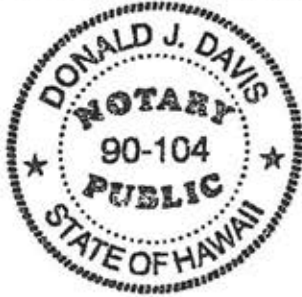
Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>2</u>	
Name: <u>DONALD J. DAVIS</u>	<u>1st</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	Date: <u>1-27-12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(705 Owner)

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

On this 27th day of January, 2012, before me personally appeared HONGMEI WU, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Donald J. Davis
DONALD J. DAVIS.
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8</u>	
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: <u>Donald J. Davis</u>	Date: <u>1-27-12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) <small>(Stamp or Seal)</small>	



7/24/11
7/2/11



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

February 23, 2012 8:01 AM
Doc No(s) A-44360451A thru A-44360451B



/s/ NICKI ANN THOMPSON
REGISTRAR

1 1/2 LGG
B-32018682

klh

Return by Mail () Pickup () To:

TG: 201149354 -A

TGE: T11054256

R. Olayon
total pgs. 10

1

KS

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0058 & 0064
Total No. of Pages: 10

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this ____ day of FEB 17 2012 20__, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
GREGG HIDEO HIROKAWA and ATSUKO ONOZUKA HIROKAWA , husband and wife, both of whose address is 600 Queen Street, Apt. 1010, Honolulu, Hawaii 96813 (the "1010 Owner")	1010
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

65 8 19 AM 8 19 FEB 22 2012

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved by the Owners of the Apartments affected.

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall C5010* is hereby transferred from Apartment 1104 to Apartment 1010 and is hereby designated as a limited common element appurtenant to Apartment 1010.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

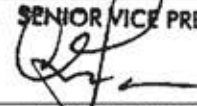
IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By  _____
RICHARD B. STACK

Its SENIOR VICE PRESIDENT

By  _____
CHARLES W. LOOMIS

Its ASST. SECRETARY

"1104 Owner"

(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 14th day of February, 2012, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>2/14/12</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 14th day of February, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: **APR 17 2013**

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u> Notary Signature	<u>2/14/12</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	





GREGG HIDEO HIROKAWA



ATSUKO ONOZUKA HIROKAWA

"1010 Owner"

(1010 Owner)

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

On this _____ day of FEB 15 2012, 20__, before me personally appeared **GREGG HIDEO HIROKAWA** and **ATSUKO ONOZUKA HIROKAWA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

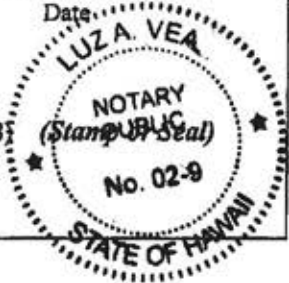
Luz A. Vea

Luz A. Vea
Notary Public, State of Hawaii

My commission expires: January 6, 2014



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>Luz A. Vea</u>	<u>First</u> Circuit
Notary Signature: <i>Luz A. Vea</i>	Date: <u>FEB 15 2012</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



LENDER'S CONSENT

The lender identified on the next page made a loan to the 1010 Owner secured by the mortgage identified on the next page and encumbering the apartment identified with the mortgage. The lender hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgage.

[The remainder of this page is intentionally left blank.]

FIRST HAWAIIAN BANK, a Hawaii corporation, the lender identified in that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as **Document No. 2009-175191**, encumbering **Apartment 1010** in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to **Apartment 1010**.

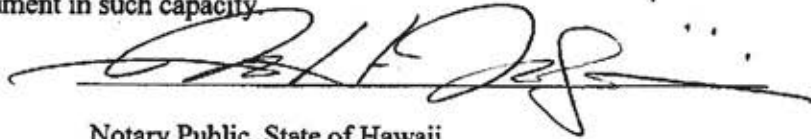
FIRST HAWAIIAN BANK,
a Hawaii corporation

By *Karen Y. Matsumoto*
KAREN Y. MATSUMOTO
Its **VICE PRESIDENT**

By _____
Its _____

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

On this 17 day of FEB 17 2012, 2012, before me personally appeared KAREN Y. MATSUMOTO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

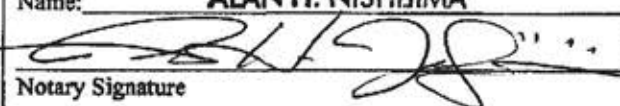


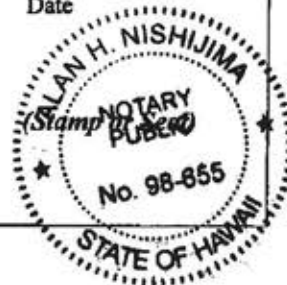
Notary Public, State of Hawaii

My commission expires:

ALAN H. NISHIJIMA
MY COMMISSION EXPIRES: 12/13/2014



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>ALAN H. NISHIJIMA</u>	Circuit: <u>1st</u>
	Date: <u>FEB 17 2012</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES
DOCUMENT Doc A-44550941A thru A-44550941B
DATE - TI March 13, 2012 1:00 PM

Return by Mail () Pickup (✓) To:

A&B Properties, Inc.
822 Bishop Street
Honolulu, HI 96813
Attn: Suzanne McGuigan

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0099 & 0064
Total No. of Pages 11

PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME

THIS AMENDMENT (this "Amendment") is made effective this 7th day of March, 2012 by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
CRAIG TADASHI SATO, unmarried, and LAUREN CHIEMI SATO ANA (formerly known as Lauren Chiemi Sato), wife of Jeremiah Villarez Ana, both of whose address is 600 Queen Street, Apt. 1506, Honolulu, Hawaii 96813 (the "1506 Owner")	1506
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104

I. **BACKGROUND.**

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola

La`i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved by the Owners of the Apartments affected.

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall C2111 is hereby transferred from Apartment 1104 to Apartment 1506 and is hereby designated as a limited common element appurtenant to Apartment 1506.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

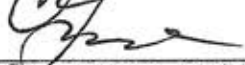
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By  _____
Richard B. Steck
Its SENIOR VICE PRESIDENT

By  _____
CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

(1104 Owner)

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

On this 7th day of March, 2012, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u>Cheryl A. Onishi</u>	<u>3/7/12</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1104 Owner)

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

On this 7th day of March, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u>Cheryl A. Onishi</u>	Date: <u>3/7/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



Craig Tadashi Sato

CRAIG TADASHI SATO

Lauren Chiemi Sato Ana

LAUREN CHIEMI SATO ANA

“1506 Owner”

(1506 Owner)

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

On this 13th day of February, 2012, before me personally appeared **CRAIG TADASHI SATO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Kelly Iwanaga

Kelly Iwanaga
Notary Public, State of Hawaii

My commission expires: AUG 24 2012

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>Kelly Iwanaga</u>	<u>First</u> Circuit
<i>Kelly Iwanaga</i> Notary Signature	<u>FEB 13 2012</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1506 Owner)

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

On this 15TH day of FEBRUARY, 2012, before me personally appeared **LAUREN CHIEMI SATO ANA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Donald J. Davis

DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>11</u>	
Name: <u>DONALD J. DAVIS</u>	<u>15TH</u> Circuit
Notary Signature: <i>Donald J. Davis</i>	<u>2-15-12</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11)	



LENDER'S CONSENT

The lender identified on the next page made a loan to the 1506 Owner secured by the mortgage identified on the next page and encumbering the apartment identified with the mortgage. The lender hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgage.

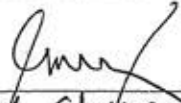
[The remainder of this page is intentionally left blank.]

Honolulu Home Loans, Inc., a Hawaii corporation,
[print name of lender]

the lender identified in that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as **Document No. 2010-064098**, encumbering **Apartment 1506** in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to **Apartment 1506**.

Honolulu Home Loans Inc.

[print name of lender]
a Hawaii corporation

By 
Earl Ching
Its Executive Vice President

By _____
Its _____

STATE OF Hawaii)
City and) SS
COUNTY OF Madison)

On this 22nd day of February, 2012, before me personally appeared Earl Chason, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii

My commission expires:

A handwritten signature in cursive script, appearing to read "S. APO".

S. APO
Notary Public, State of Hawaii
My Commission Expires: April 19, 2013

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

My commission expires:

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____ TIME _____
DOCUMENT NC Doc A-46230517A thru A-46230517B
August 28, 2012 9:00 AM

Return by Mail () Pickup (X) To:

Tom Quitiquit Chee Watts & Yamamoto, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008 CPR Nos. 0034 & 0064
Total No. of Pages: 7

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 28th day of August, 2012, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
SAYED SAQLAIN JAFFAR and FAHREEN SAYED JAFFAR , husband and wife, whose address is 600 Queen Street, Apt. 810, Honolulu, Hawaii 96813 (the " 810 Owner ")	810
A&B KAKAAKO LLC , a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the " 1104 Owner ")	1104

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

1. Parking stall 5003* is hereby transferred from Apartment 1104 to Apartment 810 and is hereby designated as a limited common element appurtenant to Apartment 810.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.


A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK

Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS

Its ASST SECRETARY

"1104 Owner"

(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 22nd day of August, 2012 before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Aileen S. Miyahara

Print Name: AILEEN S. MIYAHARA

Notary Public, State of Hawaii

My Commission Expires: 7/15/14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>AILEEN S. MIYAHARA</u>	<u>First</u> Circuit
Notary Signature: <u>Aileen S. Miyahara</u>	Date: <u>8/22/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp of Seal)	



(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 22nd day of August, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Aileen S. Miyahara

Print Name: AILEEN S. MIYAHARA

Notary Public, State of Hawaii

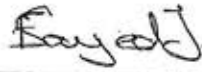
My Commission Expires: 7/15/14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>AILEEN S. MIYAHARA</u>	<u>First</u> Circuit
<u>Aileen S. Miyahara</u>	<u>8/22/12</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	





SAYED SAQLAIN JAFFAR



FAHREEN SAYED JAFFAR

"810 Owner"

(810 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 20th day of JUNE, 2012, before me personally appeared **SAYED SAQLAIN JAFFAR** and **FAHREEN SAYED JAFFAR**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Signature: [Handwritten Signature]

Sayed J

SSJ
FSJ

Print Name: SAYED SAQLAIN JAFFAR FAHREEN SAYED

Kathleen R. Poentis

JAFFAR

Notary Public, State of Hawaii

My commission expires: November 14, 2012

Document Identification or Description: Parking Stall Amendment of Keola La'i

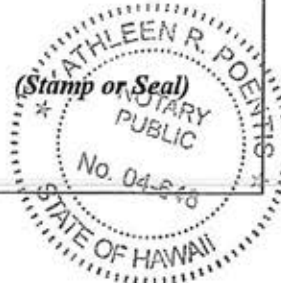
Declaration of Condominium Property Regime

Document Date: Undated at time of acknowledgment No. of Pages: 9

Name: Kathleen R. Poentis First Circuit

[Handwritten Signature] June 20, 2012
Notary Signature Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)



CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

[The remainder of this page is intentionally left blank.]

... [TYPE OR PRINT NAME OF MORTGAGEE OF RECORD]
(the "Apt. 810 Mortgage"), the mortgagee under that certain mortgage recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2010 - 132293, encumbering Apartment 810 in the Keola La'i condominium project, hereby consents to the foregoing Amendment to change the limited common element parking stall(s) assigned to Apartment 810.

Navy Federal Credit Union
[Type or print name of mortgagee]

By [Signature]
Woody Stevens
Its Assistant Treasurer

By _____
Its _____

"Apt. 810 Mortgage"

Commonwealth
STATE OF Virginia)
COUNTY OF Fairfax) SS

On this 2nd day of Virginia, 2012, before me personally appeared Woody Stevens and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity/ies shown, having been duly authorized to execute such instrument in such capacity/ies.

[Signature]
PJ Leary
[Print name] Commonwealth Virginia
Notary Public, State of _____
My commission expires: 2/28/2015

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES

DOCUMENT NO. Doc A-46590842
DATE - TIME October 3, 2012 8:02 AM

Return by Mail () Pickup (x) To:
A&B Properties, Inc.
822 Bishop Street
Honolulu, HI 96813
Attn: Suzanne McGuigan

Tax Map Key No. (1) 2-1-048-008

CPR Nos. 0308 & 0064

Total No. of Pages: 7

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 3rd day of October, 2012, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
STANISLAV PAPEZ, unmarried, whose address is 600 Queen Street, Apt. 3703, Honolulu, Hawaii 96813 (the "3703 Owner")	3703
A&B KAKAAKO LLC, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (the "1104 Owner")	1104

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved by the Owners of the Apartments affected.

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stalls T2129 and T2130 are hereby transferred from Apartment 1104 to Apartment 3703 and are hereby designated as limited common elements appurtenant to Apartment 3703.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.


THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]


IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

A&B KAKAAKO LLC,
a Hawaii limited liability company

By: A & B PROPERTIES, INC., a Hawaii
corporation
Its Manager

By 

RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By 

CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

(1104 Owner)

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

On this 1st day of October, 2012, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u> Notary Signature	<u>10/1/12</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 1st day of October, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>7</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
Notary Signature: <u><i>Cheryl A. Onishi</i></u>	Date: <u>10/11/12</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



St. P. U.

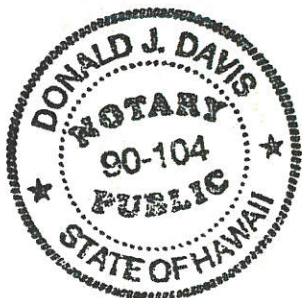
STANISLAV PAPEZ

"3703 Owner"

(3703 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

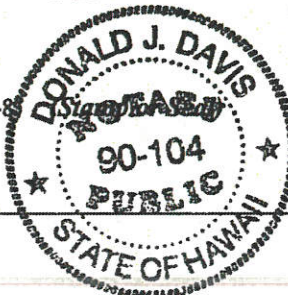
On this 2ND day of OCTOBER, 2017, before me personally appeared **STANISLAV PAPEZ**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Donald J. Davis*
Print Name: Donald J. Davis
Notary Public, State of Hawaii

My commission expires: 2-26-17

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>7</u>
Name: <u>Donald J. Davis</u>	<u>1ST</u> Circuit
Notary Signature: <u><i>Donald J. Davis</i></u>	Date: <u>10-2-17</u>
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	



NCAM

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

January 7, 2013 1:00 PM

Doc No(s) A-47550599



1 1/1 CGG
B-32192184

/s/ NICKI ANN THOMPSON
REGISTRAR

LAND COURT

REGULAR SYSTEM

After recordation, return by mail (X) pickup () to:

Darryl Taira
Claire Sakai Hazzard, as Trustee
1717 Mott-Smith Drive, #2202
Honolulu, Hawaii 96822

Affects TMK Nos. (1) 2-1-048-008 C.P.R. Nos. 0061 & 0278

Total Pages: 7

KEOLA LA'I
APARTMENT NOS. 1101 & 3309

**AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
"KEOLA LA'I" TO REFLECT CHANGES TO
PARKING STALL NO. 3021**

THIS AMENDMENT is made this 14th day of December, 2012, by and between CGO INVESTMENTS, LLC, a Hawaii limited liability company, the mailing and post office address of which is 928 Nuuanu Avenue, Suite 100, Honolulu, Hawaii 96817 (hereinafter called "CGO"), and CLAIRE SAKAI HAZZARD, as Trustee of the CLAIRE SAKAI HAZZARD 1997 TRUST, made by Claire Sakai Hazzard, as Settlor, an unrecorded Trust, with full power and authority to sell, convey, mortgage, lease, pledge or otherwise deal with and dispose of any of the lands or property or interests of the trust estate, the mailing and post office address of which is 1717 Mott-Smith Drive, #2202, Honolulu, Hawaii 96822 (hereinafter called "HAZZARD").

WITNESSETH:

WHEREAS, CGO, by Condominium Apartment Deed With Reservations and Conditions, dated January 11, 2008, recorded as aforesaid as Document No. 2008-031568, is the current owner of that certain Apartment No. 1101 (together with the undivided interest in the

common elements) in the "KEOLA LA'I" Condominium project (hereinafter called "Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded as Document No. 2005-217082, as amended (hereinafter called "Declaration"), and as delineated on Condominium Map No. 4101, as amended (hereinafter called "Condominium Map"); and

WHEREAS, HAZZARD, by Apartment Deed dated January 16, 2012, recorded as aforesaid as Document No. A-44020805, is the current owner of that certain Apartment No. 3309 (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, the parking stall designated by the number "3021" (hereinafter called "Parking Stall No. 3021") is assigned as a limited common element to Apartment No. 1101;

WHEREAS, CGO and HAZZARD desire to transfer Parking Stall No. 3021 from being assigned as a limited common element to Apartment No. 1101 to being assigned as a limited common element to Apartment No. 3309.

NOW, THEREFORE, the Declaration and those certain Condominium Apartment Deeds hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. 3021 shall be deleted and excluded from being assigned as a limited common element to Apartment No. 1101 and shall be added and assigned as a limited common element to Apartment No. 3309.

2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the Condominium Apartment Deeds hereinabove mentioned shall remain in full force and effect.

3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

This instrument may be executed in counterparts, each of which when executed irrespective of the date of its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed these presents on the day and year first above written.

CGO INVESTMENTS, LLC, a Hawaii limited liability company

x By: 
MEMBER EMI O. ANAMIZU

✓ By: 
MEMBER JAMES M. HORIUCHI

"CGO"

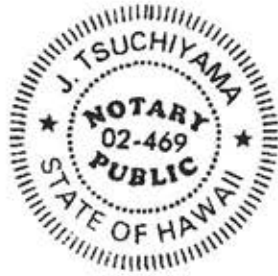


CLAIRE SAKAI HAZZARD, as Trustee aforesaid

"HAZZARD"

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

This 7 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated DECEMBER 14, 2012, was subscribed and sworn to before me this 12th day of DECEMBER, 2012, in the First Circuit of the State of Hawaii, by EMI O. ANAMIZU, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



J. Tsuchiyama

J. TSUCHIYAMA

(Print Name)
Notary Public, State of Hawaii
My commission expires: 9/22/14

Doc. Date: 12/14/12 # Pages: 7
Name: J TSUCHIYAMA First Circuit
Doc. Description: Amendment to Declaration of Condominium Property Regime of Keola La'i to reflect changes to parking stall NO. 3021
J. Tsuchiyama 12/12/12
Signature Date
NOTARY CERTIFICATION



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

This 7 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated DECEMBER 14, 2012, was subscribed and sworn to before me this 12th day of DECEMBER, 2012, in the First Circuit of the State of Hawaii, by JAMES M. HORIUCHI, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



J. Tsuchiyama

J. TSUCHIYAMA

(Print Name)
Notary Public, State of Hawaii
My commission expires: 9/22/14

Doc. Date: 12/14/12 # Pages: 7

Name: J. TSUCHIYAMA First Circuit

Doc. Description: Amendment to Declaration of Condominium Property Regime of "Keola La'I" to reflect changes to Parking Stall NO. 3021.

J. Tsuchiyama 12/12/12
Signature Date

NOTARY CERTIFICATION



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

This 7th page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated DECEMBER 14, 2012, was subscribed and sworn to before me this 10th day of DECEMBER, 2012, in the First Circuit of the State of Hawaii, by CLAIRE SAKAI HAZZARD, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C. Malia Vaimaona
C. Malia Vaimaona
(Print Name)
Notary Public, State of Hawaii
My commission expires: MAR 04 2016

C. Malia Vaimaona
Doc. No: 12-14-12 # Pages: 1
Notary Name: Malia Vaimaona Circuit 1st
Doc. Description: AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021
C. Malia Vaimaona 12-10-12
Notary Signature Date





STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

February 28, 2013 8:01 AM

Doc No(s) A-48070062



1 2/2 HKD
B-32220680

/s/ NICKI ANN THOMPSON
REGISTRAR

Return by Mail (✓) Pickup () To:

Wendy Medeiros, Etal.
482 Kulouou Rd.
Honolulu, HI 96821

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY, INC. AS
AN ACCOMMODATION ONLY IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR
AS TO ITS EFFECT UPON THE TITLE.

Tax Map Key No. (1) 2-1-048-008

CPR Nos. 0006 & 0064

Total No. of Pages: 10

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 22nd day of February, 2013, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
WENDY TAMIKO MEDEIROS and BRIAN KALANI MEDEIROS, Co-Trustees under that certain unrecorded Trust Agreement known as The Wendy Tamiko Medeiros Trust dated April 16, 2012, having all powers under said trust agreement, including full power to sell, convey, transfer, exchange, mortgage, or otherwise deal with and dispose of all lands of the trust estate and interests therein, and KERRI TSURUKO MIYAKE-NOGAWA, wife of Leland Nogawa, all of whose address is 600 Queen Street, Apt. 606, Honolulu, Hawaii 96813 (collectively, the "606 Owner")	606
DANIEL Y. YASUI, Trustee of the Daniel Y. Yasui Trust dated December 18, 2004, with power to grant, bargain, sell, convey, mortgage, encumber and hypothecate real and personal property, whose mailing address is 98-1910 J Kaahumanu Street, Pearl City, Hawaii 96782, and ESTHER S. UEDA, Trustee of the Esther S. Ueda Revocable Living Trust dated March 6, 1986, as amended, with power to grant, bargain, sell, convey, mortgage, encumber and hypothecate real and personal property, whose mailing address is 98-1784 B Kaahumanu Street, Pearl City, Hawaii 96782 (collectively, the "1104 Owner")	1104

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved by the Owners of the Apartments affected.

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

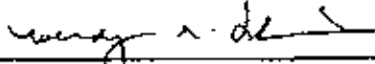
IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall 5004* is hereby transferred from Apartment 1104 to Apartment 606 and is hereby designated as a limited common element appurtenant to Apartment 606.

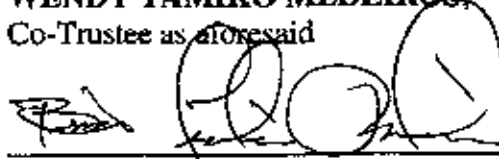
IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.



WENDY TAMIKO MEDEIROS,
Co-Trustee as aforesaid



BRIAN KALANI MEDEIROS,
Co-Trustee as aforesaid



KERRI TSURUKO MIYAKE-NOGAWA

"606 Owner"

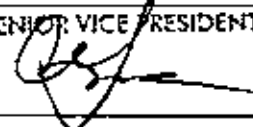
DANIEL Y. YASUI,
Trustee as aforesaid

By A&B Kakaako LLC,
a Hawaii limited liability company,
Attorney-in-Fact for said Trustee under
Parking Stall Agreement and Special Powers
of Attorney dated October 12, 2012,
recorded in the Bureau of Conveyances of
the State of Hawaii as Document Nos.
A-46610610A thru A-46610610B,

By A & B Properties, Inc.,
a Hawaii corporation,
Its Manager

By 

RICHARD B. STACK
Its SENIOR VICE PRESIDENT

By 

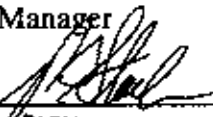
CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

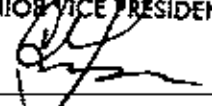
ESTHER S. UEDA,
Trustee as aforesaid

By A&B Kakaako LLC,
a Hawaii limited liability company,
Attorney-in-Fact for said Trustee under
Parking Stall Agreement and Special Powers
of Attorney dated October 12, 2012,
recorded in the Bureau of Conveyances of
the State of Hawaii as Document Nos.
A-46610610A thru A-46610610B,

By A & B Properties, Inc.,
a Hawaii corporation,
Its Manager

By 

RICHARD B. STAHR
Its SENIOR VICE PRESIDENT

By 


CHARLES W. LOOMIS
Its ASST. SECRETARY

"1104 Owner"

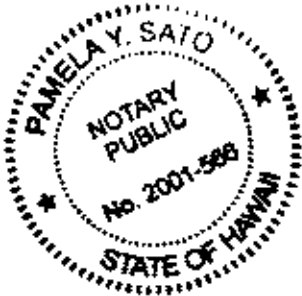
(606 Owner)

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


On this 22^d day of February, 2013, before me personally appeared WENDY TAMIKO MEDEIROS, Co-Trustee as aforesaid, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

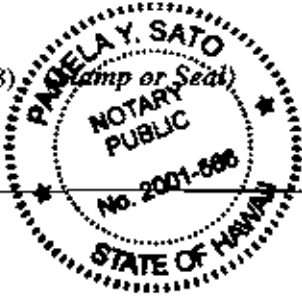
Signature: 
Print Name: _____
Notary Public, State of Hawaii

My commission expires: _____



PAMELA Y. SATO
Notary Public, State of Hawaii
My commission expires: July 15, 2015

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>Pamela Y. SATO</u>	<u>1st</u> Circuit
<u></u>	<u>2-22-13</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	

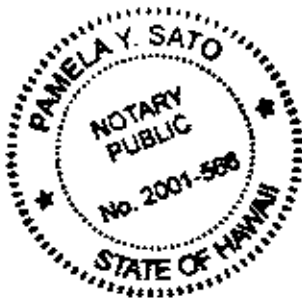


(606 Owner)

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

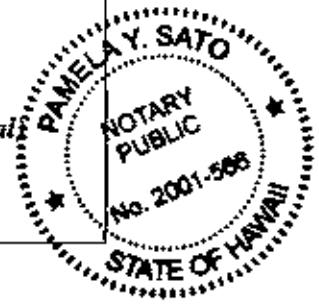
On this 22nd day of February, 2013, before me personally appeared BRIAN KALANI MEDEIROS, Co-Trustee as aforesaid, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: [Signature]
Print Name: _____
Notary Public, State of Hawaii
My commission expires: _____



