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DECLARATION OF CONDOMINIUM PROPERTY REGIME

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HONOLULU PARK PLACE

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DECLARATION OF CONDOMINIUM PROPERTY REGIME

OF

HONOLULU PARK PLACE

WHEREAS, HONOLULU PARK PLACE LIMITED PARTNERSHIP, a Hawaii limited partnership, whose principal place of business and post office address is 567 South King Street, Suite 304, Honolulu, Hawaii 96813 (the "Developer"), owns in fee simple the real property described in Exhibit A, attached hereto and made a part hereof (the "Land");

WHEREAS, the Developer has undertaken to improve the Land by the construction thereon of certain improvements (the "Improvements") in accordance with the plans filed in the Bureau of Conveyances of the State of Hawaii ("Bureau of Conveyances") as Condominium Map No. 1222 (hereinafter called the "Condominium Map") which is incorporated herein by reference;

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NOW, THEREFORE, in order to create a condominium project consisting of the Land and the Improvements, herein called the "Project", and to be known as "Honolulu Park Place", the Developer by this Declaration of Condominium Property Regime (the "Declaration") submits the Land and the Improvements and all of its interest therein to a Condominium Property Regime established pursuant to Chapter 514A, Hawaii Revised Statutes, as amended (the "Act"), and in furtherance thereof hereby declares and agrees that said Project is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the provisions set forth herein and in the provisions of the Bylaws of Association of Apartment Owners (the "Bylaws"), recorded concurrently herewith in said Bureau of Conveyances, as the provisions of the Declaration and the Bylaws may from time to time be amended in accordance with applicable law and in accordance with the respective provisions of this Declaration and the Bylaws, and that the provisions of this Declaration and the Bylaws shall constitute covenants running with the Land and shall be binding on and for the benefit of the parties hereto, their successors and assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, successors in trust, heirs, executors, administrators and assigns:

A. DEFINITION AND USE OF DEFINED TERMS

- Use of Defined Terms. For purposes of 1. construing and interpreting this Declaration and the Bylaws filed concurrently herewith, the terms defined in the above Introduction on pages 1 and 2 and in Paragraph 2 of this Section A below, when written with initial capital letters in this Declaration or in said Bylaws shall have the meaning given such terms in pages 1 and 2 of the Introduction above and in Paragraph 2 of this Section A below. Such defined terms may be used in the singular or plural or in varying tenses or forms, but such variation shall not affect the defined meaning of such terms so long as those terms are written in initial capital letters. When such terms are used in this Declaration or in the Bylaws filed concurrently herewith, but are written without initial capital letters, such terms shall have the meaning they have in common usage; provided, however, that where legal, technical or trade terms are used and the context in which such terms are used indicates that such terms are to be given their legal, technical or trade usage meanings, such terms shall be given such legal, technical or trade usage meanings.
- Definitions of Defined Terms. As used in this
 Declaration and the Bylaws the terms are as follows:
- a. "Act" shall have the definition set forth above in this Declaration.
- b. "Agreement of Sale" means an Agreement of Sale recorded in the Bureau of Conveyances.

- c. "Apartment", "Apartment Unit" and "Condominium Apartment Unit" shall mean a part of the Project, as described in this Declaration or as shown on the Condominium Map intended for a use permitted under the Act, with an exit to a public street or highway, or to a Common Element leading to a public street or highway, including such appurtenances as lanais and parking spaces as described in the Declaration or as shown on the Condominium Map.
- d. "Apartment Deed" means the legal instrument signed by Developer conveying the Apartment and an undivided interest in the Common Elements to Owner.
- e. "Apartment Energy Cost" shall mean those air conditioning costs assessed to individual Apartments pursuant to Article V, Section 3 of the Bylaws.
- f. "Apartment Fan Consumption" shall mean the measured use of the fan motor or motors within the fan coil unit or units within an individual Apartment to determine the use of air conditioning within the individual Apartment as described in Article V, Section 3.b of the Bylaws.
- g. Association" means the Association of Apartment Owners of Honolulu Park Place.
- h. "Board" means the Board of Directors of the Association of Apartment Owners of Honolulu Park Place.
- i. "Bureau of Conveyances" shall have the definition set forth above in this Declaration.

- j. "Bylaws" shall have the definition set forth above in this Declaration.
- k. "Capital Improvements Reserve Fund" means that fund established by the Board pursuant to Article VI, Section
 1.d of the Bylaws to provide for specific capital improvements for the Project.
- l. "Common Elements" shall mean those parts of the Project which are defined in this Declaration as Common Elements. The term Common Element includes those portions of the Project designated in the Declaration as Common Elements as well as those designated as Limited Common Elements.
- m. "Common Expenses" means and includes (a) all expenses of the administration, management, and operation of the Project and the maintenance, repair, and replacement of, and the making of any additions and improvements to, the Common Elements, and (b) all expenses authorized to be made by the Association pursuant to the Declaration or Bylaws or pursuant to the Act.
- n. "Common Interest" means the undivided percentage interest set forth in the Declaration which is appurtenant to an Apartment and which is permanent in character and not subject to alteration without the consent of all Owners affected. The distribution of the share of ownership of the Common Elements, rights and obligations with respect to the common profits and Common Expenses and voting rights is determined by the percentage of the Common Interest. The

Common Interest shall not be separated from the Apartment to which it appertains and shall be deemed to be conveyed or encumbered with the Apartment, even though not expressly mentioned or described in the document of conveyance or encumbrance.

- "Condemnation Trustee" means that bank or trust ٥. company having a principal place of business in the State of Hawaii designated to hold and administer condemnation proceeds for the Project.
- "Condominium Map" shall have the definition set forth above in this Declaration. The Condominium Map sets forth the layout, location, dimensions and apartment numbers of Apartments, the name of the Project, the floor plan and elevations of buildings, the general location and layout of common areas and the location of parking stalls and storage lockers. To the extent that the Condominium Map shows or depicts any other detail or feature of the Common Elements or the location or configuration of a feature or detail of the Common Elements which differs from the Project as constructed, the Condominium Map shall not constitute a representation or warranty by Developer.
- "Condominium Property Regime" shall mean the q. ownership of two (2) or more Apartments and Common Elements in a Project in accordance with the Act.
- "Cost of Living Factor" means for any date that fraction whose numerator (the "Current Index") is the index

figure (the "Price Index") stated in the "Consumer Price Index" for all items for the Standard Metropolitan Statistical Area of Honolulu, published by the Bureau of Statistics of the United States Department of Labor in effect on such date and whose denominator (the "Base Index") is the Price Index in effect for the month of November 1988; provided, however, that for any date for which the relevant Current Index is less than or equal to the Base Index, the Cost of Living Factor shall be one (1). The Base Index for the month of November 1988 is one hundred twenty and 30/00 (120.3). If no separate "Consumer Price Index" for Honolulu is published, the Price Index shall be the "Consumer Price Index." If the "Consumer Price Index" is discontinued, the Price Index shall be determined by the Board based on comparable statistics on changes in the purchasing power of the consumer dollar for the applicable periods, as published by a responsible financial periodical report of a recognized governmental or private authority.

- s. "Declaration" shall mean this Declaration of Condominium Property Regime of Honolulu Park Place, together with any amendments thereto.
- t. "Developer" shall have the definition set forth above in this Declaration.
- u. "Energy Cost" means the total cost of electrical energy required to produce and distribute chilled water for the air conditioning system as is more fully described in Article V. Section 3 of the Bylaws.

- v. "Facilities of the Park Place Club" means those Common Elements located on the first three (3) levels of the Project (including the basement level) and on the Koi Deck on the eighth floor on top of the Parking Structure, as more fully described in Section B.3(h) below.
- w. "General Operating Reserve" means that fund established by the Board to provide financial stability for the Project as is more fully described in Article VI, Section 1(b) of the Bylaws.
- x. "Governors" means the Board of Governors of the Park Place Club, the members of which are appointed by the Board of Directors.
- y. "Honolulu Park Place" shall be name of the Project established by the submission of the Land and Improvements to a Condominium Property Regime under the terms and conditions set forth in this Declaration.
- z. "House Rules" means the administrative rules and regulations governing the conduct of occupants of the building and the use and operation of the Common Elements. House Rules includes within its meaning the rules of the Park Place Club.
- aa. "Improvements" shall have the definition set forth above in this Declaration.
- bb. "Koi Deck" means the koi pond and other improvements shown on the eighth floor of the parking structure.

cc. "Lanai Declaration" means the Declaration of Restrictive Covenants (Lanais) dated January 27, 1989 and recorded in the Bureau of Conveyances in Liber 22813, Page 68. The Lanai Declaration provides generally that with the exception of certain Apartments identified below, the Owners of Apartments in the Project are prohibited from enclosing their lanais. The Apartments which are exempt from the restrictions of the Lanai Declaration are:

PH3502	PH3602	PH3702	PH3802	PH3902	PH4002
PH3503	PH3603	PH3703	PH3803	PH3903	PH4003
PH3506	PH3606	PH3706	PH3806	PH3906	PH4006
PH3507	PH3607	PH3707	PH3807	PH3907	PH4007
PH3508	PH3608	PH3708	PH3808	PH3908	PH4008
PH3509	PH3609	PH3709	PH3809	PH3909	PH4009

- dd. "Land" means the land designated above in this Declaration and described in Exhibit "A" to this Declaration, including all easements and other rights appurtenant thereto.
- ee. "Limited Common Elements" means those Common Elements as designated in the Declaration reserved for the exclusive use of one or more Apartments to the exclusion of other Apartments; provided that no amendment of this Declaration affecting the Limited Common Elements appurtenant to an Apartment or Apartments shall be effective without the consent of the Apartment Owner or Owners affected.
- ff. "Majority of Apartment Owners" means the Owners of Apartments to which are appurtenant more than fifty percent (50%) of the Common Interest.
 - gg. "Managing Agent" means an entity employed by the

Association pursuant to written contract to manage the operation of the Project.

- "Opinion of Counsel" means a written opinion of an attorney licensed to practice before the Courts of the State of Hawaii advising the Association regarding the legality of certain action taken or proposed to be taken by the Association.
- ii. "Owner" or "Apartment Owner" means a person owning severally or as a co-tenant an Apartment and the Common Interest appertaining thereto, 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 of Conveyances, a lessee or sublessee of an Apartment or interest therein shall be deemed to be the Owner of such Apartment to the extent provided in such lease. The Purchaser of an Apartment pursuant to an Agreement of Sale recorded in the Bureau (a "recorded Agreement of Sale") shall have the rights of an Apartment Owner, including the right to vote; provided that the Seller may retain the right to vote on matters substantially affecting his security interest in the Apartment as provided in Section 514A-83 of the Act. Where the Owner is a corporation or partnership, the method for designating the natural person who shall act as and for the Owner is as set forth in the Bylaws.

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- jj. "Park Place Club" shall mean that club composed of the Owners and the six (6) persons designated by the Developer whose membership rights and whose rights to use Facilities of the Park Place Club are more fully set forth in Section M hereof.
- kk. "Private Park Declaration" means the Declaration of Restrictive Covenants (Private Park) dated February 14, 1989 and recorded in the Bureau of Conveyances in Liber 22883, Page 235. The Private Park Declaration provides generally that the owners of the Land shall be obligated to maintain certain landscaped areas and improvements on the ground level of the Project as a private park.
- 11. "Project" shall have the definition set forth above in this Declaration. The Project (Land and Improvements) has been submitted to a Condominium Property Regime by the Declaration.
- mm. "Project Architect" means Lacayo Architects,
 Inc., or such other architect for the Project as the Board may
 select from time to time; provided that prior to the time that
 the Association shall be formed, the Developer shall have the
 power to select the Project Architect.
- nn. "Quorum" means a majority of the Owners or Directors present at a meeting.
 - B. <u>DESCRIPTION AND DIVISION OF PROPERTY</u>

The Project is hereby divided into the freehold estates described and designated below.