PAMELA Y. SATO
Notary Public, State of Hawaii
My commission expires: July 15, 2015

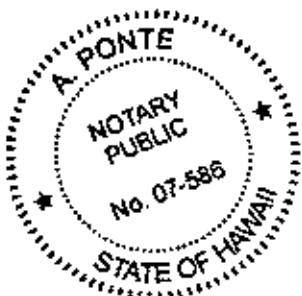
Document Identification or Description: <u>Parking Stall Amendment of Keoia La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>10</u>
Name: <u>PAMELA Y. SATO</u>	<u>1st</u> Circuit
Notary Signature: <u>[Signature]</u>	Date: <u>2-22-13</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(606 Owner)

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

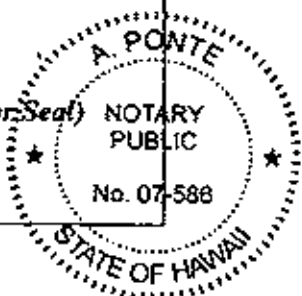
On this 20 day of February, 2013, before me personally appeared KERRI TSURUKO MIYAKE-NOGAWA, Co-Trustee as aforesaid, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: [Handwritten Signature]
Print Name: _____
Notary Public, State of Hawaii

My commission expires: _____
A. PONTE
Notary Public, State of Hawaii
My commission expires: November 18, 2015

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: _____	
Name: <u>A. Ponte</u>	<u>1st</u> Circuit
Notary Signature: <u>[Handwritten Signature]</u>	<u>2/20/13</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(1104 Owner)

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

On this 8th day of February, 2013, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u> Notary Signature	<u>2/8/13</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp of Seal)	



(1104 Owner)

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

On this 8th day of February, 2013, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii

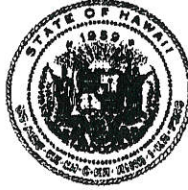
My commission expires: APR 17 2013

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u> Notary Signature	<u>2/8/13</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



70 AM

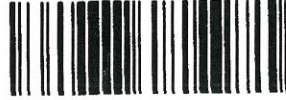
23



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

April 26, 2013 8:01 AM

Doc No(s) A-48640499



1 1/1 KEO
B-32255274

/s/ NICKI ANN THOMPSON
REGISTRAR

Return by mail[] pick-up[]

RS

Mr & Mrs Zachary Gershuni
600 Queen Street #1208
Honolulu, HI 96813

PREMIER TITLE

No. 1146
ACCOMMODATION RECORDING
NO TITLE LIABILITY

Total Pages: 4

Tax Map Key Nos.: (1) 2-1-04-008 HPR: 0303 and (1) 2-1-048-008 HRP: 0079

**PARKING STALL AMENDMENT OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

This Amendment dated April 25, 2013, is made by **Robert R. Tangonan and Sandra N. Tangonan**, as Trustees of the **Robert R. Tangonan & Sandra N. Tangonan Living Trust** dated **March 11, 1999**, whose address is 98-711 Keikialii Avenue, Aiea Hawaii 96701, hereinafter called the "Grantor", and **Zachary Noah Gershuni and Laura Unterman Gershuni**, husband and wife, whose address is 600 Queen Street #1208, Honolulu, HI 96813, hereinafter called the "Grantee",

I. Background.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082, as amended (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Original Land") and all improvements thereon to a condominium property regime known as "Keola La'i" (the Project) pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

JS
NP

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded as Document No. 2007-133460, dated July 30, 2007, recorded as Document No. 2007-136455, dated August 2, 2007, recorded as Document No. 2007-138212, dated November 14, 2007, recorded as Document No. 2007-200035, dated February 21, 2008, recorded as Document No. 2008-025429 and dated November 5, 2008, recorded as Document No. 2008-17523. The Original Declaration, as so

JS
NP

*and as shown on Condominium Map Nq, 4101,

23423\85330.1

amended, is hereafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the apartments affected (and their mortgagees, if the mortgagees so require).

4. The Grantor is, by Condominium Apartment Deed With Reservations and Conditions dated January 29, 2008, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-036269, the owner of Apartment No. 3607 in Keola La'i, and the owner of an exclusive easement for the use of Parking Stall No. 2157, appurtenant to Apartment No. 3607.

5. The Grantee is, by Condominium Apartment Deed With Reservations and Conditions dated February 4, 2008, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2008-040735, the owner of Apartment No. 1208 in Keola La'i.

6. The Grantor wishes to transfer the limited common element Parking Stall No. 2157 to Apartment No. 1208.

NOW, THEREFORE, the parties hereby amends the Declaration as follows:

II. Amendment.

For ten dollars and other valuable considerations received, Grantor does hereby grant, bargain, sell and convey unto the Grantee all of its right, title and interest in and to an exclusive easement for the use of Parking Stall No. 2157, together with all easements appurtenant to the parking space(s) as set forth in the Declaration, as amended.

The Declaration is hereby amended by designating Parking Stall No. 2157 from Apartment No. 3607 to Apartment No. 1208, and Apartment No. 1208 has an exclusive easement for the use of Parking Space No. 2157.

The Declaration, as previously amended, and as herein further amended, is hereby ratified and confirmed and shall continue in full force and effect.

The parties agree that this instrument may be executed in counterparts, each of which shall be an original, and together shall be one instrument. Duplicate unexecuted pages of the counterparts may be discarded and the remainder assembled as one document.

IN WITNESS WHEREOF, the parties have executed this instrument.

Robert R. Tangonan

Robert R. Tangonan, as Trustee of the
Robert R. Tangonan & Sandra N.
Tangonan Living Trust dated March 11,
1999

Sandra N. Tangonan

Sandra N. Tangonan, as Trustee of the
Robert Tangonan & Sandra N. Tangonan
Living Trust dated March 11, 1999

Grantor

State of Hawaii)
City and County of Honolulu) SS.

On April 23, 2013, before me personally appeared **Robert R. Tangonan and Sandra N. Tangonan**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Frances H. Goo

Type or print name: Frances H Goo
Notary Public, State of Hawaii
My commission expires: Sept 21, 2016

HAWAII NOTARY CERTIFICATION 1st Circuit
Doc. Date: April 25, 2013 # Pages: 4
Doc. Description: Parking Stall Amendment
Notary Signature:

Frances H. Goo 4/23/13
Type or print name: Frances H Goo Date



Zachary Noah Gershuni
Zachary Noah Gershuni

Laura Unterman Gershuni
Laura Unterman Gershuni

Grantee

State of Hawaii)
City and County of Honolulu) SS.

On April 25, 2013, before me personally appeared **Zachary Noah Gershuni and Laura Unterman Gershuni**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Frances H. Goo
Type or print name: Frances H Goo
Notary Public, State of Hawaii
My commission expires: Sept 21, 2016



HAWAII NOTARY CERTIFICATION 1st Circuit
Doc. Date: April 25, 2013 # Pages: 4
Doc. Description: Parking Stall Amendment
Notary Signature: Frances H. Goo
4/25/13
Type or print name: Frances H Goo Date



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE_ Doc A-49170872

DOCU June 18, 2013 8:02 AM

Return by Mail () Pickup (x) To:

A&B Properties, Inc.
822 Bishop Street
Honolulu, HI 96813
Attn: Suzanne McGuigan

Tax Map Key No. (1) 2-1-048-008

CPR Nos. 0031 & 0064

Total No. of Pages: 10

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this 13th day of June, 2013, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
ADRIAN MASAYUKI NOMURA , unmarried, whose address is 600 Queen Street, Apt. 807, Honolulu, Hawaii 96813 (the " 807 Owner ")	807
DANIEL Y. YASUI , Trustee of the Daniel Y. Yasui Trust dated December 18, 2004, with power to grant, bargain, sell, convey, mortgage, encumber and hypothecate real and personal property, whose mailing address is 98-1910 J Kaahumanu Street, Pearl City, Hawaii 96782, and ESTHER S. UEDA , Trustee of the Esther S. Ueda Revocable Living Trust dated March 6, 1986, as amended, with power to grant, bargain, sell, convey, mortgage, encumber and hypothecate real and personal property, whose mailing address is 98-1784 B Kaahumanu Street, Pearl City, Hawaii 96782 (collectively, the " 1104 Owner ")	1104

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original

Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved by the Owners of the Apartments affected.

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall 4144* is hereby transferred from Apartment 1104 to Apartment 807 and is hereby designated as a limited common element appurtenant to Apartment 807.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.




ADRIAN MASAYUKI NOMURA


“807 Owner”

DANIEL Y. YASUI,
Trustee as aforesaid

By A&B Kakaako LLC,
a Hawaii limited liability company,
Attorney-in-Fact for said Trustee under
Parking Stall Agreement and Special Powers
of Attorney dated October 12, 2012,
recorded in the Bureau of Conveyances of
the State of Hawaii as Document Nos.
A-46610610A thru A-46610610B,

By A & B Properties, Inc.,
a Hawaii corporation,
Its Manager

By 
Richard B. Stack
Its SENIOR VICE PRESIDENT


By 
CHARLES W. LOOMIS
Its ASST. SECRETARY

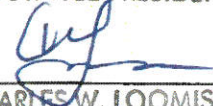
“1104 Owner”

ESTHER S. UEDA,
Trustee as aforesaid

By A&B Kakaako LLC,
a Hawaii limited liability company,
Attorney-in-Fact for said Trustee under
Parking Stall Agreement and Special Powers
of Attorney dated October 12, 2012,
recorded in the Bureau of Conveyances of
the State of Hawaii as Document Nos.
A-46610610A thru A-46610610B,

By A & B Properties, Inc.,
a Hawaii corporation,
Its Manager

By 
Richard B. Stock
Its SENIOR VICE PRESIDENT

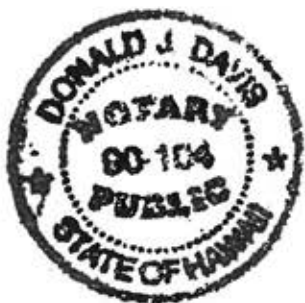
By 
CHARLES W. LOOMIS
Its ASST. SECRETARY

“1104 Owner”

(807 Owner)

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

On this 23RD day of May, 2013, before me personally appeared ADRIAN MASAYUKI NOMURA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Donald J. Davis*
Print Name: DONALD J. DAVIS
Notary Public, State of Hawaii

My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>8 1st pp</u>	
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: <u><i>Donald J. Davis</i></u>	Date: <u>5.23.13.</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(1104 Owner)


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

On this 13th day of June, 2015, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Suzanne K. McGuigan
Print Name: SUZANNE K. MCGUIGAN
Notary Public, State of Hawaii

My commission expires: 2/18/2017

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>SUZANNE K. MCGUIGAN</u>	<u>Notary</u>
<u>Suzanne K. McGuigan</u> Notary Signature	<u>6/13/15</u> Date
	
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	

(1104 Owner)


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

On this 13th day of June, 2012, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Suzanne K. McGuigan
Print Name: SUZANNE K. MCGUIGAN
Notary Public, State of Hawaii

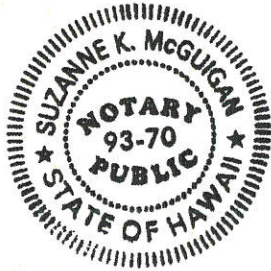
My commission expires: 2/18/2017

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>10</u>	
Name: <u>SUZANNE K. MCGUIGAN</u>	<u>first</u> Circle
Notary Signature: <u>Suzanne K. McGuigan</u>	Date: <u>6/13/12</u>
	
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	

(1104 Owner)

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

On this 13th day of June, 2013, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Suzanne K. McGuigan
Print Name: SUZANNE K. MCGUIGAN
Notary Public, State of Hawaii

My commission expires: 2/18/2017

Document Identification or Description: Parking Stall Amendment of Keola La'i

Declaration of Condominium Property Regime

Document Date: Undated at time of acknowledgment No. of Pages: _____

Name: SUZANNE K. MCGUIGAN

Notary Signature: Suzanne K. McGuigan Date: 6/13/13



NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)

(1104 Owner)

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

On this 13th day of June, 2013, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Suzanne K. McGuigan
Print Name: SUZANNE K. MCGUIGAN
Notary Public, State of Hawaii

My commission expires: 2/18/2017

Document Identification or Description: Parking Stall Amendment of Keola La'i

Declaration of Condominium Property Regime

Document Date: Undated at time of acknowledgment No. of Pages: 10

Name: SUZANNE K. MCGUIGAN

Notary

City:

Notary Signature

Date

6/13/13



NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)

Handwritten signature

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

September 23, 2013 8:02 AM
Doc No(s) A-50140931



1 1/1 KHD
B-32343513

/s/ NICKI ANN THOMPSON
REGISTRAR

Return by Mail () Pickup () To:

A & B Properties, Inc.
822 Bishop St.
Honolulu, HI. 96813
Attn: S. McGuigan

Tax Map Key No. (1) 2-1-046-008

CPR Nos. 0175 & 0064

Total No. of Pages: 9

**PARKING STALL AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS AMENDMENT (this "Amendment") is made effective this ____ day of _____, 20__, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
DANIEL Y. YASUI, Trustee of the Daniel Y. Yasui Trust dated December 18, 2004, with power to grant, bargain, sell, convey, mortgage, encumber and hypothecate real and personal property, whose mailing address is 98-1910 J Kaahumanu Street, Pearl City, Hawaii 96782, and ESTHER S. UEDA, Trustee of the Esther S. Ueda Revocable Living Trust dated March 6, 1986, as amended, with power to grant, bargain, sell, convey, mortgage, encumber and hypothecate real and personal property, whose mailing address is 98-1784 B Kaahumanu Street, Pearl City, Hawaii 96782 (collectively, the "1104 Owner")	1104
ISKANDAR P. RABEENDRAN and MONIQUE CHYBA, husband and wife, both of whose address is 600 Queen Street, Apt. 2207, Honolulu, Hawaii 96813 (the "2207 Owner")	2207

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau")

as Document No. 2005-217082 (the "Original Declaration"), together with Condominium Map No. 4101 filed in the Bureau, A&B Kakaako LLC submitted the land described in the Original Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. The Original Declaration was amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, dated July 30, 2007, recorded in the Bureau as Document No. 2007-136455, dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212, dated November 14, 2007, recorded in the Bureau as Document No. 2007-200035, and dated February 21, 2008, recorded in the Bureau as Document No. 2008-025429 (the "February 21, 2008, Amendment"). The Original Declaration, as so amended and as the same may have been further amended, is hereinafter called the "Declaration". Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved by the Owners of the Apartments affected.