- 1. <u>Description of the Building</u>. The Project is described in the Condominium Map and consists of one (1) building consisting of forty (40) floors (together with a basement) constructed principally of reinforced concrete and containing four hundred thirty-seven (437) condominium Apartment Units.
- 2. <u>Description of the Apartments</u>. Four hundred thirty-seven (437) freehold estates are hereby designated in the spaces within the perimeter walls, floors and ceilings of each of the four hundred thirty-seven (437) Apartment units of the Project, which spaces, together with appurtenant lanais, which Apartments are designated on the Condominium Map and described as follows:
- a. Apartment Numbers and Locations. The Apartment numbers and the location of Apartments are shown on the Condominium Map and are further described on Exhibit "B" attached hereto and incorporated by reference.
- b. <u>Layout and Area</u>. The various Apartment types and their respective areas are more particularly described on Exhibit "C" attached hereto and incorporated by reference.
- c. Access to Public Streets or Highways. Each
 Apartment has immediate access through hallways, corridors,
 lobbies and walkways of the Project to the public streets and
 to the common areas of the Project.
- d. Other Data Identifying and Defining the

 Apartments. The respective Apartments shall not be deemed to

include: (i) the undecorated or unfinished surfaces of the perimeter (including party) walls or interior load bearing walls, (ii) the undecorated or unfinished surface of the floors and ceilings surrounding each Apartment, (iii) any pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one Apartment, the same being deemed Common Elements as hereinafter provided, (iv) any central air conditioning equipment or apparatus within the Apartment, including, without limitation, the control unit console, thermostats, switches, vents and ducts or (v) any tinted windows including any film or other coating thereon. Each Apartment shall be deemed to include (i) any adjacent lanai to which such Apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) all pipes, shafts, ducts (other than central air conditioning ducts), pumps, conduits, wires and other utility or service lines running through such Apartment which are utilized for and serve only that Apartment, (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, (v) any doors or panels along the perimeters, (vi) all cranks and other window hardware, and (vii) all appliances and fixtures installed therein and replacements thereof.

3. <u>Common Elements</u>. One freehold estate is hereby designated in all remaining portions of the Project, herein

called the "Common Elements", including specifically but not limited to:

- a. The Land in fee simple.
- b. All unfinished, undecorated portions of all perimeter (including party) and load-bearing walls, all structural components, foundations, floor slabs, columns, girders, beams, supports, halls, corridors, exterior stairs and stairways, unfinished perimeter walls and interior load-bearing walls, tinted windows including any film or other coating thereon, and roofs.
- c. All yards, grounds and landscaping and all refuse facilities, if any, whether within or appurtenant to the Project.
- d. All roads, parking areas, the car wash area, driveways, ramps, loading areas and walkways which are rationally of common use by Owners of more than one Apartment.
- e. All ducts, sewer lines, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities over, under and across the Project which serve more than one Apartment for services such as power, light, water, chilled water for central air conditioning, gas, sewer, refuse, telephone and radio and television signal distribution.
- f. Any central air conditioning equipment or apparatus, including equipment or apparatus within an Apartment, including, without limitation, the control unit console, thermostats, switches, vents and ducts.

- g. The entirety of the fire sprinkler system including portions thereof installed within the various Apartments.
- Those Common Elements located on the first three h. (3) levels of the Project (including the basement level) and on the Koi Deck on the eighth floor on top of the parking structure, including the men's and women's lockers and showers, saunas, steam rooms, racquetball and squash courts, exercise room, thermal spa, aerobic room, office/massage room, swimming pool area, snack bar, club manager's office, viewing gallery, lounge, bowling alley, koi pond with picnic hales and longhouse, tennis court, tennis shelter, putting green, and driving range with nets, together with all such halls, corridors and other Common Elements of the Project, all as shown on the Condominium Map, which are designed to be used or which are in fact used in connection with the above enumerated facilities. Such Common Elements shall constitute the Facilities of the Park Place Club, which club is more fully described in Section M. The Facilities of the Park Place Club are for recreational and social use, but the specific recreational and social use may be modified from time to time in accordance with Section L.6.
- i. Lobby areas, the resident manager's office, the employee kitchen and lounge, elevators, storage areas, hallways, trash chutes, laundry chutes, maintenance rooms,

equipment rooms and custodial storage rooms and other similar areas which are not part of an Apartment.

- j. Forty-four (44) guest parking stalls, located in the Basement Level as shown on the Condominium Map, available for use by the guests, visitors and invitees of the Apartment Owners.
- k. Six (6) parking stalls located in the basement level as shown on the Condominium Map, available for use by the Association for the operation and management of the Project.
- Any interest which the Association may acquire in and to any Apartment or Apartments for use by a resident manager or resident managers.
- m. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- 4. Limited Common Elements. Certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated, set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth herein. The costs and expenses of every description pertaining to the Limited Common Elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements shall be charged to the Owner of

the Apartment to which the Limited Common Element shall be appurtenant, and if there is more than one Apartment to which the Limited Common Elements shall be appurtenant, then in proportion to the Common Interest appurtenant to each of the respective Apartments except as otherwise provided in this Paragraph 4.

- a. Each Apartment shall have appurtenant to it as a Limited Common Element at least one (1) parking stall as designated in Exhibit "B" attached hereto and incorporated by reference and as shown on the Condominium Map. Upon compliance with Hawaii Revised Statutes Section 514A-14, each owner shall have the right to assign and reassign stalls (other than guest or management parking stalls) from time to time to another Apartment in the Project. All costs and expenses of repaving, restriping or otherwise repairing such parking stalls shall be charged to each Owner on a pro rata basis in direct proportion to the number of parking stalls appurtenant to the Owner's Apartment. All other costs and expenses attributable to such parking stalls shall be charged to each Owner as a Common Expense of the Project.
- b. Each Apartment shall have at least one (1) storage locker located in the parking area as designated on Exhibit "B" hereto and as shown on the Condominium Map.

C. COMMON INTEREST

Each Apartment shal' have appurtenant thereto an undivided percentage interest in all Common Elements of the

Project as shown on Exhibit "B" hereto, called the Common Interest, and the same proportionate share in all common profits and Common Expenses of the Project and for all other purposes including voting.

D. EASEMENTS

In addition to any easements of record, the Apartments and the Common Elements shall also have, or be subject to as the case may be, the following easements:

- 1. Easement of Ingress and Egress. Each Apartment shall have appurtenant thereto nonexclusive easements in the Common Elements designed for such purposes for ingress to, egress from, utility services for and support of such Apartment; in the other Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided herein; and in all other Apartments for support; and subject to any changes with respect to the Common Elements pursuant to the provisions of Section 514A-13(d), Hawaii Revised Statutes.
- 2. Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches upon any Apartment or Limited Common Element, or if any Apartment encroaches upon the Common Elements or upon any other Apartment, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that the building shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or

movement of any part of the Project, minor encroachments of any parts of the Common Elements, Apartments, or Limited Common Elements due to such construction, shifting, settlement or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

- Easement for Access to Common Elements Located in Apartments. Each Apartment and Limited Common Element shall be subject to an easement, exercisable by the Board of Directors and its Managing Agent during reasonable hours, in favor of the Owners of all other Apartments for access to any Common Elements located in such Apartment or Limited Common Element.
- Easement for Access Through Apartments to Common Elements for Emergency Repairs. The Association shall have the right, to be exercised by its Board or the Managing Agent, to enter each Apartment or Limited Common Element from time to time during reasonable hours as may be appropriate for the operation of the Project or for making emergency repairs therein which may be necessary to prevent damages to any Apartment, Common Element, or Limited Common Element.
- Power of Association to Grant Certain Easements. To the extent permitted by law, the Association shall have the right, to be exercised by its Board, upon the condition that prior to taking such action the Board obtain an Opinion of Counsel stating that the Association may legally undertake such action, to grant within the Common Elements, easements and

rights-of-way over, across, and under the Common Elements for utilities, sanitary and storm sewers, cable television, and other public services and to relocate, realign or cancel the same provided that such easements, their use, relocations, realignment, or cancellation shall not materially impair or interfere with the use of any Apartment.

6. <u>Developer's Easement to Complete Project</u>. The Developer, its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over and upon the Project as may be reasonably necessary for the completion of the improvements of the Project, and the correction of defects therein.

E. ALTERATION AND TRANSFER OF THE COMMON INTEREST

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 or except as otherwise set forth in this Declaration. The Common Interest and easements 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. The Common Elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Act.

F. USE

- Uses Other Than Residential Use Prohibited. 1. Apartments shall be occupied and used only as private dwellings by the respective Owners thereof, their tenants, families, domestic servants and social quests, and for no other purpose. The Apartments shall not be used for timesharing, as such term is defined in Hawaii Revised Statutes Chapter 514E, nor shall the Apartments be rented for transient or hotel purposes, which are defined as (a) rental for any period less than thirty (30) days, or (b) any rental in which the occupants of the Apartment are provided customary hotel services such as room service for food and beverages, maid service, laundry and linen or bellboy service. Subject to the foregoing limitation regarding residential use and to the prohibitions on timesharing and transient or hotel uses, the Owners of the respective Apartments shall have the absolute right to lease such Apartments subject to all provisions of this Declaration, provided, however, that (a) all leases shall be in writing, signed by the Owner, or Owner's representative and the tenant, (b) all leases shall have a term of not less than thirty (30) days, and (c) no leasing of less than an entire Apartment shall be allowed.
- 2. <u>Owners' Right to Sell or Lease</u>. The Owners of the respective Apartments shall have the absolute right to sell, lease, rent or otherwise transfer such Apartments subject

to all provisions of the Act, this Declaration, and the Bylaws attached hereto.

- Project. No Apartment Owner shall do or suffer or permit to be done anything on any Apartment or appurtenant Limited Common Element or elsewhere on the Project which will (a) injure the reputation of the Project, or (b) jeopardize the safety or soundness of the Project, or (c) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, or (d) reduce the value of the Project, or (e) result in the cancellation of insurance applicable to the Project, or adversely affect the right of recovery thereunder or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws; or (f) increase the rate of insurance applicable to the Apartments or the contents thereof or the Project.
- 4. Prohibition on Unauthorized Changes to the
 Exterior of the Building. No Owner of an Apartment shall,
 without the written approval and continuing consent of the
 Board, place or permit the attachment, hanging, projection or
 protrusion of any object, garments or materials of any kind
 from the roofs, exterior walls, windows, lanai railings or
 doors of the Apartments, or the placement of any other matter
 or decoration within or without the Apartment which shall be
 visible from the hallways or the exterior of the building, nor
 shall any Owner change or alter any of the tinted glass or the

color of the lanai ceiling or the tiled floor in any way or place or maintain drapes near the windows except drapes of a light, neutral color approved by the Board, nor shall any Owner change the exterior appearance of the building in any manner; provided, that the Board shall establish uniform regulations permitting the placement and maintenance by each Owner of identifying signs and insignia of such sizes and material and in such locations at or about hall doorways as shall be aesthetically suitable and appropriate to the design and function of the Project.