4. Exhibit "C" attached to the February 21, 2008, Amendment shows the assignments of limited common element parking stalls as of February 21, 2008. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stalls from and to the following Apartments:

1. Parking stall C5001* is hereby transferred from Apartment 1104 to Apartment 2207 and is hereby designated as a limited common element appurtenant to Apartment 2207.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.

DANIEL Y. YASUI,
Trustee as aforesaid

By A&B Kakaako LLC,
a Hawaii limited liability company,
Attorney-in-Fact for said Trustee under
Parking Stall Agreement and Special Powers
of Attorney dated October 12, 2012,
recorded in the Bureau of Conveyances of
the State of Hawaii as Document Nos.
A-46610610A thru A-46610610B,

By A & B Properties, Inc.,
a Hawaii corporation,
Its Manager

By 
Richard B. Stack
Its SENIOR VICE PRESIDENT ✓

By 
ALYSON J. NAKAMURA
Its SECRETARY ✓

"1104 Owner"

ESTHER S. UEDA,
Trustee as aforesaid

By A&B Kakaako LLC,
a Hawaii limited liability company,
Attorney-in-Fact for said Trustee under
Parking Stall Agreement and Special Powers
of Attorney dated October 12, 2012,
recorded in the Bureau of Conveyances of
the State of Hawaii as Document Nos.
A-46610610A thru A-46610610B,

By A & B Properties, Inc.,
a Hawaii corporation,
Its Manager

By 

Richard B. Stack
Its **SENIOR VICE PRESIDENT** ✓

By 

AIYSON U. NAKAMURA
Its **SECRETARY** ✓

"1104 Owner"



ISKANDAR P. RABEENDRAN



MONIQUE CHYBA

“2207 Owner”

(1104 Owner)

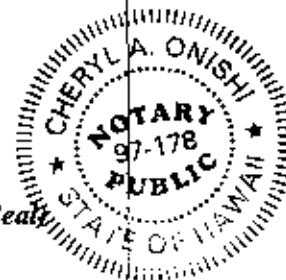
STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this 20th day of September, 2013, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii
My commission expires: APR 17 2017

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
<u>Declaration of Condominium Property Regime</u>	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u> Notary Signature	<u>9/20/13</u> Date
<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8) <i>(Stamp or Seal)</i>	



(1104 Owner)

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 20th day of September, 20 , before me personally appeared ALYSON J. NAKAMURA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii
My commission expires: APR 17 2017

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>CHERYL A. ONISHI</u>	<u>First</u> Circuit
<u><i>Cheryl A. Onishi</i></u> Notary Signature	<u>9/20/13</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	



(2207 Owner)

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

On this 16th day of September, 2013, before me personally appeared ISKANDAR P. RABEENDRAN, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Signature: *Donald J. Davis*
Print Name: Donald J. Davis
Notary Public, State of Hawaii
My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>Donald J. Davis</u>	<u>1st</u> Circuit
Notary Signature: <u><i>Donald J. Davis</i></u>	Date: <u>9-16-13</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



(2207 Owner)

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

On this 18th day of September, 2013, before me personally appeared MONIQUE CHYBA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Signature: *Monique Chyba*
Print Name: MONIQUE J. CHYBA
Notary Public, State of Hawaii
My commission expires: 2-26-14

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of acknowledgment</u> No. of Pages: <u>9</u>	
Name: <u>DONALD J. DAVIS</u>	<u>15th</u> Circuit
Notary Signature: <u><i>Donald J. Davis</i></u>	Date: <u>9-18-13</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	



col Ann
6



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

April 25, 2014 3:28 PM

Doc No(s) A-52280627



1 1/1 SKG
B-32453040

/s/ NICKI ANN THOMPSON
REGISTRAR

LAND COURT

REGULAR SYSTEM

After recordation, return by mail (X) pickup () to:

Chong and Yuanyuan Gu
600 Queen Street, #706
Honolulu, Hawaii 96813

Affects TMK Nos. (1) 2-1-048-008 C.P.R. Nos. 0278 & 0018

Total Pages: 9

KEOLA LA'I
APARTMENT NOS. 3309 & 706

**AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
"KEOLA LA'I" TO REFLECT CHANGES TO
PARKING STALL NO. 3021**

THIS AMENDMENT is made this 25th day of April, 2014, by and between BRIAN T. TAMASHIRO, Trustee of the Brian T. Tamashiro Trust dated November 3, 2011, having all powers under said trust agreement, including full power to sell, convey, exchange, mortgage, lease, assign, or otherwise deal with and dispose of all lands of the trust estate and interests therein, and NANCY K. TAMASHIRO, Trustee of the Nancy K. Tamashiro Trust dated November 3, 2011, having all powers under said trust agreement, including full power to sell, convey, exchange, mortgage, lease, assign, or otherwise deal with and dispose of all lands of the trust estate and interests therein, both of whose mailing and post office address of which is 600 Queen Street, #3309, Honolulu, Hawaii 96813-5187 (hereinafter collectively called "TAMASHIRO"), and CHONG GU and YUANYUAN GU, husband and wife, both of whose mailing and post office address of which is 600 Queen Street, #706, Honolulu, Hawaii 968813 (hereinafter collectively called "GU").

WITNESSETH:

WHEREAS, TAMASHIRO, by Apartment Deed, dated October 3, 2013, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50300381, is the current owner of that certain Apartment No. 3309 (together with the undivided interest in the common elements) in the "KEOLA LA'I" Condominium project (hereinafter called "Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded as Document No. 2005-217082, as amended, including but not limited to that certain Amendment to Declaration of Condominium Property Regime of "Keola La'i" to Reflect Changes to Parking Stall No. 3021, dated December 14, 2012, recorded as aforesaid as Document No. A-47550599, whereby Parking Stall No. 3021 was assigned as a limited common element from Apartment No. 1101 to Apartment No. 3309 (hereinafter collectively called "Declaration"), and as delineated on Condominium Map No. 4101, as amended (hereinafter collectively called "Condominium Map"); and

WHEREAS, GU, by Condominium Apartment Deed With Reservations and Conditions, dated January 11, 2008, recorded as aforesaid as Document No. 2008-026666, is the current owner of that certain Apartment No. 706 (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, the parking stall designated by the number "3021" (hereinafter called "Parking Stall No. 3021") is assigned as a limited common element to Apartment No. 3309; and

WHEREAS, TAMASHIRO and GU desire to transfer Parking Stall No. 3021 from being assigned as a limited common element to Apartment No. 3309 to being assigned as a limited common element to Apartment No. 706.

NOW, THEREFORE, the Declaration and that certain Apartment Deed and Condominium Apartment Deed With Reservations and Conditions hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. 3021 shall be deleted and excluded from being assigned as a limited common element to Apartment No. 3309 and shall be added and assigned as a limited common element to Apartment No. 706.
2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the Condominium Apartment Deeds hereinabove mentioned shall remain in full force and effect.


3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

This instrument may be executed in counterparts, each of which when executed irrespective of the date of its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument.

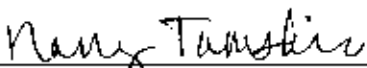
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed these presents on the day and year first above written.

BRIAN T. TAMASHIRO TRUST DATED
NOVEMBER 3, 2011

By: 
Brian T. Tamashiro
Its Trustee

NANCY K. TAMASHIRO TRUST DATED
NOVEMBER 3, 2011

By: 
Nancy K. Tamashiro
Its Trustee

“TAMASHIRO”

Chong Gu

CHONG GU

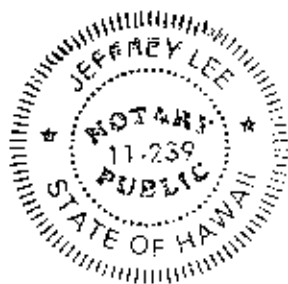
Yuan Yuan Gu

YUANYUAN GU

"GU"

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

This 9 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated undated, 2014, was subscribed and sworn to before me this 17 day of April, 2014, in the First Circuit of the State of Hawaii, by BRIAN T. TAMASHIRO, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



A handwritten signature in black ink, appearing to be "J Lee", written over a horizontal line.

(Print Name)

Notary Public, State of Hawaii

JEFFREY LEE

My commission expires: Expiration Date: July 31, 2015

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

This 9 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated undated, 2014, was subscribed and sworn to before me this 17 day of April, 2014, in the First Circuit of the State of Hawaii, by NANCY K. TAMASHIRO, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



A handwritten signature in black ink, appearing to read "J Lee", written over a horizontal line.

(Print Name)
Notary Public, State of Hawaii
JEFFREY LEE
My commission expires: Expiration Date: July 31, 2015

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

This 9 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated undated, 2014, was subscribed and sworn to before me this 25th day of April, 2014, in the First Circuit of the State of Hawaii, by CHONG GU, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Lucy T. Brink

Lucy T. Brink

(Print Name)
Notary Public, State of Hawaii

My commission expires: LUCY T. BRINK
My commission expires: 09/16/2015

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

This 9 page AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KEOLA LA'I" TO REFLECT CHANGES TO PARKING STALL NO. 3021, dated undated, 2014, was subscribed and sworn to before me this 25th day of April, 2014, in the First Circuit of the State of Hawaii, by YUANYUAN GU, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Lucy T. Brink

lucy T. BRINK

(Print Name)
Notary Public, State of Hawaii

My commission expires: _____
LUCY T. BRINK
My commission expires: 09/16/2015

21 Am
9M Con



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

February 19, 2015 10:45 AM
Doc No(s) A-55280864A thru A-55280864B



for NICKI ANN THOMPSON
REGISTRAR

1 1/1 LGG
B-32589008

W/m

Return by Mail (X) Pickup () To:

Wesley & Beverly Kitajima
1189 Waimanu Street, Apt 1301
Honolulu, HI 96814

Tax Map Key No. (1)2-1-048-008 CPR Nos. 0048 & 0142
Total No. of Pages: _

PARKING STALL AMENDMENT
OF KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME

THIS AMENDMENT (this "Amendment") is made effective this 18th day of February, 2015, by the following owners (the "Affected Owners") of the following apartments in the Keola La'i condominium project:

NAMES AND ADDRESSES OF AFFECTED APARTMENT OWNERS	APT. NO.
WESLEY KAZUHIKO KITAJIMA and BEVERLY AULANI ZANE-KITAJIMA, husband and wife, both of whose address is 1189 Waimanu Street, Apt 1301, Honolulu, Hawaii, 96814 (the "1907 Owner")	1907
WESLEY BOON SUN LEONG and TRACY UYEHARA LEONG, husband and wife, as tenants by the entirety, both of whose address is 1404 Makamua Street, Pearl City, Hawaii 96782 (the "912 Owner")	912

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082, as amended from time to time (the "Declaration"), together with Condominium Map No. 4101 also filed in the Bureau, as amended from time to time, A&B Kakaako LLC submitted the land described in the Declaration and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of Chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

3. Paragraph 9 of the Declaration provides (among other things) that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require).

4. The Affected Owners identified above are the current owners of the Apartments shown in the column next to their respective names. The Affected Owners wish to amend the Declaration to transfer parking stalls to and/or from their respective Apartments as set forth in section II below.