No Owner shall remove any floor tiles in the lanai area or deface or damage the tiles, or place any object (other than appropriate plants or outdoor lanai furniture as determined by the Board) on the lanai, without first having received the approval of the Board and the Project Architect. Any missing or damaged floor tiles or lanai railings shall be replaced by the Association through the contractor or contractors selected by the Board for such purpose with building standard tiles or railings. Repair or replacement of lanai floor tiles or lanai railings resulting from the intentional or negligent misuse of the lanai area shall be at the Owner's expense. All other lanai floor tile and lanai railing replacements or repairs shall be a Common Expense.

5. Owners to Maintain Apartments in Good Order. The Owner of an Apartment shall keep the interior of such Apartment and all plumbing, electrical and other fixtures and appurtenances in good order and repair and shall be responsible for any damage or loss caused by failure to do so. The Association shall have the right from time to time, but not the duty (unless the Owner shall give notice of a specific problem or deficiency) to enter Apartments to inspect the airhandlers, coils, filters and other components of the air conditioning system and the washer hoses and to clean, replace, maintain and repair the same. Repair or replacement of air conditioner equipment and washer hoses resulting from intentional or negligent misuse shall be at the Owner's expense.

G. ADMINISTRATION OF PROJECT

Administration of the Project shall be vested in the Association, consisting of all Apartment Owners of the Project in accordance with the Bylaws. The administration, fiscal management and operation of the property, and the maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations thereto, and perpetual maintenance of the open areas and private roadways and utilities of the Project, shall be in accordance with the provisions of the Act, this Declaration and the Bylaws and specifically but without limitation the Association shall:

1. <u>Improvements Required by Law</u>. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, street lights, parking areas and other improvements 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.

- 2. Observance of Laws Concerning Maintenance of the Project. Keep all Common Elements of the Project in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority during the period that they are applicable to the Project or the use thereof.
- Association to Maintain Project in Good Order. Well and substantially repair, maintain and keep all Common Elements of the Project, including without limitation the building or buildings thereof, with all necessary reparations and additions thereto in good order and condition except as otherwise provided herein, and maintain and keep the land in a neat and attractive condition and all trees, shrubs and landscaping thereon in good cultivation and replant the same as may be necessary. In the event that any Owner or his Agent shall give written notice of any defect in the repair or maintenance of any Common Element, the Association, consistent with generally accepted standards of practice and sound business judgment, shall, if practicable, commence appropriate repairs or maintenance with respect to such defect within not less than thirty (30) days of the receipt of such Notice and shall thereafter proceed with due diligence to complete the repair and to make good such defect.

- 4. Construction of Improvements, Bonding. Before commencing or permitting construction of any improvement on the Project costing in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), obtain a performance and payment bond(s) or certificate thereof naming as obligees collectively all Apartment Owners and their respective mortgagees as their interests may appear, in a penal sum not less than one hundred percent (100%) of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of any mechanics' and materialmen's liens or any liens in lieu of mechanics' and materialmen's liens, provided that the Fifty Thousand and No/100 Dollars (\$50,000.00) limit may be adjusted from time to time by the Board by multiplying such dollar limit by the Cost of Living Factor.
- 5. Association Not to Permit Waste or Improper Use.
 Not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.
- 6. Observance of Setbacks. Observe any setback lines affecting the Project and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Project and the setback lines along such boundary.
- 7. Plans and Specifications for Improvements,

 Diligent Completion of Construction Projects. Not erect or

 place on the Project any building or structure including fences

and walls, nor make additions or structural alterations to or exterior changes of any Common Elements of the Project, nor place or maintain thereon any signs, posts or bills whatsoever, except in accordance with plans and specifications including detailed plot plans, prepared by a licensed architect, if so required by the Board, and approved by the Board and by the percentage of Apartment Owners as required by law and this Declaration, and complete any such improvements diligently after the commencement thereof.

8. Observance of Laws Concerning Construction.

Observe and comply with the provisions of any restrictions pertaining to the Land, including without limitation, the Lanai Declaration and the Private Park Declaration.

H. MANAGING AGENT: SERVICE OF PROCESS

Operation of the Project shall be conducted for the Association by a responsible corporate Managing Agent duly registered with the Real Estate Commission of the State of . Hawaii who shall be appointed by the Association in accordance with the Bylaws and the Act. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in the Act. The initial Managing Agent shall be Hawaiiana Management Company, Limited whose principal place of business and post office address is 1270 Ala Moana Boulevard, Honolulu, Hawaii 96814.

I. COMPLIANCE WITH DECLARATION AND BYLAWS

All Apartment Owners, their employees, their tenants, families, servants and guests, and any other persons who may in any manner use the Project, shall be bound by and comply strictly with the provisions of this Declaration, the conditions and restrictions set forth herein, with the Bylaws and with the House Rules adopted pursuant thereto and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association, or, in a proper case, by any aggrieved Apartment Owner. Each Apartment Owner shall have standing to maintain an action against the Association by reason of the failure of the Association to carry out its obligations under this Declaration and the Bylaws.

J. INSURANCE

The Association, as a Common Expense, shall at all times keep the building and all improvements of the Project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii as provided in the Bylaws. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation

thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Board and the Association, as a Common Expense, shall make up any deficiency in such insurance proceeds.

K. UNINSURED CASUAJ TY

In case at any time or times any improvements of the Project shall be damaged or destroyed by any casualty not insured against, such improvements shall be rebuilt, repaired or restored unless seventy-five percent (75%) of the Apartment Owners, with the consent of their mortgagees, if such mortgagees require such consent, affirmatively vote against such rebuilding, repairing or restoration. Any such approved restoration of the Common Elements shall be completed diligently by the Association, as a Common Expense, and the Apartment Owners shall be solely responsible for any restoration of their respective Apartments so damaged or destroyed according to the original plan and elevation thereof or such other plan first approved by the Board. Unless such restoration is undertaken within a reasonable time after such casualty, the Association, as a Common Expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

L. ALTERATION OF PROJECT

 General Provisions. Except as otherwise expressly provided in this Section L to the contrary, restoration or replacement of the Project or any portion thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said Condominium Map of the Project, shall be undertaken by the Association or any Apartment Owner only pursuant to an amendment of this Declaration in accordance with Section O below, duly executed pursuant to the provisions thereof, accompanied by the written consent of the holders of all liens affecting any of the Apartments involved, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction the Association or Owner, as the case shall be, shall duly record or file of record such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

- Department of Land Utilization Approval Required in Certain Cases. In order to insure compliance with the requirements of the Lanai Declaration and the Private Park Declaration, any additions or alterations to the exterior of Apartments and to their lanais and structures and landscaping in Common Elements shall be undertaken by the Association or any Apartment Owner only upon the review and approval by the Director of Land Utilization, City and County of Honolulu.
- Additions or Alterations Solely Within an Apartment. Notwithstanding anything to the contrary contained herein, each Owner of an Apartment shall have the right at any

time and from time to time at his sole cost and expense, and without the necessity of the consent or joinder of any other Apartment Owner or the amendment of the Declaration, but with the prior approval of the Board and with the presentation of such plans and specifications and other materials as the Board may require as more fully set forth in Article X, Section 6 of the Bylaws, to make any of the following alterations solely within the Apartment space as define in Section B.2(d) above: to install, maintain, remove, and rearrange partitions and other structures from time to time within such Apartments, and to paint, paper, panel, plaster, tile, finish, and do or cause to be done such other work on the interior surfaces of the ceilings, floors and walls within any such Apartment and to finish, alter or substitute any plumbing, electrical or other fixtures attached to said ceilings, floors and walls as shall be appropriate for the utilization of such Apartment by such Owner or the tenants or lessees thereof; provided, however, that nothing contained in this paragraph shall authorize any work or alteration which would jeopardize the soundness or safety of any part of the Project, reduce the value therefor, adversely affect any other Apartment, alter the uniform external appearance of the Project, violate the Lanai Declaration or affect or impair any easement or right of any other Apartment Owner.

4. Adjoining Apartments May Be Combined. The Owner of any two adjoining Apartments may, with the consent of any

mortgagee of such Apartments, alter or remove all or portions of the intervening wall which separates such Apartments if the structural integrity of the building in which the Apartments are located is not thereby affected and if the finish of the Common Elements then remaining is restored to a condition substantially comparable to that of the Common Elements prior to such alteration of the Common Elements; provided, however, that if the intervening wall affected is a load-bearing wall then, in addition to all other requirements set forth herein, any alteration or removal of all or portions of such wall shall also be done pursuant to written plans and specifications drawn by the original structural engineer for the Project, or his successor as selected by the Board, and such work shall be personally supervised by said engineer; provided further, however, that the Owner shall secure a performance and payment bond naming as obliques said Owner and collectively the Owners of all other Apartments as their interests may appear in a penal sum of not less than one hundred percent (100%) of the cost of any construction, guaranteeing the payment of funds in an amount necessary to ensure the completion thereof free and clear of all mechanics and materialmen's liens, and that any such construction shall be carried out in strict compliance with all applicable laws; provided further, however, that the approval of the Board shall be required to perform the alterations permitted herein which approval shall be given provided that the Owner of the adjoining Apartments complies

with all the terms and conditions relating to said alterations set forth herein. The Owner of such adjoining Apartments may install in and attach to such opening or openings in such wall, doors and other service devices and may remove and retain ownership of the items so installed. Upon the termination of the common ownership of such adjoining Apartments, any intervening wall which has been altered or removed pursuant to the foregoing provisions shall be restored to substantially the condition in which the same existed prior to such alteration or removal, if the new Owner or Owners do not consent to such alteration. Subject to the terms and conditions of this Declaration and Bylaws, and at the sole expense of the Apartment Owner involved, the Owner of any two such adjoining Apartments shall also have the right to make additions to or alterations and physical partitions within such Apartments; provided, that no work shall be done which would jeopardize the soundness or safety of the Project, reduce the value thereof, detract from the external appearance of the Apartments, or impair any easement, without in every such case the prior written consent of the mortgagees of such Apartments, the Board and all other Apartment Owners directly affected thereby (as determined by the Board).

5. Apartment Owners to Execute Amendment Documents in Certain Cases. In the event that any change or alteration made in accordance with Section L.4 requires an amendment to this Declaration and/or to the Condominium Map, such amendment

may be executed by the Owner of the affected Apartment or Apartments, and shall become effective upon recordation in the Bureau of Conveyances. Such amendment shall not require the consent or joinder of the Owner of any other Apartment or any other person or entity, other than any mortgagee of such Apartment or Apartments.

6. Park Place Club Facility Modifications.

Notwithstanding anything to the contrary contained herein, the Association, acting by its Board, upon the condition that the Association obtain an Opinion of Counsel that the Association may legally take such action, may from time to time install, maintain, rearrange or modify partitions, equipment, plumbing or electrical fixtures and other structures and facilities, and paint, paper, panel, plaster, tile or otherwise finish the floors, ceilings and walls of the Park Place Club; the Board may further alter or close any portion of the Facilities of the Park Place Club if the Board determines that such portion of the Facilities of the Park Place Club (a) presents a possible hazard to Owners, or (b) has been substantially underutilized or subjected to substantial misuse for a period of not less than one (1) year, provided however, that no Facility of the Park Place Club shall be altered or closed unless replaced with another facility having another recreational or social purpose such that the aggregate size of the Park Place Club not be reduced.

M. ESTABLISHMENT OF THE PARK PLACE CLUB

Each Apartment shall have appurtenant to it as part of the Common Interest a membership interest in the Park Place Club; in addition, the six (6) special members designated by the Developer pursuant to the reservation of membership rights in Article N herein and their respective successors and assigns shall be members of the Park Place Club. The Park Place Club shall be a recreational and social club using and having control over the Facilities of the Park Place Club, being those Common Elements on the first three (3) levels of the Project (including the basement level) and on the Koi Deck on the eighth floor on top of the parking structure, and which are more fully described in Section B.3(h) above and on the Condominium Map.

Those membership interests in the Park Place Club which are appurtenant to an Apartment shall not be separated from such Apartment and shall be deemed to be leased, conveyed or encumbered with such Apartment even though not expressly mentioned or described in the lease, conveyance or other instrument, subject to the following restrictions pertaining to the subletting of the membership to tenants or other occupants of the Apartment. Each such membership interest shall entitle the Owner and either (i) one other person cohabiting the Apartment, or (ii) the Owner's immediate family (or two officers of a corporate Owner) to membership in the Park Place Club and the exclusive right (together with the other members only) to use the Facilities of the Park Place Club, provided

that the names of each of such persons shall have been registered as members with the Board. An Owner may not let or rent the Park Place Club membership to any person who is not a tenant or other occupant of the Owner, but may let or rent the same to a tenant or other occupant of the Apartment and either (i) one other person cohabiting the Apartment with such tenant or occupant, or (ii) such tenant or occupant's immediate family members who are also occupants of the Apartment, which letting or rental of said membership shall be effective only upon written notification by the Owner to the Board and the registration of the tenant (or occupant) and his immediate family members with the Board; provided, however, that upon such letting or renting of said membership, the rights of the Owner (and anyone else claiming through or under such Owner with respect to membership in the Park Place Club and rights of use of the Facilities of the Park Place Club) shall be suspended until the termination of the letting or renting of the membership as aforesaid, evidenced by written notification from the Owner to the Board. The permittee or renter of a Park Place Club membership shall abide by all of the provisions of the Declaration, these Bylaws, the House Rules, as such pertain to the Park Place Club and any other regulations governing the use of the Project. An Owner may elect not to let or rent the Park Place Club membership to his tenant or other occupant of his Apartment, in which case the Owner shall retain sole rights to the Park Place Club membership and shall be responsible to

insure that his tenant or other occupants of his Apartment shall not use nor attempt to use the Facilities of the Park Place Club nor otherwise attempt to claim membership in or benefit in any way from the operation of the Park Place Club. The Board may elect to prescribe rules by which an Owner may let or rent to his tenant or other occupant rights to use some but not all of the Facilities of the Park Place Club.

The Board shall appoint the Governors for the Park
Place Club annually to serve at the pleasure of the Board, and
the Governors shall have such powers and duties with respect to
the Park Place Club as the Board shall determine. The
Governors shall have a chairman who shall be a member of the
Board appointed by the Board; such chairman shall both call and
conduct all meetings of the Governors. The Board shall have
(i) the power to establish user fees for the Facilities
including, but not limited to, the bowling alley, (ii) the
power to establish rules for use of the Facilities of the Park
Place Club by guests, and (iii) the power to determine hours of
operation and rules for the use of the Facilities of the Park
Place Club.

The Snack Bar and/or the Koi Deck food and beverage facility may be operated by the Association through its employees or may be operated $b_{\overline{Y}}$ a lineasee under a written licease from the Association. Any such licease shall be cancellable by either party on sixty (60) days' written notice.

N. RESERVATIONS OF RIGHTS BY DEVELOPER

- 1. Reservation of Six Special Memberships in the Park Place Club. Developer reserves to itself six (6) special memberships in the Park Place Club. The holders of such special memberships shall be designated in a document or documents recorded in the Bureau of Conveyances prior to December 31, 1991, or the right to so designate shall lapse. Once the Developer has designated a special member, such membership may be held, owned and enjoyed by such special member in accordance with those provisions of the House Rules established from time to time by the Association for members of the Park Place Club. The monthly membership fee for each of the six (6) special members of the Park Place Club shall be twenty-five percent (25%) of the total monthly assessment for Common Expenses for a Type A one (1) bedroom Apartment. Special memberships may be assigned without the requirement of consent by any party or the payment of any fee or charge by giving written notice of such assignment to the Board. A special member may elect from time to time to suspend his membership in the Park Place Club upon giving written notice thereof to the Association. During such period of suspension, the special member shall not be entitled to use the Facilities of the Park Place Club, nor shall he be liable for any monthly membership fees.
- 2. Reservation of Power to Grant Easements.

 Developer reserves to itself the non-exclusive right to grant from time to time within the Common Elements, easements and

rights-of-way over, under, and across the Common Elements for utilities, sanitary and storm sewers, drains, cable television and other utility services for two (2) or more Apartments and the non-exclusive right to grant easements for any purpose within any landscaped area of the Project and the right to relocate, realign or cancel the same, provided that such easements, their use, relocation, realignment, or cancellation shall not materially impair or interfere with the use of any Apartment.

3. Reservation for Sales Activities. In addition to any other rights reserved herein, the Developer hereby reserves the right for itself and its agents to use all areas of the Project to conduct sales of Apartments at the Project until Apartment Deeds are issued to Apartment purchasers with respect to all Apartments in the Project. Such right shall include the right to display model Apartments, operate a sales office, conduct advertising, place signs, use parking spaces and erect lighting in connection with such sale; provided that the Developer shall not, without the consent of the Apartment Owner, use any Apartment (or its Limited Common Elements) with respect to which an Apartment Deed has been issued and provided further, that in exercising such right, the Developer shall not interfere with the rights of any Apartment Owner to the use of, or access to, his Apartment or the Limited Common Elements appurtenant thereto.

AMENDMENT OF DECLARATION ο.

Except as otherwise provided herein or in the Act, this Declaration may be amended by affirmative vote of seventyfive percent (75%) of the Apartment Owners, evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, which amendment shall become effective upon recordation in said Bureau of Conveyances. Notwithstanding the foregoing and notwithstanding the sale of any of said Apartments, the Developer acting alone may amend this Declaration to: (1) file the "as built" verified statement (with plans, if applicable) required by Section 514A-12, Hawaii Revised Statutes, so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, Apartment numbers and dimensions of the Apartments as built, or, so long as any plans filed therewith involve only immaterial changes to the layout, location, apartment numbers, or dimensions of the Apartments as built; (2) to initially assign or to change from time to time the assignments of individual parking stalls to individual Apartments, provided, however, that the change in assignment of parking stalls for Apartments conveyed to a person other than the Developer may not be done without the consent of the Owners of said Apartments, which assignments or changes in assignments shall be accomplished by an amendment to the Declaration.

P. 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 the Declaration, duly executed by or pursuant to the affirmative vote of not less than eighty percent (80%) of the Apartment Owners, and consented to in writing by all holders of first mortgage liens affecting any of the Apartments of the Apartment Owners executing or voting for such amendment to the Declaration, removing the Project from the Condominium Property Regime established hereby, reconstituting all of the remaining Apartments and Common Elements to be restored as a new Condominium Property Regime and providing for the payment to each Owner of an Apartment not to be restored of the agreed value of such Apartment and its Common Interest, which payment shall include, without prejudice to the generality of the foregoing, all of the insurance proceeds or condemnation award payable for or on account of such Apartment and the Apartment Owner's proportionate share of any Capital Improvements Reserve Fund or General Operating Reserve without deduction for the cost of such restoration except for the Apartment Owner's proportionate share of the cost of debris removal.

O. ARBITRATION

Any dispute by or between the Association, and/or any Owner, and/or any tenants or occupants of the Project, on the one hand, and Developer, its general contractor, its contractors, architects, subcontractors and their predecessors

and/or successors in interest, on the other hand, arising out of or incident to the construction, development, or operation of the Project or the sale of any Apartment or any other aspect of the relationship between such entities regarding the Project shall be submitted to arbitration pursuant to the rules of the American Arbitration Association (hereinafter referred to as the "AAA") then in effect. Any person that desires to submit any issue or dispute to arbitration shall promptly so notify the other party in writing. Claims or disputes involving \$25,000 or less shall be heard by a single arbitrator. Claims involving more than \$25,000 or non-monetary issues shall be heard by a panel of three (3) arbitrators, which panel shall include no more than one (1) attorney. The arbitrators shall be selected by the AAA upon receiving notice from either party that a dispute exists. The decision of a majority of such arbitrators shall be final, conclusive and binding on the parties hereto. All proper costs and expenses of such arbitration including, without limitation, witness fees, attorney's fees and the fees of the arbitrators shall be charged to the party or parties in such amounts as the majority of the arbitrators shall determine at the time of the award. In the event of the failure, inability or refusal of any arbitrator to act, a new arbitrator shall be appointed in his stead by the AAA. An award so rendered shall be binding in all aspects and shall be subject to the provisions of Chapter 658, Hawaii Revised Statutes, as the same may be amended from time

to time. In the resolution of any dispute or controversy as set forth in this Section O. each party hereby irrevocably waives any right and claim to exemplary or punitive damages in any jurisdiction. Any documents of assignment, lease or conveyance of any Apartment or other interest in the Project shall be deemed to incorporate those provisions for arbitration of disputes set forth in this Section Q, as if the same were fully set forth in any such document. Any person who is injured by reason of the fact that a dispute subject to the provisions of this arbitration provision is resolved other than by arbitration may recover as damages the cost and expense incurred by reason of the fact that the dispute was not submitted to arbitration for resolution. Any arbitration proceedings under this Section Q will be submitted to arbitration in the City and County of Honolulu, State of Hawaii.

R. RESTRICTIVE COVENANTS

The Lanai Declaration and the Private Park

Declaration have been recorded in the Bureau of Conveyances

with respect to the Project. By this reference the foregoing

declarations are adopted and confirmed as part of this

Declaration.

S. INVALIDITY AND CHANGES IN LAW

The invalidity of any provision of this Declaration for any reason 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.

In the event of a change in statutory law applicable to this Project occurring after the recordation of the Declaration and the Bylaws, such change in law shall control over the provisions of the Declaration or the Bylaws only to the extent the legislative body enacting such change in law expressly provided that the provisions of such change in law shall control over provisions to the contrary in preexisting condominium documents.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 15th day of _______, 1989.

HONOLULU PARK PLACE LIMITED PARTNERSHIP, a Hawaii limited partnership

By PDHP Partners, a Hawaii limited partnership, Its General Partner

By PDHP, Inc., a Hawaii corporation

By Turge of Hutton

Developer

STATE OF HAWAII ss. CITY AND COUNTY OF HONOLULU

On this 15th day of June, 1989, before me appeared GEORGE F. HUTTON, to me personally known, who, being by me duly sworn, did say that he is the Vice President of PDHP, INC., a Hawaii corporation, that said PDHP, INC. is a general partner of PDHP PARTNERS, a Hawaii limited partnership, and said PDHP PARTNERS is a general partner of HONOLULU PARK PLACE LIMITED PARTNERSHIP, a Hawaii limited partnership; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors as general partner of (and on behalf of) PDHP PARTNERS by authority of the Partnership Agreement of PDHP PARTNERS; that PDHP PARTNERS executed the foregoing instrument as General Partner of (and on behalf of) HONOLULU PARK PLACE LIMITED PARTNERSHIP by authority of the Partnership Agreement of HONCLULU PARK PLACE LIMITED PARTNERSHIP; that said officer acknowledged said instrument to be the free act and deed as said officer of said PDHP, INC. as general partner of PDHP PARTNERS, as general partner of HONOLULU PARK PLACE LIMITED PARTNERSHIP.