II. AMENDMENT.

IN ACCORDANCE WITH the requirements of Paragraph 9 of the Declaration, the Declaration is hereby amended to transfer the following limited common element parking stall from and to the following Apartments:

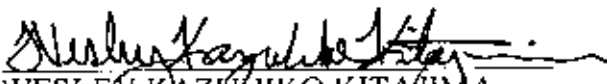
1. Parking stall A3053 is hereby transferred from Apartment 1907 to Apartment 912 and is hereby designated as a limited common element appurtenant to Apartment 912.

IN ALL OTHER RESPECTS the Declaration remains unchanged and is hereby ratified and confirmed and remains in full force and effect.

THIS AMENDMENT may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Affected Owners have executed this Amendment effective as of the day and year first above written.


WESLEY KAZUHIKO KITAJIMA


BEVERLY AULANI ZANE-KITAJIMA

"1907 Owner"

(1907 Owner)

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

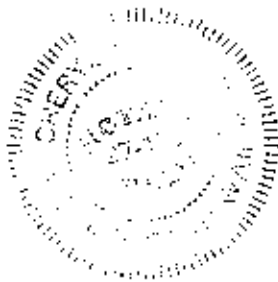
On this 18th day of February, 2015, before me personally appeared WESLEY KAZUHIKO KITAJIMA and BEVERLY AULANI ZANE-KITAJIMA, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Ceryl A. Onishi

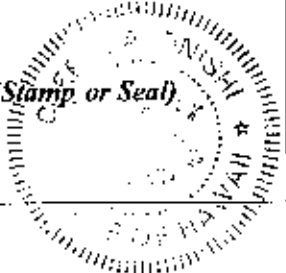
CERYL A. ONISHI

Notary Public, State of Hawaii

My commission expires: APR 17 2017



Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>Undated at time of notarization</u>	No. of Pages: <u>9</u>
Name: <u>CERYL A. ONISHI</u>	<u>FIRST</u> Circuit
<i>Ceryl A. Onishi</i>	<u>2/18/15</u>
Notary Signature	Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	




WESLEY BOON SUN LEONG


TRACY UYEHARA LEONG

"912 Owner"

(912 Owner)

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

On this 13 day of FEBRUARY, 2015, before me personally WESLEY BOON SUN LEONG and TRACY UYEHARA LEONG, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Permona P Escano
Permona P Escano
Notary Public, State of Hawaii

LS

My commission expires: OCT 22, 2018

Document Identification or Description: <u>Parking Stall Amendment of Keola La'i</u>	
Declaration of Condominium Property Regime	
Document Date: <u>UNDATED AT TIME OF NOTARIZATION</u>	No. of Pages: <u>9</u>
Name: <u>PERMONA P ESCANO</u>	<u>PLAKK</u> Circuit
Notary Signature: <u>Permona P Escano</u>	Date: <u>02-13-15</u>
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8) (Stamp or Seal)	

CONSENT(S) OF MORTGAGEE(S)

Each mortgagee identified below is the holder of the mortgage identified with the mortgagee and encumbering the apartment identified with the mortgage. Each identified mortgagee hereby consents to the foregoing Amendment to the extent, but only to the extent, that the Amendment changes one or more of the limited common element parking stalls assigned to the apartment encumbered by said mortgagee's mortgage.

[The remainder of this page is intentionally left blank.]

2/2/15



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

September 01, 2015 10:45 AM

Doc No(s) A-57220915



/s/ NICKI ANN THOMPSON
REGISTRAR

1 1/1 SKC

B-32684544

AFTER RECORDATION, RETURN BY MAIL (XX) PICK-UP ()

Mr. Glenn Omai
95-1076 Inana Street
Mililani, HI 96789

This document contains 4 pages

TITLE OF DOCUMENT:

**PARKING STALL AMENDMENT TO
KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME**

PARTIES TO DOCUMENT:

STANISLAV PAPEZ, as Trustee of the Stanislav Papez Revocable Living Trust Agreement
Dated December 20, 2013
600 Queen Street, Apartment 3703
Honolulu, Hawaii 96813

GLENN SADAO OMAI and **STEPHANIE TOMIKO OMAI**, husband and wife
95-1076 Inana Street
Mililani, Hawaii 96789

Tax Map Key Nos: (1) 2-1-048-008 CPR 0241 and CPR 0308

"KEOLA LA'I" Condominium Project
600 Queen Street
Honolulu, Hawaii 96813

**PARKING STALL AMENDMENT TO
KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME**

THIS PARKING STALL AMENDMENT ("Amendment") is made and executed as of the 29th day of August, 2015, by STANISLAV PAPEZ, as Trustee of the Stanislav Papez Revocable Living Trust Agreement Dated December 20, 2013, whose mailing and post office address is 600 Queen Street, Apartment 3703, Honolulu, Hawaii 96813 (the "Apt 3703 Owner"), and GLENN SADAO OMAI and STEPHANIE TOMIKO OMAI, husband and wife, whose mailing and post office address is 95-1076 Inana Street, Mililani, Hawaii 96789 (collectively, the "Apt 2908 Owner");

Recitals:

A. Apt 3703 Owner is the owner of Apartment 3703, and Apt 2908 Owner is the owner of Apartment 2908, of the condominium project known as "KEOLA LA'I" (the "Project") located at 600 Queen Street, Honolulu, Hawaii 96813. The Project was created pursuant to that certain Keola La'i Declaration of Condominium Property Regime, dated October 21, 2005, recorded as Document No 2005-217082 in the Bureau of Conveyances of the State of Hawaii, as amended, and is depicted on Condominium Map No 4101, as amended, filed in the aforesaid Bureau of Conveyances. (Said Keola La'i Declaration of Condominium Property Regime, with all amendments, is hereinafter referred to as the "Declaration", and said Condominium Map No. 4101, with all amendments, is hereinafter referred to as the "Map").

B. Apt 3703 Owner and Apt 2908 Owner have entered into a written agreement of even date herewith, under the terms of which Apt 3703 Owner has agreed to assign and transfer to Apt 2908 Owner those certain parking stalls in the Project appurtenant to Apartment 3703 of the Project known as Parking Stalls T2129 and T2130, which are more particularly described in the Declaration and depicted on the Map. Apt 3703 Owner's rights to said Parking Stalls T2129 and T2130 are evidenced by that certain Parking Stall Amendment to the Declaration, dated October 3, 2012, recorded as Document No. A-46590942 in the aforesaid Bureau of Conveyances.

C. Paragraph 9 of the Declaration provides, among other things, that owners of apartments in the Project shall have the right to change the designation of parking stalls which are appurtenant to their respective apartments pursuant to an amendment of the Declaration signed and approved by said owners and recorded in the aforesaid Bureau of Conveyances.

Amendment:

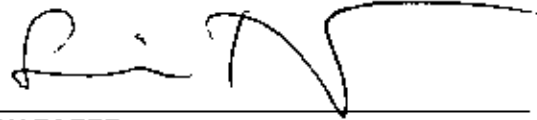
In accordance with the terms and provisions of Paragraph 9 of the Declaration, the Declaration is hereby amended as follows:

1. Parking Stalls T2129 and T2130 shall be set forth, together with Parking Stalls 1001 and 1002, as "Assigned Parking Stalls" appurtenant to Apartment 2908 of the Project in Exhibit "C" to the Declaration.

2. Parking Stalls T2129 and T2130 shall be deleted as appurtenances to Apartment 3703 of the Project wherever referenced in that manner in the Declaration.

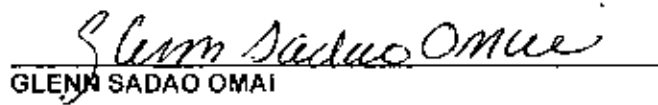
Except as specifically set forth in this Amendment, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.



STANISLAV PAPEZ

"Apt 3703 Owner"



GLENN SADA OMAI



STEPHANIE TOMIKO OMAI

"Apt 2908 Owner"

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

On this 24th day of August, 2015, before me personally appeared STANISLAV PAPEZ, to me known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Aaron Clevenger
Aaron Koichi Clevenger
(Print or Type Name)
Notary Public, State of Hawaii

My commission expires: **MAR 15 2017**

Doc. Description: Parking Stall
Amendment
Doc. Date: Undated No. Pages: 4
Aaron Clevenger 1st
Notary Printed Name Jud. Circuit
Aaron Koichi Clevenger



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

On this 24th day of August, 2015, before me personally appeared GLENN SADA OMAI and STEPHANIE TOMIKO OMAI, to me known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons.



Aaron Clevenger
Aaron Koichi Clevenger
(Print or Type Name)
Notary Public, State of Hawaii

My commission expires: **MAR 15 2017**

Doc. Description: Parking Stall
Amendment
Doc. Date: Undated No. Pages: 4
Aaron Clevenger 1st
Notary Printed Name Jud. Circuit
Aaron Koichi Clevenger



31AM



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

September 30, 2016 8:01 AM

Doc No(s) A-61170519



1 1/1 OFC
B-32875333

/s/ LESLIE T. KOBATA
ACTING REGISTRAR

me

LAND COURT REGULAR SYSTEM

After recordation, return by mail pickup () to:

Eunice A. Tom, Trustee 421 Olohana Street, #2303 Honolulu, Hawaii 96815	TG: 201636693 A TGE: 21016080815 Ann Oshiro
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Affects TMK Nos. (1) 2-1-048-008 C.P.R. Nos. 0260 & 0100 Total Pages: 1

KEOLA LA'I
APARTMENT NOS. 3109 & 1507

AMENDMENT OF KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
TO REFLECT CHANGES TO PARKING STALL NO. C3011

THIS AMENDMENT is made this _____ day of SEP 23 2016, 2016, by and between **KANSHIRO TACHIBANA and HISAYO TACHIBANA, husband and wife**, both of whose mailing and post office address of which is 1296 Kapiolani Boulevard, #4605, Honolulu, Hawaii 96814 (hereinafter collectively called "TACHIBANA"), and **EUNICE A. TOM, Trustee of the Survivor's Trust, created under the David L. and Eunice A. Tom Living Trust, dated July 24, 2009, as to an undivided fifty percent (50%) interest, and EUNICE A. TOM, Trustee of the Bypass Trust, created under the David L. and Eunice A. Tom Living Trust, dated July 24, 2009, as to an undivided fifty percent (50%) interest**, with full powers to sell, convey, mortgage, lease, etc., whose address is 421 Olohana Street, #2303, Honolulu, Hawaii 96815 (hereinafter collectively called "TOM").

WITNESSETH:

WHEREAS, TACHIBANA, by Condominium Apartment Deed With Reservations and Conditions, dated January 11, 2008, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau"), as Document No. 2008-026908, is the current owner of that certain **Apartment No. 3109** (together with the undivided interest in the common elements) in the "KEOLA

LAI" Condominium project (hereinafter called "Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded in said Bureau as Document No. 2005-217082, as amended (hereinafter called "Declaration") (capitalized terms not defined herein shall have the meanings given to such terms in the Declaration), and as delineated on Condominium Map No. 4101 and any amendments thereto (hereinafter called "Condominium Map"); and

WHEREAS, TOM, by Exchange Warranty Apartment Deed (Subject to "As Is" Condition), dated SEP 19 2016, 2016, recorded in said Bureau as Document No. A-61140900, is the current owner of that certain **Apartment No. 1507** (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, the parking stall designated by the number "C3011" (hereinafter called "**Parking Stall No. C3011**") is designated as a limited common element appurtenant to Apartment No. 3109; and

WHEREAS, Section 9 of the Declaration provides, among other things, that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require); and

WHEREAS, TACHIBANA and TOM desire to transfer Parking Stall No. C3011 from being designated as a limited common element appurtenant to Apartment No. 3109 to being designated as a limited common element appurtenant to Apartment No. 1507.

NOW, THEREFORE, the Declaration, the Condominium Apartment Deed With Reservations and Conditions, and the Exchange Warranty Apartment Deed (Subject to "As Is" Condition) hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. C3011 shall be deleted and excluded from being designated as a limited common element appurtenant to Apartment No. 3109 and shall be transferred to and added and designated as a limited common element appurtenant to Apartment No. 1507.

2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the Condominium Apartment Deed With Reservations and Conditions and the Exchange Warranty Apartment Deed (Subject to "As Is" Condition) hereinabove mentioned shall remain in full force and effect.