> Novary Public, State of Hawaii My commission expires: 4/14/41

EXHIBIT A

All of that certain parcel of land situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT F-1-B, being a portion of Block "F" (portions of the lands described in and covered by Royal Patent Number 4484, Land Commission Award Number 7712, Apana 6, Part 3 to V. Kamamalu; Land Patent Grant Number 4005 to M. Kekuanaoa; Royal Patent Number 1958, Number 12, Land Commission Award No. 387, Part 1, Section 1, Number 6 to American Board of Commissioners for Foreign Missions; Royal Patent Number 293, Land Commission Awards Numbers 123 and 126 to A. Paki no Konia) and thus bounded and described as per survey of Kataichi Ninomiya, Registered Professional Land Surveyor, dated November 23, 1981, to-wit:

Beginning at the east corner of this piece of land and on the northwesterly side of Nuuanu Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 258.45 feet North and 3,483.95 feet West, thence running by azimuths measured clockwise from true South:

1.	41°	25′		51.84	feet along the northwesterly side of Nuuanu Avenue;
					Thence along the northwesterly side of Nuuanu Avenue on a curve to the right with a radius of 1,000.00 feet, the direct azimuth and distance of the chord being:
2.	45°	42'	30"	149.67	feet;
3.	50°	00′		103.99	feet along the northwesterly side of Nuuanu Avenue;
					Thence along the northwesterly side of Nuuanu Avenue on a curve to the right with a radius of 30.00 feet, the direct azimuth and distance of the chord being:
4.	950	00'		42.43	feet;
5.	140°	co,		190.11	feet along the northeasterly side of Beretania Street;

6.	230°	00'	10.00	feet along the remainder of R. P. 293, L. C. Aws. 123 and 126 to A. Paki no Konia:
7.	140°	00'	53.00	feet along the remainder of R. P. 1958, No. 12, L. C. Aw. 387, Part 1, Section 1, No. 6 to American Board of Commissioners for Foreign Missions and R. P. 293, L. C. Aws. 123 and 126 to A. Paki no Konia;
8.	230°	00'	165.65	feet along the remainders of Grant 5444 to Trustees of the B. P. Bishop Estate, and R. P. 1958, No. 12, L. C. Aw. 387, Part 1, Section 1, No. 6 to American Board of Commis- sioners for Foreign Missions;
9.	320°	00'	104.50	feet along remainders of R. P. 293, L. C. Aws. 123 and 126 to A. Paki no Konia and Grant 5444 to Trustees of the B. P. Bishop Estate;
10.	230°	00'	158.85	feet along the remainders of R. P. 4484, L. C. Aw. 7712, Ap. 6, Part 3 to V. Kamamalu, Grant 4005 to M. Kekuanaoa, and R. P. 293, L. C. Aws. 123 and 126 to A. Paki no Konia;
11.	320°	00'	149.67	feet along the remainder of R. P. 4484, L. C. Aw. 7712, Ap. 6, Part 3 to V. Kamamalu to the point of beginning and containing an area of 72,706 square feet, more or less.

SUBJECT, HOWEVER, to the following:

- 1. Title to all minerals and metallic mines reserved to the State of Hawaii.
- 2. "REVISED URBAN RENEWAL PLAN FOR THE KUKUI PROJECT (NO. HAWAII R-2), Honolulu Redevelopment Agency, City and County of Honolulu, Honolulu, Hawaii, May 9, 1972" was adopted by the Honolulu Redevelopment Agency on July 2, 1971 and approved by the Council of the City and County of Honolulu on

- May 9, 1972, as disclosed by that certain Affidavit dated September 26, 1972, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 8641, Page 432.
- 3. The terms, covenants, conditions and provisions of that certain Agreement dated December 20, 1980, recorded in said Bureau in Liber 15234, Page 644, by and between the City and County of Honolulu, a municipal corporation of the State of Hawaii, and CAP Development Corporation, a Hawaii corporation.
- 4. The terms, covenants, conditions and provisions of that certain Agreement for Master Plan Revision dated April 30, 1982, recorded in said Bureau in Liber 16346, Page 514, by and between the City and County of Honolulu, a municipal corporation of the State of Hawaii, and CAP Development Corporation, a Hawaii corporation.
- 5. Declaration of Restrictive Covenants (Lanais) dated January 27, 1989, recorded in said Bureau in Liber 22813, Page 68.
- 6. Declaration of Restrictive Covenants (Private Park) and Agreement Modifying Prior Private Park Declaration dated February 14, 1989, recorded in said Bureau in Liber 22883, Page 235.
- 7. An encroachment of a bus shelter roof situated on the adjoining land onto the land herein described, as shown on the plat of survey prepared by Richard K. Kawasaki, Registered Professional Surveyor, on February 14, 1988, designated Certificate No. 3844-S.
- 8. The terms, conditions and provisions of that certain Short Form Agency Agreement dated March 31, 1989, recorded in Liber 23054, Page 386, by and between the Mitsui Trust & Banking Co., Ltd., as Agent, and The Mitsui Trust & Banking Co., Ltd., Los Angeles Agency, Mitsui Leasing (U.S.A.) Inc., and Nittetsu Leasing (U.S.A.) Inc., as Lenders.
- 9. Mortgage dated March 31, 1989 and recorded in Liber 23054, Page 394, by and between Honolulu Park Place Limited Partnership, a Hawaii limited partnership, Mortgagor, and The Mitsui Trust & Banking Co., Ltd., a Los Angeles Agency, as Agent for The Mitsui Trust & Banking Co., Ltd., Los Angeles Agency, Mitsui Leasing (U.S.A.) Inc. and Nittetsu Leasing (U.S.A.) Inc., pursuant to Short Form Agency Agreement dated March 31, 1989, recorded in Liber 23054, Page 386, Mortgagee, to secure an indebtedness of \$75,000,000.00 and any other amounts payable under the terms thereof.
- 10. Financing Statement recorded in Liber 23054, Page 420, by and between Honolulu Park Place Limited Partnership, a

Hawaii limited partnership, Debtor, and The Mitsui Trust & Banking Co., Ltd., a Los Angeles Agency, as Agent, pursuant to that certain Short Form Agency Agreement dated as of March 31, 1989, recorded in Liber 23054, Page 386, Secured Party, covering all real and personal property therein described.

Assignment of Landlord's Interest recorded in Liber 23054, Page 427, by and between Honolulu Park Place Limited Partnership, a Hawaii limited partnership, Assignor, and The Mitsui Trust & Banking Co., Ltd., a corporation formed under the laws of Japan and acting through its Los Angeles Agency as Agent, pursuant to that certain Short Form Agreement dated as of March 31, 1989, recorded in Liber 23054, Page 386, Assignee, covering all of the right, title and interest of the Assignor as landlord or lessor under any and all tenant leases now or hereafter made covering the premises herein described as security for the repayment of \$75,000,000.00.

BEING the same premises conveyed to GRANTOR by Warranty Deed dated March 30, 1989, recorded in said Bureau in Liber 23054, Page 380.

HONOLULU PARK PLACE - Apartment Schedule

				SF Ar			
						§ Common	
		Bath				Interest	Pkg/Storage Assignments
301		1/1		264	1036	0.206579	3 - 13 E(C)(
302		2/2	905	113	1018	0.24215%	3 - 8 F(S)L
303		2/2	905 905	113	1018	0.24215%	3 - 15 F(S)L
307	CR	2/2	905 905	113	1018	0.24215%	3 - 10 F(S)L
309	C	2/2	905	113	1018	0.24215%	3 - 14 F(S)L
311			699	154	853	0.18704%	3 - 50 F(S)L
312	A	1/1	671	157	828	0.17954%	3 - 8 F(S)L 3 - 15 F(S)L 3 - 10 F(S)L 3 - 14 F(S)L 3 - 50 F(S)L 3 - 16 F(S)L
401	F	1/1	772	264	1036	0 20657%	A = 13 F/S)!
402		2/2	905		1018	0.24215%	4 - 8 F(S)1
403					1018	0.24215%	4 - 15 F(S)I.
407		2/2	905 905	113	1018	0.24215%	4 - 10 F(S)I.
409		2/2	905	113	1018	0.24215%	4 - 14 F(S)L
411	81	1/1	905 699 671	154	853	0.18704%	4 - 50 F(S)L
412	A	1/1	671	157	828	0.17954%	4 - 13 F(S)L 4 - 8 F(S)L 4 - 15 F(S)L 4 - 10 F(S)L 4 - 14 F(S)L 4 - 50 F(S)L 4 - 16 F(S)L
501	-	1/1	772	264	1036	0 206579	E 0 0/0\t
502		2/2	905	113	1018	0.2003/4	5 - 15 5(5)1
503		2/2	9.05	117	1018	0.242138	5 - 15 F(5)L
504		2/2	875 894 905	129	1004	0.234139	5 = 10 F(S)I
505		2/2	894	129	1023	0.239218	5 = 12 F(S)1.
507		2/2	905	113	1018	0.24215%	5 - 11 F(S)L
509		2/2	905	113	1018	0.24215%	5 - 9 F(S)L
511	B1	1/1	699	154	853	0.18704%	5 - 16 F(S)L
512	A	1/1	671	157	828	0.17954%	5 - 8 F(S)L 5 - 15 F(S)L 5 - 14 F(S)L 5 - 10 F(S)L 5 - 12 F(S)L 5 - 11 F(S)L 5 - 9 F(S)L 5 - 16 F(S)L 5 - 13 F(S)L
601	F	1/1	772	264	1036	0.206579	6 - 9 F/S)I
602		2/2	905		1018	0.24215%	6 - 15 F(S)L
603		2/2	905		1018	0.24215%	5 = 10 F(S)L
604		2/2			1004	0.23413%	5 - 14 F(S)L
605		2/2	875 894	129	1023	0.23921%	5 - 12 F(S)L
607	CR	2/2	905	113	1018	0.24215%	5 - 11 F(S)L
609	С	2/2	905	113	1018	0.24215%	5 - 9 F(5)L
611		1/1	699	154	853	0.18704%	5 - 16 F(5)L
612	A	1/1	671	157	828	0.17954%	6 - 8 F(S)L 6 - 15 F(S)L 5 - 10 F(S)L 5 - 14 F(S)L 6 - 12 F(S)L 5 - 11 F(S)L 6 - 9 F(S)L 6 - 9 F(S)L 6 - 13 F(S)L
701	E	1/1	772	264	1036		7 - 8 F(S)L 7 - 15 F(S)L 7 - 10 F(S)L 7 - 14 F(S)L 7 - 12 F(S)L 7 - 11 F(S)L 7 - 9 F(S)L
	CR	2/2	905		1018	0.24215%	7 - 15 F(S)L
703	С	2/2	905		1018	0.24215%	7 - 10 F(S)L
704		2/2	875		1004	0.23413%	7 - 14 F(S)L
		2/2	894		1023	0.23921%	7 - 12 F(S)L
		2/2	905		1018	0.24215%	7 - 11 F(S)L
709	С	2/2	905	113	1018	0.24215%	7 - 9 F(S)L

PARKING STALL AND STORAGE LOCKER NUMBERING CODE

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

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HONOLULU PARK FLACE - Apartment Schedule

				SF Ar	ea		
Unit	Apt	Brm/				3 Common	
No.	туре	Bath	Net	Lanaı	Total	Interest	Pkg/Storade Assidnments
		` '1		154	062	2 197048	1 - 16 F/C)1
711	81	1/1	671	157	999	0.107045	7 - 16 F(S)L 7 - 13 F(S)L
122	~	1/1	9,1	13,	320	0.1/3344	13 1 (3)1
801	F	1.11	772	264	1036	0.20657%	7 - 41 (S)L
802	CR	2/2	905	113	1018	0.24215%	5 - 25 (S)L
803	C	2/2	905	113	1018	0.24215%	5 - 21 (S)L
804	D2	2/2	875	129	1004	0.23413%	5 - 52 (S)L
805	Dl	2/2	894	129	1023	0.23921%	5 - 33 (S)L
806	C	2/2	905	155	1060	0.24215%	3 - 26 (S)L
807	CR	2/2	905	113	1018	0.24215%	5 - 40 (S)L
808	CR	2/2	905	155	1060	0.24215%	3 - 44 (S)L
809	C	2/2	905	113	1018	0.242158	5 - 41 (5)L
810	BZ	1/1	612	263	875	0.163763	B = 15 (5)L
811	BI	1/1	671	157	923	0.10/046	B = 2 (S)I
812	A	1/1	6/1	137	026	0.1/9348	7 - 41 (S)L 5 - 25 (S)L 5 - 21 (S)L 5 - 52 (S)L 5 - 33 (S)L 3 - 26 (S)L 5 - 40 (S)L 3 - 44 (S)L 5 - 41 (S)L 8 - 15 (S)L 8 - 7 (S)L 8 - 2 (S)L
001	E	1 / 1	772	264	1036	0.20657%	7 - 63 (S)L
902	ČR.	2/2	905	113	1018	0.24215%	5 - 54 (S)L
903	c	2/2	905 905 875 894 905	113	1018	0.24215%	5 - 56 (S)L
904	D2	2/2	875	129	1004	0.23413%	5 - 57 (S)L
905	D1	2/2	894	129	1023	0.23921%	2 - 9 (S)L
906	C	2/2	905	113	1018	0.24215%	4 - 23 (S)L
907	CR	2/2	905	113	1018	0.24215%	5 - 38 (S)L
308	CR	2/2	905	113	1018	0.24215%	4 - 38 (S)L
909	C	2/2	905 905 905 612 699	113	1018	0.24215%	5 - 44 (S)L
910	B2	1/1	612	154	766	0.16376%	B - 12 (S)L
911	BT	1/1	671	154	923	0.18704%	B = 1 (S)L
912	A	1/1	9/1	157	040	0.1/9546	7 - 63 (S)L 5 - 54 (S)L 5 - 56 (S)L 5 - 57 (S)L 2 - 9 (S)L 4 - 23 (S)L 5 - 38 (S)L 4 - 38 (S)L 4 - 38 (S)L 5 - 44 (S)L 8 - 12 (S)L 8 - 1 (S)L 8 - 18 (S)L
1001	F	1/1	772	264	1036	0.20657%	4 - 1 (5)L
1002	CR	2/2	772 905	113	1018	0.24215%	5 - 34 (S)L
1003	C	2/2	905 875 894	113	1018	0.24215%	23 (5)L
1004	D2	2/2	875	129	1004	0.23413%	4 - 51 (S)L
1005	Dl	2/2	894	129	1023	0.23921%	4 - 46 (S)L
1006	C	2/2	905 905	113	1018	0.242159	5 - 47 (S)L
1007	CR	2/2	905	113	1018	0.24215%	2 - 16 (S)L
1008	CR	2/2	905	113	1018	0.24215%	4 - 55 (S)L
1009	C	2/2 1/1	905	113	1018	0.24215%	5 - 49 (S)L
1010	82	1/1	612	154	766	0.16376%	5 - 1 (S)L
1011	BI	1/1	699 671	154	853	0.18/04%	B = 4 (S)L
1012	. А	1/1	6/1	15/	628	0.1/9348	41 (S)L 5 - 34 (S)L 23 (S)L 4 - 51 (S)L 4 - 46 (S)L 5 - 47 (S)L 2 - 16 (S)L 4 - 55 (S)L 6 - 49 (S)L 6 - 1 (S)L 8 - 4 (S)L 9 - 1 (S)L
1101	Ε	1/1					6 - 26 (S)L

PARRING STALL AND STORAGE LOCKER NUMBERING CODE

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'5" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

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		SF Ar			
No. Type		Net Lanai	Total	<pre>3 Common Interest</pre>	Pkg/Storage Assignments
1102 CR 1103 C 1104 D2 1105 D1 1106 C 1107 CR 1108 CR 1109 C 1110 B2 1111 B1	2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 1/1 1/1	905 113 905 129 875 129 894 129 905 113 905 113 905 113 905 113	1018	0.24215% 0.24215% 9.23413% 0.23921% 0.24215% 0.24215% 0.24215% 0.16376% 0.16376%	5 - 46 (S)L 4 - 52 (S)L L - 6 (S)L 3 - 20 (S)L 5 - 39 (S)L 2 - 1 (S)L 4 - 26 (S)L 2 - 12 (S)L L - 49 (S)L B - 14 (S)L 5 - 1 (S)L
1112 A 1201 E 1202 CR 1203 C 1204 D2 1205 D1 1206 C 1207 CR 1208 CR 1209 C 1210 B2 1211 B1 1212 A	1/1 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2	772 264 905 113 905 113 875 129 894 129 905 113 905 113	828 1036 1018 1018 1004 1013 1018 1018 1018 766 853 828	0.17954% 0.20657% 0.24215% 0.24215% 0.2321% 0.24215% 0.24215% 0.24215% 0.16376% 0.18704% 0.17954%	5 - 1 (S)L 6 - 25 (S)L 2 - 10 (S)L 4 - 43 (S)L 3 - 23 (S)L 3 - 39 (S)L 5 - 43 (S)L 4 - 34 (S)L 2 - 14 (S)L 2 - 14 (S)L 4 - 20 (S)L 2 - 50 (S)L B - 10 (S)L 7 - 55 (S)L
1308 CR 1309 C 1310 B2 1311 B1 1312 A	2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 1/1 1/1	772 264° 905 113 905 113 875 129 894 129 905 113 905 113 905 113 612 154 6691 157		0.20657% 0.24215% 0.24215% 0.23413% 0.23921% 0.24215% 0.24215% 0.24215% 0.16376% 0.18704% 0.17954%	6 - 51 (S)L 4 - 21 (S)L L - 4 (S)L 3 - 21 (S)L 2 - 24 (S)L 5 - 45 (S)L 4 - 58 (S)L 4 - 22 (S)L 4 - 57 (S)L 7 - 1 (S)L 7 - 54 (S)L 7 - 58 (S)L
1401 E 1402 CR 1403 C 1404 D2 1405 D1	2/2 2/2 2/2	772 264 905 113 905 113 875 129 894 129	1036 1018 1018 1004 1023	0.206578 0.242158 0.242158 0.234138 0.239218	6 - 53 (S)L 4 - 45 (S)L 3 - 51 (S)L 3 - 57 (S)L 7 - 66 A(C) 7 - 66 B(C)L

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Ccmpact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

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HONOLULU PARK PLACE - Apartment Schedule

// b	0	SF Area		ł Common		
No. Type	Brm/ Bath Net	Lanaı To	otal	Interest	Pkq/Storage As	signments
1406 C 1407 CR 1408 CR	2/2 905 2/2 905 2/2 905 2/2 905	113 1 113 1 113 1	1018 1018 1018 1018	0.24215% 0.24215% 0.24215% 0.24215%	4 - 49 (S)L 4 - 61 (S)L 4 - 48 (S)L	
1411 B1 1412 A	1/1 612 1/1 699 1/1 671	157	766 853 828	0.16376% 0.18704% 0.17954%	B - 13 (S)L 7 - 57 (S)L 7 - 20 (S)L	
1502 CR 1503 C 1504 D2 1505 D1	1/1 772 2/2 905 2/2 905 2/2 875 2/2 894 2/2 905	113 1 113 1 129 1	1036 1018 1018 1094 1023 1018	0.20657% 0.24215% 0.24215% 0.23413% 0.23921%	6 - 55 (S)L L - 9 (S)L 3 - 42 (S)L 3 - 49 (S)L 5 - 63 A(C)	5 - 63 B(C)L
1507 CR 1508 CR 1509 C 1510 B2	2/2 905 2/2 905 2/2 905 2/2 905 1/1 612 1/1 699	113 1 113 1 113 1 154	1018 1018 1018 766 853	0.24215% 0.24215% 0.24215% 0.16376% 0.18704%	2 - 15 (S)L L - 7 (S)L 4 - 41 (S)L L - 8 (S)L B - 8 (S)L 7 - 21 (S)L	
1512 A 1601 E 1602 CR	1/1 671 1/1 772 2/2 905 2/2 905	157 264 113	828 1036 1018 1018	0.000579	7 - 23 (S)L	
1604 D2 1605 D1 1606 C 1607 CR	2/2 875 2/2 894 2/2 905 2/2 905 2/2 905	129 129 113 113	1004 1023 1018 1018 1018	0.23413% 0.23921% 0.24215% 0.24215%	3 - 61 (5)L 2 - 26 (S)L 2 - 54 (S)L 3 - 63 A(C) 4 - 24 (S)L 3 - 55 (S)L 4 - 4 (S)L 3 - 54 (S)L 8 - 6 (S)L	3 - 63 B(C)L
1609 C 1610 B2 1611 B1	2/2 905 1/1 612 1/1 699 1/1 671	113 154 154	1018 766 853 828	0.24215% 0.24215% 0.16376% 0.18704% 0.17954%	3 - 54 (S)L B - 6 (S)L 7 - 36 (S)L 7 - 44 (S)L	
1702 CR 1703 C 1704 D2 1705 D1 1706 C	1/1 772 2/2 905 2/2 905 2/2 875 2/2 894 2/2 905 2/2 905 2/2 905 2/2 905	113 113 129 129 113 113	1036 1018 1018 1004 1023 1018 1018 1018	0.20657% 0.24215% 0.24215% 0.23413% 0.23921% 0.24215% 0.24215% 0.24215%	6 - 33 (S)L 3 - 45 (S)L 7 - 69 A(C) 6 - 66 A(C) 7 - 71 A(S) 4 - 54 (S)L 3 - 56 (S)L 4 - 47 (S)L 3 - 43 (S)L	7 - 69 B(C)L 6 - 66 B(C)L 7 - 71 B(C)L

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

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HONOLULU PARK PLACE - Apartment Schedule