3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

SURVIVOR'S TRUST, CREATED UNDER THE
DAVID L. AND EUNICE A. TOM LIVING TRUST,
DATED JULY 24, 2009

By Eunice A. Tom
Eunice A. Tom
Its Trustee

BYPASS TRUST, CREATED UNDER THE
DAVID L. AND EUNICE A. TOM LIVING TRUST,
DATED JULY 24, 2009

By Eunice A. Tom
Eunice A. Tom
Its Trustee

"TOM"

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

This 1 page AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3011, dated SEP 23 2016, 2016, was subscribed and sworn to before me this _____ day of SEP 23 2016, 2016, in the First Circuit of the State of Hawaii, by **KANSHIRO TACHIBANA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



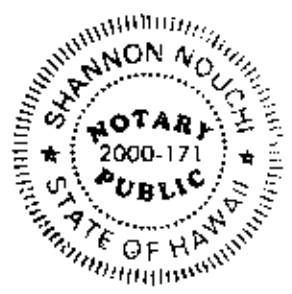
SHANNON NOUCHI
Expiration Date: April 16, 2020

(Print Name)
Notary Public, State of Hawaii

My commission expires: _____

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

This 7 page AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3011, dated SEP 23 2016, 2016, was subscribed and sworn to before me this _____ day of SEP 23 2016, 2016, in the First Circuit of the State of Hawaii, by **HISAYO TACHIBANA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Shannon Nouchi


SHANNON NOUCHI
Expiration Date: April 16, 2020

(Print Name)
Notary Public, State of Hawaii

My commission expires: _____

STATE OF NEW YORK)
)
COUNTY OF Bronx) SS.

On this 19th day of September, 2016, before me personally appeared **EUNICE A. TOM**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Shoshana M. Schwartz

(Print Name)

Notary Public, State of New York

My commission expires: 9/19/18

Shoshana M. Schwartz
Notary Public
State of New York
No. 028C6018951
Qualified in Bronx County
Commission Expires July 27, 2018

01AM



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

February 22, 2017 8:01 AM

Doc No(s) A-62620009



1 1/1 OFC
B-32950903

/s/ LESLIE T. KDBATA
REGISTRAR

LAND COURT

REGULAR SYSTEM

After recordation, return by mail (✓) pickup () to:

Kenji Marcel Price
600 Queen St #612
Honolulu HI 96813

TG: 201701951 - A R/S
TGE: 17089790
Ann Oshiro

Affects TMK Nos. (1) 2-1-048-008 C.P.R. Nos. 0260 & 0012
KEOLA LA'I
APARTMENT NOS. 3109 & 612

Total Pages: 7

AMENDMENT OF KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
TO REFLECT CHANGES TO PARKING STALL NO. C3010

THIS AMENDMENT is made this _____ day of FEB 17 2017, 2017, by and between **KANSHIRO TACHIBANA and HISAYO TACHIBANA, husband and wife**, both of whose mailing and post office address of which is 1296 Kapiolani Boulevard, #4605, Honolulu, Hawaii 96814 (hereinafter collectively called "TACHIBANA"), and **KENJI MARCEL PRICE, single**, whose mailing and post office address of which is 600 Queen Street, #612, Honolulu, Hawaii 96813 (hereinafter called "PRICE").

WITNESSETH:

WHEREAS, TACHIBANA, by Condominium Apartment Deed With Reservations and Conditions, dated January 11, 2008, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau"), as Document No. 2008-026908, is the current owner of that certain **Apartment No. 3109** (together with the undivided interest in the common elements) in the "KEOLA LA'I" Condominium project (hereinafter called "Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded in said Bureau as Document No. 2005-217082, as amended (hereinafter called "Declaration") (capitalized terms not defined herein shall have the meanings given to such terms in the Declaration), and as

delineated on Condominium Map No. 4101 and any amendments thereto (hereinafter called "Condominium Map"); and

WHEREAS, PRICE, by Warranty Deed, dated September 15, 2016, recorded in said Bureau as Document No. A-61090346, is the current owner of that certain **Apartment No. 612** (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, the parking stall designated by the number "C3010" (hereinafter called "**Parking Stall No. C3010**") is designated as a limited common element appurtenant to Apartment No. 3109; and

WHEREAS, Section 9 of the Declaration provides, among other things, that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require); and

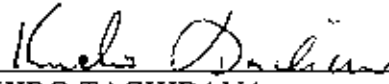
WHEREAS, TACHIBANA and PRICE desire to transfer Parking Stall No. C3010 from being designated as a limited common element appurtenant to Apartment No. 3109 to being designated as a limited common element appurtenant to Apartment No. 612.


NOW, THEREFORE, the Declaration, the Condominium Apartment Deed With Reservations and Conditions, and the Warranty Deed hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. C3010 shall be deleted and excluded from being designated as a limited common element appurtenant to Apartment No. 3109 and shall be transferred to and added and designated as a limited common element appurtenant to Apartment No. 612.
2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the Condominium Apartment Deed With Reservations and Conditions and the Warranty Deed hereinabove mentioned shall remain in full force and effect.
3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

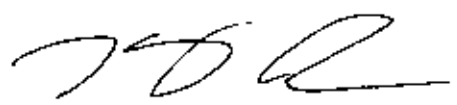
This instrument may be executed in counterparts, each of which when executed irrespective of the date of its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed these presents on the day and year first above written.


KANSHIRO TACHIBANA


HISAYO TACHIBANA

“TACHIBANA”

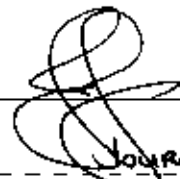


KENJI MARCEL PRICE

"PRICE"

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


This 7 page **AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3010**, dated FEB. 16, 2017, 2017, was subscribed and sworn to before me this 16th day of FEBRUARY, 2017, in the First Circuit of the State of Hawaii, by **KANSHIRO TACHIBANA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Jourdan OKADA

(Print Name)
Notary Public, State of Hawaii

My commission expires: 7.18.20

NOTARY PUBLIC CERTIFICATION
Jourdan Okada Vice: Judicial Circuit
Doc Description: AMENDMENT OF KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
TO REFLECT CHANGES TO PARKING STALL NO C3010
No. of Pages: 07 Date of Doc: 2/16/17
 Date: 2/16/17



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

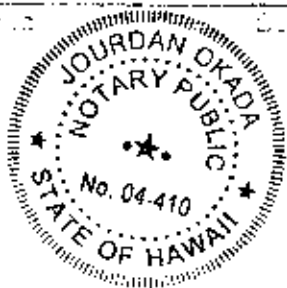
This 7 page **AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3010**, dated FEBRUARY 16, 2017, was subscribed and sworn to before me this 16th day of FEBRUARY, 2017, in the First Circuit of the State of Hawaii, by **HISAYO TACHIBANA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



(Print Name)
Notary Public, State of Hawaii

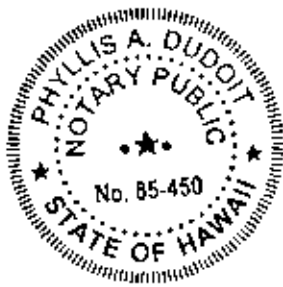
My commission expires: 7-18-20

NOTARY PUBLIC CERTIFICATION
Jourdan Okada Notary Public, State of Hawaii
Doc. Description: AMENDMENT of KEOLA LA'I DECLARATION of CONDOMINIUM PROPERTY REGIME TO REFLECT CHANGES TO PARKING STALL
No. of Pages: 7 Date of Doc: 2/16/17 No. C3010
2/16/17



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

This 7th page AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3010, dated undated at time of signing, 2017, was subscribed and sworn to before me this 17th day of February, 2017, in the First Circuit of the State of Hawaii, by **KENJI MARCEL PRICE**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



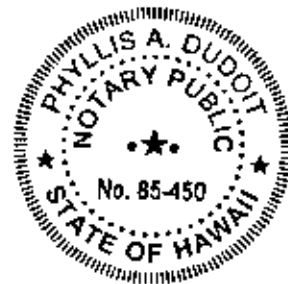
Phyllis A. Dudoit

Phyllis A. Dudoit

(Print Name)
Notary Public, State of Hawaii

My commission expires: 11-03-2017

Doc. Date Feb 17, 2017 # Pages 7
Name: Phyllis A. Dudoit First Circuit
Doc. Description Amendment of Keola La'i Declaration of Condominium Property Regime to Reflect Changes to Parking Stall No. C3010
Phyllis A. Dudoit Feb 17, 2017
Notary Signature Date
NOTARY CERTIFICATION



AMENDMENT OF DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF KEOLA LA'I AND APARTMENT DEEDS

THIS AMENDMENT OF DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KEOLA LA'I AND APARTMENT DEEDS (hereinafter referred to as the "Amendment") is made this 13th day of February, 2018, by and between CLIFFORD B. HUNT, Trustee of the Clifford B. Hunt Revocable Living Trust governed by that certain unrecorded instrument dated February 18, 2010, with full powers to sell, convey, mortgage, lease, or otherwise deal with and dispose of trust property as more particularly set forth therein, whose address is 600 Queen Street, Apt. 3903, Honolulu, Hawaii 96813 (hereinafter called "HUNT"), and ERIKO OKADA, Trustee of the Eriko Okada Living Trust dated August 1, 2016, with full powers to sell, convey, mortgage, lease, or otherwise deal with and dispose of trust property as more particularly set forth therein, whose address is 600 Queen Street, Apt. 1005, Honolulu, Hawaii 96813 (hereinafter called "OKADA");

W I T N E S S E T H :

THAT WHEREAS, the KEOLA LA'I condominium project (the "Project") was established pursuant to that certain Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217082, as amended (herein called the "Declaration"), and which Project is more particularly shown and described on Condominium Map No. 4101 filed in said Bureau of Conveyances, and any amendments thereto (herein called the "Condominium Map").

APARTMENT NO. 3903.

AND WHEREAS, HUNT is the fee simple owner of Apartment No. 3903 of the Project pursuant to that certain Apartment Deed dated February 18, 2010, recorded in said Bureau of Conveyances as Document No. 2010-024856 (herein called "Apartment Deed No. 3903");

AND WHEREAS, Parking Stall No. 3008-C described in said Declaration and shown on said Condominium Map is a limited common element appurtenant to said Apartment No. 3903, as described in said Declaration and said Apartment Deed No. 3903;

APARTMENT NO. 1005.

AND WHEREAS, OKADA is the fee simple owner of Apartment No. 1005 of the Project pursuant to that certain Apartment Deed dated August 1, 2016, recorded in said Bureau of Conveyances as Document No. A-60650485 (herein called "Apartment Deed No. 1005");

AND WHEREAS, Section 514A-14 and Section 514B-40, Hawaii Revised

Statutes, provide that apartment or unit owners shall have the right to change the designation of limited common element parking stalls which are appurtenant to their respective apartments or units by an amendment of the declaration and the respective apartment deeds involved; the amendment need only be signed and approved by the owners of the apartments or units whose parking stalls are being changed; and the amendment shall be effective upon recording or filing of the same of record with the Bureau of Conveyances of the State of Hawaii;

AND WHEREAS, HUNT and OKADA desire to transfer and redesignate Parking Stall No. 3008-C from Apartment No. 3903 to Apartment No. 1005;

NOW, THEREFORE, pursuant to Section 514A-14 and Section 514B-40, Hawaii Revised Statutes, and in consideration of the mutual covenants of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Declaration is hereby amended such that Parking Stall No. 3008-C shall no longer be a limited common element appurtenant to Apartment No. 3903, but shall hereafter be a limited common element appurtenant to Apartment No. 1005.

2. Said Apartment Deed No. 3903 is hereby amended such that Parking Stall No. 3008-C shall no longer be a limited common element appurtenant to Apartment No. 3903.


3. Said Apartment Deed No. 1005 is hereby amended such that Parking Stall No. 3008-C shall hereafter be a limited common element appurtenant to Apartment No. 1005.

4. Said Declaration, as amended, and as herein further amended, is hereby ratified and confirmed and shall continue in full force and effect, and Apartment Deed No. 3903 and Apartment Deed No. 1005, as herein amended, are hereby ratified and confirmed and shall continue in full force and effect.

This document may be executed in counterparts. Each counterpart shall be executed by one or more of the parties to this document and the several counterparts shall constitute one document to the same effect as though the signatures of all of the parties were upon the same document.

(The remainder of this page has intentionally been left blank)

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.