				SF Ar			
						Common	
	Type	Bath			Total	Interest	Pkg/Storage Assignments
1710	B 2	1,1		154	766	0.16376%	8 - 5 (S)L
1711		1/1	699	154	853		7 - 24 (S)L
1712		1/1	671	157	828	0.17954%	7 - 46 (S)L
1/12	n	1/2	471	23,	020	0.1/3344	46 (3)L
1301	Ē	1/1	772	264	1036	0.20657%	6 - 42 (S)L
1802	CR	2/2	905	113	1018	0.24215%	6 - 42 (S)L 2 - 22 (S)L
1803	C	2/2	905	113	1018	0.24215% 0.23413%	4 - 63 A(C) 4 - 63 B(C)I
1804	D2	2/2	875	129	1004	0.23413%	4 - 63 A(C) 4 - 63 B(C)L 4 - 66 A(C) 4 - 66 B(C)L 6 - 70 A(S) 6 - 70 B(C)L
1805	Dl	2/2	894	129	1023	0.23921%	6 - 70 A(S) 6 - 70 B(C)L
1806	C	2/2	905	113	1018	0.24215% 0.24215%	4 - 40 (S)L
1807		2/2	905	113	1018	0.24215%	3 - 48 (S)L
1808		2/2	905	113	1018	0.24215%	L - 11 (S)L 3 - 47 (S)L B - 3 (S)L
1809		2/2	905	113	1018	0.24215%	3 - 47 (S)L
1810		1/1	612	154	766	0.16376%	B - 3 (S)L
1811		1/1	699	154	853	0.18704%	7 - 45 (S)L 7 - 29 (S)L
1812	λ	1/1	671	157	828	0.17954%	7 - 29 (S)L
1901	Ē	1/1	772	264	1036	0.20657%	6 = 57 (S)t.
1902		2/2	905	113	1018	0.24215%	6 - 57 (S)L 6 - 64 A(C) 6 - 64 B(C)L
1903		2/2	905	113	1018	0.24215%	7 - 70 A(S) 7 - 70 B(C)
1904		2/2	875	129	1004	0.23413%	7 - 70 A(S) 7 - 70 B(C)L 7 - 68 A(S) 7 - 68 B(C)L 5 - 70 A(S) 5 - 70 B(C)L 4 - 39 (S)L 2 - 53 (S)L
1905		2/2	894	129	1023	0.23921%	5 - 70 A(S) 5 - 70 B(C)
1906	С	2/2	905	113	1018	0.24215%	4 - 39 (S)L
1907	CR	2/2	905	113	1018	0.24215%	2 - 53 (S)L
1908	CR	2/2	905	113	1018	0.242158	3 - 25 (S)L
1909	С	2/2	905	113	1018	0.24215%	2 - 52 (S)L
1910	B2	1/1	612	154	766	0.16376%	B - 16 (S)L
1911	B1	1/1	699	154	853	0.18704%	7 - 25 (S)L
1912	A	1/1	671	157	828	0.17954%	7 - 23 (S)L 7 - 61 (S)L
2001	Ε	1/1	772	264	1036	0.20657%	6 = 33 (5)).
2002		2/2	905		1018	0.24215%	6 - 38 (S)L 4 - 71 A(C) 4 - 71 B(C)L
2003		2/2	905		1018	0.24215%	6 - 72 A(S) 6 - 72 B(C)L
2004		2/2	875		1004		6 - 68 A(S) 6 - 68 B(C)I
2005		2/2	894		1023	0 270319	1 - 65 1/61 1 - 65 8/617
2006		2/2	905		1018	0.24215%	4 - 59 (S)L
2007		2/2	905		1018	0.24215%	7 - 74 A(C) 7 - 74 B(C)L
2008		2/2	905		1018	0.24215%	3 - 53 (S)L
2009	C	2/2	905	113	1018	0.24215%	6 - 63 A(C) 6 - 63 B(C)L
2010	B 2	1/1	612		766	0.16376%	B - 11 (S)L
2011		1/1	699		853	0.18704%	7 - 60 (S)L
2012	A	1/1	671	157	828	0.17954%	3 - 63 A(S) 4 - 59 (S)L 7 - 74 A(C) 7 - 74 B(C)L 3 - 53 (S)L 6 - 63 A(C) 6 - 63 B(C)L B - 11 (S)L 7 - 60 (S)L 7 - 48 (S)L

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(5)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

27-Fep-34

- 5 -

HONOLULU FARK PLACE - Apartment Schedule

			SF Are			
	Apt Brm ype Bat		Lanaı		<pre>3 Common Interest</pre>	Pk:/Storage Assignments
2101 E 2102 C 2103 C 2104 D 2105 D 2106 C 2107 C 2108 C 2109 C 2110 B 2111 E 2112 A	R 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2	905 905 875 894 905 905 905 905 612 699	264 113 113 129 113 113 113 115 154	1036 1018 1018 1004 1023 1018 1018 1018 766 853 828	0.20657% 0.24216% 0.24216% 0.234213% 0.23921% 0.24216% 0.24216% 0.24216% 0.16376% 0.18704% 0.17954%	6 - 59 (S)L 7 - 73 A(S) 7 - 73 B(C)L 4 - 67 A(S) 4 - 67 B(C)L 5 - 68 A(S) 5 - 68 B(C)L 7 - 18 A(S) 7 - 18 B(S)L L - 10 (S)L 5 - 71 A(C) 5 - 71 B(C)L 3 - 40 (S)L 5 - 66 A(C) 5 - 66 B(C)L 7 - 22 (S)L 7 - 47 (S)L 7 - 50 (S)L
2201 E 2202 C 2203 C 2204 D 2205 D 2206 C 2207 C 2208 C 2209 C 2210 E 2211 E 2212 A	2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2	905 905 875 894 905 905 905 905 612 695	264 113 129 129 113 113 113 154 154	1036 1018 1018 1004 1023 1018 1018 1018 1018 766 853 828	0.20657% 0.24216% 0.24216% 0.23921% 0.23921% 0.24216% 0.24216% 0.24216% 0.16376% 0.18704% 0.17954%	6 - 48 (S)L 5 - 65 A(S) 5 - 65 B(C)L 3 - 69 A(S) 3 - 69 B(C)L 4 - 69 A(S) 4 - 69 B(C)L 7 - 39 A(S) 7 - 39 B(S)L L - 12 (S)L 3 - 66 A(C) 3 - 66 B(C)L 3 - 58 (S)L 3 - 71 A(C) 3 - 71 B(C)L 7 - 56 (S)L 7 - 62 (S)L 4 - 9 (S)L
2301 E 2302 C 2303 C 2304 E 2305 E 2306 C 2307 C 2308 C 2308 C 2311 E 2311 E	2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2	905 905 875 894 905 905 905 905 905 905 905	264 113 113 129 113 113 113 113 154 154	1036 1018 1018 1004 1023 1018 1018 1018 1018 766 853 828	0.20657% 0.24216% 0.24216% 0.23413% 0.23921% 0.24216% 0.24216% 0.24216% 0.163764% 0.17954%	3 - 11 'S)L 4 - 70 A S)
2401 1 2402 0 2403 0 2404 1	CR 2/2	905 905	264 113 113 129	1036 1018 1018 1004	0.20657% 0.24216% 0.24216% 0.23413%	

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'5" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

07-Feb-89

HONOLULU PARK PLACE - Apartment Schedule

		_		SF Ar			
No.		Brm/ Bath			Total	<pre>3 Common Interest</pre>	Pkg/Storade Assignments
2405 2406		2/2	894 905	129 113	1023 1018	0.23921%	5 - 35 A(S) 5 - 35 B(S)L 3 - 34 (S)L
2407 2408		2/2 2/2	905 905	113 113	1018	0.24216% 0.24216%	5 - 72 A(S) 5 - 72 B(C)L 2 - 25 (S)L
2409	C	2/2	905	113	1018	0.24216%	4 - 65 A(S) 4 - 65 B(C)L
2410 2411	Bl	1/1	612 699	154 154	766 853	0.16376% 0.18704%	7 - 37 (S)L 6 - 24 (S)L
2412	A	1/1	671	157	828	0.17954%	6 - 22 (S)L
2501 2502		1/1 2/2	772 905	264 113	1036 1018	0.20657% 0.24216%	5 - 26 (S)L 7 - 65 A(S) 7 - 65 B(S)L
2503		2/2	905	113	1018	0.24216%	5 - 19 A(S) 5 - 19 B(S)L
2504		2/2	875	129	1004	0.23413%	6 - 27 A(S) 6 - 27 B(S)LR
2505	D1	2/2	894	129	1023	0.23921%	5 - 29 A(S) 5 - 29 B(S)L
2506		2/2	905	113	1018	0.24216%	3 - 38 (S)L
2507		2/2	905	113	1018	0.24216%	3 - 72 A(S) 3 - 72 B(C)L
2508		2/2	905	113	1018	0.24216%	7 - 67 A(C) 7 - 67 B(C)L
2509		2/2	905	113	1018	0.24216%	7 - 17 A(S) 7 - 17 B(S)L
2510 2511		1/1	612 699	154 ¹	766 853	0.16376% 0.18704%	7 - 43 (S)L
2511		1/1	671	157	828	0.17954%	6 - 52 (S)L 6 - 54 (S)L
2312	A	-	6/1	137	020	0.179546	(3,2
2601		1/1	772	264	1036	0.20657%	5 - 24 (S)L
2602		2/2	905	113	1018	0.24216%	7 - 31 A(S) 7 - 31 B(S)LR
2603		2/2 2/2	905 875	113 129	1018 1004	0.24216% 0.23413%	6 - 28 A(S) 6 - 28 B(S)LR
2604 2605		2/2	894	129	1023	0.23921%	3 - 37 A(S) 3 - 37 B(S)L 2 - 35 A(S) 2 - 35 B(S)L
2606		2/2	905	113	1018	0.24216%	2 - 23 (S)L
2607		2/2	905	113	1018	0.24216%	$6 - 18 \text{ A(S)} \qquad 6 - 18 \text{ B(S)L}$
2608		2/2	905	113	1018	0.24216%	5 - 64 A(C) 5 - 64 B(C)L
2609	С	2/2	905	113	1018	0.24216%	6 - 19 A(S) 6 - 19 B(S)L
2610		1/1	612	154	766	0.16376%	7 - 25 (S)L
2611		1/1	699	154	85 3	0.18704%	6 - 61 (5)L
2612	A	1/1	671	157	828	0.17954%	6 - 34 (S)L
2701		1/1	772	264	1036	0.20657%	5 - 22)L
2702 2703	-	2/2 2/2	905 905	113 113	1018 1018	0.24216% 0.24216%	5 - 18 A(S) 5 - 18 B(S)L 4 - 19 A(S) 4 - 19 B(S)L
2703		2/2	905 875	129	1018	0.23413%	4 - 19 A(S) 4 - 19 B(S)L 2 - 36 A(S) 2 - 36 B(S)L
2705		2/2	894		1023	0.23921%	L - 16 A(S) L - 16 B(S)L
2706		2/2	905	113	1018	0.24216%	2 - 55 (S)L
2707		2/2	905		1018	0.24216%	6 - 62 A(S) 6 - 62 B(S)L
2708		2/2	905		1018	0.24216%	3 - 64 A(C) 3 - 64 B(C)L
							,

PARKING STALL AND STORAGE LOCKER NUMBERING CODE

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

07-Fep-89

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HONOLULU PARK PLACE - Apartment Schedule