CLIFFORD B. HUNT, Trustee as
hereinbefore stated

"HUNT"

(signatures continued on next page)

(signatures continued from previous page)



ERIKO OKADA, Trustee as hereinbefore
stated

"OKADA"

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

On this _____ day of FEB 15 2018, 20____, before me personally appeared CLIFFORD B. HUNT, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

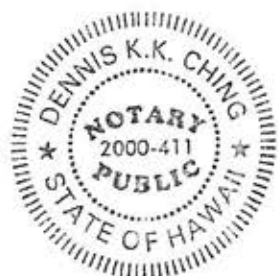


[Handwritten Signature]

Print Dennis K.K. Ching 2000-411
Name: My Commission Expires: 08/20/2020
Notary Public, State of Hawaii
First Circuit

My commission expires: AUG 20 2020

Document Date: Feb. 13, 2018
Number of Pages: 7
Document Description: _____
AMENDMENT OF DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF KEOLA LA'I AND APARTMENT
DEEDS



Doc. Date: 2-13-18 # Pages: 7
Name: Dennis K.K. Ching First Circuit
Doc. Description: Amendment of
Declaration of CPR
[Signature] 2-15-18
Signature Date

NOTARY CERTIFICATION

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

FEB 15 2018

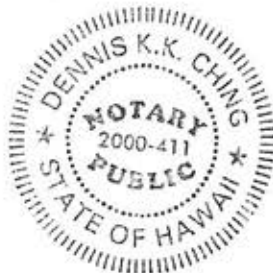
On this _____ day of _____, 20____, before me personally appeared ERIKO OKADA, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Print Name: **Dennis K.K. Ching** 2000-411
My Commission Expires: 08/20/2020
Notary Public, State of Hawaii
First Circuit

My commission expires: AUG 20 2020

Document Date: FEB 13 2018
Number of Pages: _____
Document Description: _____
AMENDMENT OF DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF KEOLA LA'I AND APARTMENT
DEEDS



Doc. Date: 2-13-18 # Pages: 7
Name: Dennis K.K. Ching First Circuit
Doc. Description: Amendment of
Dec. of CPR
 2-15-18
Signature Date
NOTARY CERTIFICATION

/s/ LESLIE T. KOBATA, Registrar
CGG 9

After Recordation, Return by Mail () Pickup ()
Raymond Chinhwi Cho

He Jin Cho

FAM 6222396 RS

Van-Alan Hideo Shima

1188 Bishop Street, #3408

This Document Contains 9 Pages

Honolulu, HI 96813

Tax Map Key: (1) 2-1-048-008 C.P.R. No. 0012 Apt. No. 612
(1) 2-1-048-008 C.P.R. No. 0193 Apt. No. 2407

KEOLA LA'I

AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY
REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3010

THIS AMENDMENT is made this 20th day of May, 2020,
by and between KENJI MARCEL PRICE, married, whose address is
1189 Waimanu Street, #2802, Honolulu, Hawaii 96814,
hereinafter called the "PRICE", and RAYMOND CHINHWI CHO and HE
JIN CHO, husband and wife, and VAN-ALAN HIDEO SHIMA,
unmarried, whose address is 1188 Bishop Street, Apt. No. 3408,
Honolulu, Hawaii 96813, hereinafter called the "CHO."

W I T N E S S E T H:

WHEREAS, PRICE, by Warranty Deed, dated September 15,
2016, recorded September 22, 2016, in the Bureau of Conveyance
of the State of Hawaii (hereinafter called the "Bureau"), as
Document No. A-61090346, is the current owner of that certain
Apartment No. 612 (together with the undivided interest in the

After Recordation, Return by Mail () Pickup ()
Raymond Chinhwi Cho

He Jin Cho

FAM 6222396 RS

Van-Alan Hideo Shima

1188 Bishop Street, #3408

This Document Contains 9 Pages

Honolulu, HI 96813

Tax Map Key: (1) 2-1-048-008 C.P.R. No. 0012 Apt. No. 612
(1) 2-1-048-008 C.P.R. No. 0193 Apt. No. 2407

KEOLA LA'I

AMENDMENT OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY
REGIME TO REFLECT CHANGES TO PARKING STALL NO. C3010

THIS AMENDMENT is made this 20th day of May, 2020,
by and between KENJI MARCEL PRICE, married, whose address is
1189 Waimanu Street, #2802, Honolulu, Hawaii 96814,
hereinafter called the "PRICE", and RAYMOND CHINHWI CHO and HE
JIN CHO, husband and wife, and VAN-ALAN HIDEO SHIMA,
unmarried, whose address is 1188 Bishop Street, Apt. No. 3408,
Honolulu, Hawaii 96813, hereinafter called the "CHO."

W I T N E S S E T H:

WHEREAS, PRICE, by Warranty Deed, dated September 15,
2016, recorded September 22, 2016, in the Bureau of Conveyance
of the State of Hawaii (hereinafter called the "Bureau"), as
Document No. A-61090346, is the current owner of that certain
Apartment No. 612 (together with the undivided interest in the

common elements) in the "KEOLA LA'I" Condominium project (hereinafter called "Project"), as described in and established by that certain Declaration of Condominium Property Regime dated October 25, 2005, recorded in said Bureau as Document No. 2005-217082, as amended (hereinafter called "Declaration") (capitalized terms not defined herein shall have the meanings given to such terms in the Declaration), and as delineated on Condominium Map No. 4101 and any amendments thereto (hereinafter called "Condominium Map"); and

WHEREAS, CHO, by Apartment Deed, dated June 11, 2012, recorded June 20, 2012, in said Bureau as Document No. A-45540496, is the current owner of that certain Apartment No. 2407 (together with the undivided interest in the common elements) in the Project; and

WHEREAS, as set forth in the Declaration, as amended, the parking stall designated by the number "C3010" (hereinafter called "Parking Stall No. C3010") is designated as a limited common element appurtenant to Apartment No. 612; and

WHEREAS, Section 9 of the Declaration provides, among other things, that Apartment Owners have the right to change the designation of limited common element parking stalls appurtenant to their Apartments by an amendment or amendments to the Declaration signed and approved only by the Owners of the Apartments affected (and their mortgagees, if the mortgagees so require); and

WHEREAS, PRICE and CHO desire to transfer Parking Stall No. C3010 from being designated as a limited common element appurtenant to Apartment No. 612 to being designated as a limited common element appurtenant to Apartment No. 2407.

NOW, THEREFORE, the Declaration, the Warranty Deed, and the Apartment Deed hereinabove referred to are hereby amended as follows:

1. That Parking Stall No. C3010 shall be deleted and excluded from being designated as a limited common element appurtenant to Apartment No. 612 and shall be transferred to and added and designated as a limited common element appurtenant to Apartment No. 2407.

2. Except as amended hereby or as previously amended, all of the provisions of the Declaration and the

Warranty Deed, and the Apartment Deed hereinabove mentioned shall remain in full force and effect.

3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

This instrument may be executed in counterparts, each of which when executed irrespective of the date ^{of} its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument. WAB (NP)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.



KENJI MARCEL PRICE

"PRICE"

RAYMOND CHINHWI CHO

HE JIN CHO

VAN-ALAN HIDEO SHIMA

"CHO"

Warranty Deed, and the Apartment Deed hereinabove mentioned shall remain in full force and effect.

3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

This instrument may be executed in counterparts, each of which when executed irrespective of the date of its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument.

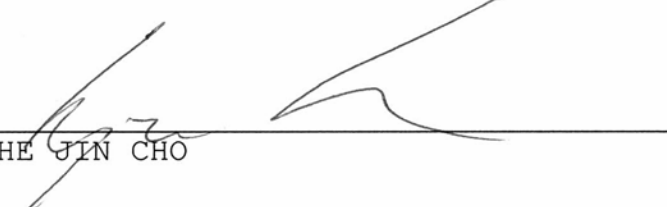
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

KENJI MARCEL PRICE

"PRICE"



RAYMOND CHINHWI CHO



HE JIN CHO

VAN-ALAN HIDEO SHIMA

"CHO"

Warranty Deed, and the Apartment Deed hereinabove mentioned shall remain in full force and effect.

3. Pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, this Amendment shall be incorporated by reference in the Declaration as an amendment thereto and shall constitute an amendment of the Declaration.

This instrument may be executed in counterparts, each of which when executed irrespective of the date of its execution and delivery, shall be deemed an original and all counterparts together shall constitute one and the same instrument.

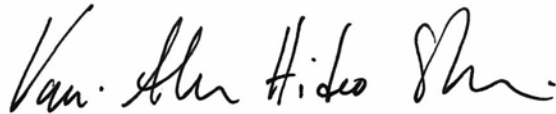
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

KENJI MARCEL PRICE

"PRICE"

RAYMOND CHINHWI CHO

HE JIN CHO




VAN-ALAN HIDEO SHIMA

"CHO"

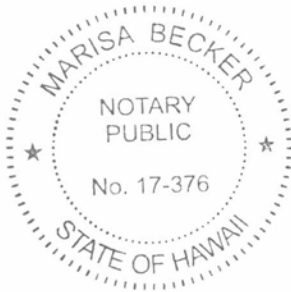
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 20 day of May, 2020,
before me personally appeared KENJI MARCEL PRICE, to me known to
be the person described in (or proved to me on the basis of
satisfactory evidence) and who executed the foregoing AMENDMENT
OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO
REFLECT CHANGES TO PARKING STALL NO. C3010, dated
undated, consisting of 7 pages, and
acknowledged that such person executed the same as that person's
free act and deed.

(Official Stamp or Seal)




Notary Public, State of Hawaii
Print Name: Marisa Becker
Judicial Circuit: 1st
My commission expires: Oct 8, 2021



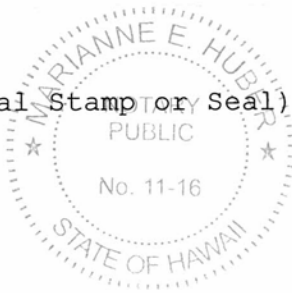
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 19 day of May, 2020,
before me personally appeared RAYMOND CHINHUI CHO, to me known
to be the person described in (or proved to me on the basis of
satisfactory evidence) and who executed the foregoing AMENDMENT
OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO
REFLECT CHANGES TO PARKING STALL NO. C3010, dated
undated, consisting of 7 pages, and
acknowledged that such person executed the same as that person's
free act and deed.



Notary Public, State of Hawaii
Print Name: _____
Judicial Circuit: 1st
My commission expires: _____

(Official Stamp or Seal)

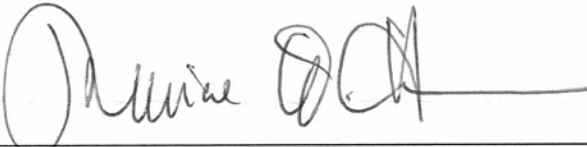


Marianne E. Huber
My commission expires: 01-30-2023

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

On this 19 day of May, 2020,
before me personally appeared HE JIN CHO, to me known to be the
person described in (or proved to me on the basis of
satisfactory evidence) and who executed the foregoing AMENDMENT
OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO
REFLECT CHANGES TO PARKING STALL NO. C3010, dated
undated, consisting of 7 pages, and
acknowledged that such person executed the same as that person's
free act and deed.





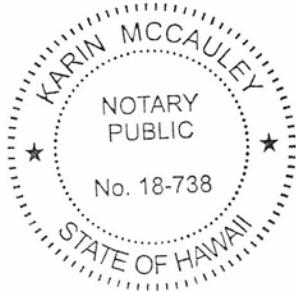
Notary Public, State of Hawaii
Print Name: _____
Judicial Circuit: 1st
My commission expires: _____

Marianne E. Huber
My commission expires: 01-30-2023

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

On this 19 day of May, 2020,
before me personally appeared VAN-ALAN HIDEO SHIMA, to me known
to be the person described in (or proved to me on the basis of
satisfactory evidence) and who executed the foregoing AMENDMENT
OF KEOLA LA'I DECLARATION OF CONDOMINIUM PROPERTY REGIME TO
REFLECT CHANGES TO PARKING STALL NO. C3010, dated
undated, consisting of 7 pages, and
acknowledged that such person executed the same as that person's
free act and deed.

(Official Stamp or Seal)



A handwritten signature in cursive script, appearing to read "Karin McCauley".

Notary Public, State of Hawaii

Print Name: Karin McCauley

Judicial Circuit: 1st

My commission expires: 12/30/22



First American Title Company

1177 Kapiolani Boulevard
Honolulu, Hawaii 96814

808.536.3866 Office
808.545.6187 Fax

www.firstam.com

Please find the enclosed original recorded document recently received by our office from the Bureau of Conveyances, State of Hawaii. Please keep this document for your records. No response is required.

FIRST AMERICAN TITLE COMPANY

Return by mail(X) pick-up()

Revocable Trust of Patricia J. Meredith
600 Queen Street, Apt. 1709
Honolulu, HI 96814

TG: 202047056
TGE: 21420164617
David Oi

Tax Map Key No.: 1/2-1-048-008, CPR 0354 & 1/2-1-048-008, CPR 0122

**TRANSFER OF PARKING STALL AND AMENDMENT TO DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF KEOLA LA'I**

TRANSFER OF PARKING STALL AND AMENDMENT TO DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF KEOLA LA'I is dated November 11, 2020.

**MAXIS HOLDINGS, LLC, a Hawaii limited liability company, whose address is 415 South Street,
Apt. 2404, Honolulu, Hawaii 96813, "First Party", and, EDWIN L. MERIDETH, III, Trustee of the
REVOCABLE TRUST OF PATRICIA J. MERIDETH dated February 14, 2005, as amended and
restated, with full powers to sell, convey, mortgage, lease, etc., whose address is 600 Queen Street,
Apt. 1709, Honolulu, Hawaii 96814, "Second Party".**

A. **BACKGROUND.** First Party owns Apartment No. C1 in the "KEOLA LA'I" Condominium Project (the "project") and Second Party owns Apartment No. 1709 in said project. As owner of Apartment No. C1, First Party owns exclusive rights to use parking stall no(s). C1010 in the project, as shown on Condominium Map No. 4101 of the project. First Party has agreed to transfer parking stall no(s). C1010 to Second Party. First Party's apartment is described in greater detail in Exhibit "A" as it appears prior to the exchange of parking stall, attached hereto and incorporated by

reference herein. Second Party's apartment is described in greater detail in Exhibit "B" as it appears prior to the exchange of parking stall, attached hereto and incorporated by reference herein.

B. **TRANSFER OF OWNERSHIP OF PARKING STALL NO(S). C1010.** For the sum of ONE DOLLAR (\$1.00) and other valuable consideration, First Party transfers to Second Party:

- (1) An exclusive easement to use parking stall no(s). C1010 in the "Keola La'i" Condominium Project as depicted on the Condominium Map No. 4101 for the project;
- (2) All related rights and privileges; and
- (3) All rights of the First Party in the parking stall.

The parking stall is for Second Party's to keep. Of course, the parking stall is subject to the documents which created and which govern the condominium project (the "condominium documents").

By law and under the condominium documents, the parking stall is tied to Apartment No. 1709. So long as Second Party owns Apartment No. 1709, Second Party may use the parking stall. If the Second Party sells Second Party's Apartment No. 1709, the parking stall goes with it.

C. **YOUR TITLE.** There are various ways to hold the ownership or "title" to real property. Second Party will hold title to the parking stall in the same manner or "tenancy" as Second Party hold title to their apartment.

D. **FIRST PARTY'S PROMISES TO SECOND PARTY.** First Party promises Second Party that:

- (1) First Party owns parking stall no(s). C1010;
- (2) First Party has the right and authority to sell it to Second Party; and
- (3) No one else has any rights or interests in the parking stall which would reduce its value or disturb First Party's use and enjoyment of it.

First Party agrees to **WARRANT AND DEFEND** First Party's title to the parking stall. This means that if the First Party's promises turn out to be untrue, First Party will (a) defend Second Party's title against any lawful claim by someone else; and (b) pay any damages Second Party suffers from the loss of the parking stall or any interest in it if Second Party does not defeat the claim.

E. **CHANGES TO THE CONDOMINIUM DOCUMENTS.** One of the main documents of the "condominium documents" is called a "Declaration of Condominium Property Regime". That document is described more particularly in the attached exhibits. This document revises or "amends" the Declaration of Condominium Property Regime to show that parking stall no(s). C1010 now goes with the Second Party's Apartment No. 1709.

This document may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted pages may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, First Party and Second Party have executed this instrument.

MAXIS HOLDINGS, LLC, a Hawaii limited liability company

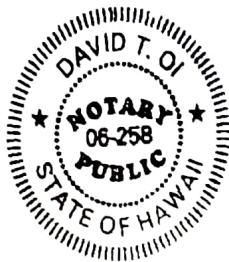
By [Signature]
Name: HAN CHOONG
Its: MANAGER

By _____
Name: _____
Its: _____

First Party

State of Hawaii)
City and County of Honolulu) SS.

On NOV 04 2020, before me personally appeared Han Choong and _____, to me personally known, who, being by me duly sworn or affirmed, did say that they are the Manager and _____, respectively, of **MAXIS HOLDINGS, LLC, a Hawaii limited liability company**, and that the instrument was signed on behalf of the limited liability company, and he and _____ acknowledged the instrument to be the free act and deed of the limited liability company. By my signature below, I further certify that the above-named executed this 11 page document entitled Transfer of Parking Stall and Amendment to Declaration of Condominium Property Regime of Keola La'i dated undated in the First Circuit of the State of Hawaii and that this acknowledgement is deemed to include my Notary Certification.



[Signature]
Type or print name:
Notary Public, State of Hawaii
My commission expires:

DAVID T. OI
Expiration Date: May 7, 2022

REVOCABLE TRUST OF PATRICIA J. MERIDETH

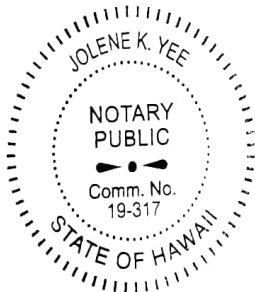
[Handwritten Signature]

EDWIN L. MERIDETH, III,
Trustee aforesaid

Second Party

State of Hawaii)
City and County of Honolulu) SS.

On 11/5/2020, before me personally appeared **EDWIN L. MERIDETH, III**, to me personally known, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities. By my signature below, I further certify that the above-named executed this 11 page document entitled Transfer of Parking Stall and Amendment to Declaration of Condominium Property Regime of Keola La'i dated 11/5/2020 in the First Circuit of the State of Hawaii and that this acknowledgement is deemed to include my Notary Certification.



[Handwritten Signature]
Type or print name: Jolene K. Yee
Notary Public, State of Hawaii
My commission expires:

My Commission Expires
July 28, 2023

Exhibit "A"

FIRST:

Apartment No. C1 of the Condominium Project known as "KEOLA LA'I", as established by Declaration of Condominium Property Regime dated October 21, 2005, recorded as Document No. 2005-217082, as amended, and as shown on Condominium Map No. 4101, and any amendments thereto.

TOGETHER WITH the limited common elements appurtenant to the Apartment, as shown in the Declaration, as amended.

TOGETHER WITH nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of the Apartment, in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as provided in the Declaration, and in all other Apartments of the building for support.

SECOND:

An undivided 0.1130% interest in all common elements of the Project, as established for the Apartment by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to the common elements.

Being all the property conveyed by CODOMINIUM APARTMENT DEED WITH RESERVATIONS AND CONDITIONS to MAXIS HOLDINGS, LLC, a Hawaii limited liability company, dated October 23, 2008, recorded as Document No. 2008-165456.

The land upon which said Condominium Project is located is described in the aforementioned Declaration and is incorporated by reference herein.

Subject to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in that certain Unrecorded Supplement to Deed dated July 31, 1989, by and between Paris Realty U.S.A., Inc., a Hawaii corporation, and MM Hawaii Investment Corporation, a Hawaii corporation, as contained in Deed dated July 31, 1989, recorded in Book 23469, Page 731.
3. Any utility lines and easements thereto that may be existing and/or reserved in that certain Deed from Magoon Estate, Limited, etal, to the City and County of Honolulu, dated September 15, 1930, recorded in Book 1057, Page 316, as well as noted in Resolution No. 88-465 of the City and County of Honolulu, approved April 11, 1990.
4. The terms and provisions as contained in that certain Resolution No. 90-116 of the City and County of Honolulu, approved April 11, 1990.

The foregoing includes, but is not limited to, the following:

"provided further that the approval granted herein be subject to the planting by MM Hawaii Development Corporation, within the project site of a suitable Indian Banyan Tree, Ficus Benghalensis, and that property owner shall consult with the Arborist Committee regarding the suitability, origin and removal, and manner of relocation of the tree in implementing this condition."

5. Terms and provisions of that certain Agreement dated August 12, 1992, made by and between Hawaii Community Development Authority, State of Hawaii, "HCDA", and Kakaako M-P Development, a Hawaii limited partnership, "KMPD", recorded as Document No. 92-137183, Re: Development.
6. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Declaration of Condominium Property Regime of Declaration of Condominium Property Regime of "KEOLA LA'I" Condominium Project, dated October 21, 2005, recorded as Document No. 2005-217082, as amended.

Condominium Map No. 4101, as amended, to which reference is hereby made.

7. By-Laws of the Association of Apartment Owners of "KEOLA LA'I", dated October 21, 2005, recorded as Document No. 2005-217083, as amended.
8. Terms and provisions of that certain Planned Development Agreement, dated February 13, 2007, made by and between Hawaii Community Development Authority, State of Hawaii and A&B Kakaako LLC, a Hawaii limited liability company, recorded as Document No. 2007-028499.
9. Designation of Easement "SW-1", for pedestrian access purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
10. Designation of Easement "SW-2", for pedestrian access purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
11. Designation of Easement "SW-3", for pedestrian access purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
12. Designation of Easement "W-1", for water purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).

13. Restriction of vehicle access rights along Queen Street, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
14. Grant dated December 26, 2007, in favor of City and County of Honolulu, "Grantee", and the Board of Water Supply, City and County of Honolulu, "Board", recorded as Document No. 2008-000379. Re: granting an easement for underground water meter and incidental purposes over, under, across and through a portion of the land herein described, designated as Easement "W-1".
15. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Condominium Apartment Deed with Reservations and Conditions, dated October 23, 2008, recorded as Document No. 2008-165456.
16. Any and all liens, encumbrances, restrictions, reservations, mortgage(s) and agreement(s) of sale.

End of Exhibit "A"

Exhibit "B"

FIRST:

Apartment No. 1709 of the Condominium Project known as "KEOLA LA'I", as established by Declaration of Condominium Property Regime dated October 21, 2005, recorded as Document No. 2005-217082, as amended, and as shown on Condominium Map No. 4101, and any amendments thereto.

TOGETHER WITH the limited common elements appurtenant to the Apartment, as shown in the Declaration, as amended.

TOGETHER WITH nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of the Apartment, in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as provided in the Declaration, and in all other Apartments of the building for support.

SECOND:

An undivided 0.2926% interest in all common elements of the Project, as established for the Apartment by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to the common elements.

Being all the property conveyed by APARTMENT DEED (Direct Conveyance Pursuant to Exchange Agreement) to PATRICIA J. MERIDETH, Trustee of the REVOCABLE TRUST OF PATRICIA J. MERIDETH, dated February 14, 2005, as amended and restated, dated September 16, 2019, recorded as Document No. A72010034.

Note: The death of Patricia J. Merideth, also known as Patricia Jordan Merideth, PJ Merideth and Pat Merideth, on October 7, 2019, at Mililani, Hawaii, and as a result of said death, Edwin L. Merideth, III, has been appointed to and accepted the position of Trustee of the Revocable Trust of Patricia J. Merideth, dated February 14, 2005, as amended and restated.

The land upon which said Condominium Project is located is described in the aforementioned Declaration and is incorporated by reference herein.

Subject to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in that certain Unrecorded Supplement to Deed dated July 31, 1989, by and between Paris Realty U.S.A., Inc., a Hawaii corporation, and MM Hawaii Investment Corporation, a Hawaii corporation, as contained in Deed dated July 31, 1989, recorded in Book 23469, Page 731.

3. Any utility lines and easements thereto that may be existing and/or reserved in that certain Deed from Magoon Estate, Limited, et al, to the City and County of Honolulu, dated September 15, 1930, recorded in Book 1057, Page 316, as well as noted in Resolution No. 88-465 of the City and County of Honolulu, approved April 11, 1990.
4. The terms and provisions as contained in that certain Resolution No. 90-116 of the City and County of Honolulu, approved April 11, 1990.

The foregoing includes, but is not limited to, the following:

"provided further that the approval granted herein be subject to the planting by MM Hawaii Development Corporation, within the project site of a suitable Indian Banyan Tree, Ficus Benghalensis, and that property owner shall consult with the Arborist Committee regarding the suitability, origin and removal, and manner of relocation of the tree in implementing this condition."

5. Terms and provisions of that certain Agreement dated August 12, 1992, made by and between Hawaii Community Development Authority, State of Hawaii, "HCDA", and Kakaako M-P Development, a Hawaii limited partnership, "KMPD", recorded as Document No. 92-137183, Re: Development.
6. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Declaration of Condominium Property Regime of Declaration of Condominium Property Regime of "KEOLA LA'I" Condominium Project, dated October 21, 2005, recorded as Document No. 2005-217082, as amended.

Condominium Map No. 4101, as amended, to which reference is hereby made.
7. By-Laws of the Association of Apartment Owners of "KEOLA LA'I", dated October 21, 2005, recorded as Document No. 2005-217083, as amended.
8. Terms and provisions of that certain Planned Development Agreement, dated February 13, 2007, made by and between Hawaii Community Development Authority, State of Hawaii and A&B Kakaako LLC, a Hawaii limited liability company, recorded as Document No. 2007-028499.
9. Designation of Easement "SW-1", for pedestrian access purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
10. Designation of Easement "SW-2", for pedestrian access purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).

11. Designation of Easement "SW-3", for pedestrian access purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
12. Designation of Easement "W-1", for water purposes, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
13. Restriction of vehicle access rights along Queen Street, as shown on Subdivision Map prepared by Michael T. Kutaka, Licensed Professional Land Surveyor with Baseline Surveying, LLC, dated August 21, 2006, approved by the City and County of Honolulu, Department of Planning and Permitting, on October 26, 2007 (File No. 2006/SUB-182).
14. Grant dated December 26, 2007, in favor of City and County of Honolulu, "Grantee", and the Board of Water Supply, City and County of Honolulu, "Board", recorded as Document No. 2008-000379. Re: granting an easement for underground water meter and incidental purposes over, under, across and through a portion of the land herein described, designated as Easement "W-1".
15. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Condominium Apartment Deed with Reservations and Conditions, dated January 25, 2008, recorded as Document No. 2008-037020.
16. Any and all liens, encumbrances, restrictions, reservations, mortgage(s) and agreement(s) of sale.

End of Exhibit "B"