				SF Are			
No.	Apt Type	Brm/ Bath		Lanaı	Total	} Common Interest	Pkg/Storage Assignments
2709 2710 2711 2712	B2 B1	2/2 1/1 1/1 1/1	905 612 699 671	113 154 154 157	1018 766 853 828	0.24216% 0.16376% 0.18704% 0.17954%	7 - 30 A(S) 7 - 30 B(S)LR 7 - 26 (S)L 6 - 20 (S)L 6 - 41 (S)L
2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812	CR CD2 D1 CCR CR CR B2 B1	1/1 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 1/1 1/1	772 905 905 875 894 905 905 905 612 699	264 113 129 129 113 113 113 113 154 154	1036 1018 1018 1004 1023 1018 1018 1018 766 853 828	0.20657% 0.24216% 0.24216% 0.23413% 0.23921% 0.24216% 0.24216% 0.24216% 0.16376% 0.18704% 0.17954%	5 - 53 (S)L 5 - 62 A(S) 5 - 62 B(S)L 4 - 62 A(S) 4 - 62 B(S)L 3 - 27 A(S) 3 - 27 B(S)LR L - 18 A(S) L - 18 B(S)L 6 - 71 A(C) 6 - 71 B(C)L 5 - 17 A(S) 5 - 17 B(S)L 7 - 72 A(S) 7 - 72 B(C)L 7 - 32 A(S) 7 - 32 B(C)L 7 - 27 (S)L 6 - 40 (S)L 6 - 56 (S)L
2901 2902 2903 2904 2905 2907 2908 2909 2910 2911 2912	CR CD2 D1 CCR CR CR CB2 B1	1/1 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 1/1 1/1	772 905 905 875 894 905 905 905 612 699	113 113 154 154	1036 1018 1018 1004 1023 1018 1018 1018 1018 766 853 828	0.20657% 0.24216% 0.24216% 0.23921% 0.24216% 0.24216% 0.24216% 0.24216% 0.16376% 0.18704%	5 - 61 (S)L 4 - 18 A(S) 4 - 18 B(S)L 3 - 18 A(S) 3 - 18 B(S)L 3 - 29 A(S) 3 - 29 B(S)L L - 35 A(S) L - 35 B(S)L 4 - 64 A(C) 4 - 64 B(C)L 5 - 37 A(S) 5 - 37 B(S)L 6 - 69 A(S) 5 - 36 B(S)L 7 - 59 (S)L 6 - 43 (S)L 6 - 39 (S)L
3001 3002 3003 3004 3005 3006 3007 3008 3010 3011 3012	CR CD2 D1 CCR CR CR B2	1/1 2/2 2/2 2/2 2/2 2/2 2/2 2/2 1/1 1/1	772 905 905 875 894 905 905 905 612 699	113 129 129 129 113 113 113 113 154	1036 1018 1018 1004 1023 1018 1018 1018 1018 766 353 328	0.206578 0.242168 0.242163 0.239218 0.242168 0.242168 0.242168 0.242168 0.163768 0.187048 0.179548	5 - 20 (S)L 4 - 37 A(S)

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

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37-Feb-89

HONOLULU PARK PLACE - Apartment Schedule

				SF Ar			
		Brm/ Bath				Common	Pkg/Storage Assignments
NO.	Type	Bach 	796	Lanai		1.1001050	FRG/Storage Assignments
3101	E	1/1	772	264	1036	0.20657%	5 - 53 (S)L
3102	CR	2/2	905	113	1018	0.24216%	2 12 1/21 2 12 2 2
3103	C	2/2	905	113	1018	0.24216%	2 - 17 A(S) 2 - 17 B(S)L
3104		2/2	375	129	1004	0.23413%	L - 34 A(S) L - 34 B(S)L
3105		2/2	894	129	1023	0.23921%	2 - 28 A(S) 2 - 28 B(S)ER
3106		2/2	905	113	1018	0.24216%	6 - 67 A(S) $6 - 67 B(C)L$
3107		2/2	905	113	1018	0.24216%	2 - 17 A(S) 2 - 17 B(S)L L - 34 A(S) L - 34 B(S)L 2 - 28 A(S) 2 - 28 B(S)LR 5 - 67 A(S) 6 - 67 B(C)L 4 - 36 A(S) 4 - 36 B(S)L 4 - 72 A(S) 4 - 72 B(C)L 4 - 35 A(S) 4 - 35 B(S)L
3108		2/2 2/2	905 905	113	1018	0.242168	4 - 72 A(S) 4 - 72 B(C)L
3109 3110		1/1	612	154	766	0.242106	4 - 35 A(S) 4 - 35 B(S)L
3111		1/1	699		853	0.103/08	7 - 49 (S)L 6 - 44 (S)L
3112		1/1	671	157	828	0.17954%	6 - 60 (S)L
3112		-/-	0,1	13,	024	0.1,,,,,	0 - 00 (3)2
3201	Ε	1/1	772	264	1036	0.20657%	5 - 59 (S)L
3202		2/2	905	113	1018	0.24216%	3 - 36 A(S) 3 - 36 B(S)L
3203		2/2	905	113	1018	0.24216%	2 - 19 A(S) 2 - 19 B(S)L
3204	D2	2/2	875	129	1004	0.23413%	5 - 59 (S)L 3 - 36 A(S) 3 - 36 B(S)L 2 - 19 A(S) 2 - 19 B(S)L L - 36 A(S) L - 36 B(S)L 5 - 67 A(S) L - 26 B(S)LR 5 - 67 A(S) 5 - 67 B(C)L 5 - 28 A(S) 5 - 28 B(S)LR 3 - 70 A(S) 3 - 70 B(C)L 5 - 27 A(S) 5 - 27 B(S)LR 7 - 51 (S)L 6 - 46 (S)L
3205	D1	2/2	894	129	1023	0.23921%	L - 26 A(S) L - 26 B(S)LR
3206		2/2	905	113	1018	0.24216%	5 - 67 A(S) 5 - 67 B(C)L.
3207		2/2	905		1018	0.24216%	5 - 28 A(S) 5 - 28 B(S)LR
3208		2/2	905		1018	0.24216%	3 - 70 A(S) 3 - 70 B(C)L
3209		2/2	905		1018	0.24216%	5 - 27 A(S) 5 - 27 B(S)LR
3210		1/1	612		766	0.16376%	7 - 51 (S)L
3211		1/1	69 9 671	154 157	853 828		
3212	A	1/1	917	15/	828	0.17954%	6 - 49 (S)L
3301	E	1/1	772	264	1036	0.20657%	2 = 8 51f.
3302		2/2	905		1018	0.24216%	2 - 8 S)L 4 - 29 A S) 4 - 29 B(S)L
3303		2/2	905		1018	0.24216%	2 - 37 A(S) $2 - 37 B(S)L$
3304	D2	2/2	875	129	1004	0.23413%	2 - 27 A(S) 2 - 27 B(S)LR
33 05	D1	2/2	894	129	1023	0.23921%	L - 27 A(S) L - 27 B(S)LR
3306	C	2/2	905		1018	0.24216%	4 - 68 A(S) 4 - 68 B(C)L
3307		2/2	905		1018	0.24216%	3 - 35 A(S) 3 - 35 B(S)L
3308		2/2	905		1018	0.24216%	7 - 38 A(S) 7 - 38 B(S)L
3309		2/2	905		1018	0.24216%	4 - 29 A S) 4 - 29 B(S)L 2 - 37 A(S) 2 - 37 B(S)L 2 - 27 A(S) 2 - 27 B(S)LR L - 27 A(S) L - 27 B(S)LR 4 - 68 A(S) 4 - 68 B(C)L 3 - 35 A(S) 3 - 35 B(S)L 7 - 38 A(S) 7 - 38 B(S)L 3 - 19 A(S) 3 - 19 B(S)L
3310		1/1	612		766	0.100,00	(-)
3311		1/1	699		853	0.18704%	5 - 47 (S)L 3 - 12 (S)T.
3312	A	1/1	671	157	828	0.17954%	3 - 12 (S)L
3401	E	1/1	772	264	1036	0.206579	4 - 25 (S)L
3402		2/2	905		1018	0.24216%	2 - 18 A(S) 2 - 18 B(S)L
3403		2/2	905		1018	0.24216%	3 - 28 A(S) 3 - 28 B(S)LR

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

37-Fep-44

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HONOLULU PARK PLACE - Apartment Schedule

			SF Area				
Unit		Brm/				} Common	Dim (Channel Name)
No.	Type	Bath	Net	Lanaı	Total	Interest	Pkg/Storage Assignments
3404	D2	2/2	975	129	1004	0.23413%	2 - 29 A(S) 2 - 29 B(S)L
3405		2/2	894	129	1023	0.23921%	L - 28 A(S) L - 28 B(S)L
3406		2/2	905	113	1018	0.24216%	3 - 67 A(S) 3 - 67 B(C)L
3407		2/2	905	113	1018	0.24216%	4 - 27 A(S) 4 - 27 B(S) LR
3408		2/2	905	113	1018	0.24216%	6 - 35 A(S) 6 - 35 B(S)L
3409		2/2	905	113	1018	0.24216%	4 - 28 A(S) 4 - 28 B(S)LR
3410	82	1/1	612	154	766	0.16376%	6 - 23 (S)L
3411	B1	1/1	699	154	853	0.18704%	3 - 9 (S)L
3412	A	1/1	671	157	828	0.17954%	3 - 1 (S)L
3501	DHF	1/1	772	264	1036	0.20657%	2 - 61 (S)L
	PHCR			Incl	1200	0.32109%	L = 54 (S)L 4 = 4 (S)
3503		2/2		Incl	1218	0.32591%	L = 56 (S)L 2 = 5 (S)
	PHD2		875	123	1004	0.23413%	2 - 40 (S)L 6 - 50 (S)L
	PHD1		894	129	1023	0.23921%	2 + 42 (S)L 7 - 7 (S)
3506	PHC	2/2	1218	Incl	1218	0.32591%	2 - 48 (S)L $6 - 3$ (S)
	PHCR			Incl	1218	0.32591%	L = 20 (5)L 4 = 2 (S)
	PHCR			Incl	1218	0.32591%	L = 22 (S)L 5 = 7 (S)
3509		2/2		Incl	1218	0.32591%	L - 19 (S)L 3 - 7 (S)
	PHB2		612	154	766	0.16376%	
	PHB1		699		853	0.18704%	
3512	PHA	1/1	671	157	328	0.17954%	4 - 42 (5)L
3601	PHE	1/1	772	264	1036	0.20657%	2 - 21 (S)L
	PHCR		1200	Incl	1200	0.32109%	L - 33 (S)L 3 - 6 (S)
3603		2/2	1218	Incl	1218	0.32591%	
	PHD2		875		1004	0.23413%	
	PHD1		894		1023	0.23921%	
	PHC	2/2		Incl	1218	0.32591%	
	PHCR			Incl	1218	0.32591%	
	PHCF			Incl	1218	0.32591% 0.32591%	
	PHC	2/2		Incl	1218 766	0.16376%	
	PHB2		612 699		853	0.18704%	
	PHA	1/1	671		828	0.17954%	
2012	FILA	1/1	0,1	13,	920	012/3310	-, -, -
3701	PHÉ	1/1	772		1036	0.20657%	
	PHC		1200		1200		
	PHC	2/2		Incl	1218		
	PHD		875		1004		
	PHD		894		1023		
	PHC	2/2		Incl	1218 1218		
1707	PHC	x 2/2	1218	3 Incl	1218	0.323915	. 42 (3)

PARKING STALL AND STORAGE LOCKER NUMBERING CODE

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the approximent and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'6" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

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07-Feb-89

HONOLULU PARK PLACE - Apartment Schedule

	SF Area			
Init Apt Bra/		21		
No. I/pe Bath	Wet Lanai To		Pkg/Storage Assignments	
1708 BUCB 3/3	1218 Incl	218 2.32591%	5 = 21 (5)f. = = 3 = 51	
3709 PHC 2/2	1218 Incl :	218 0.32591%	2 - 41 (S)L 2 - 7 S	:
3710 PHB2 1/1	612 154	"66 0.16376%	5 - 42 (S)L	
3711 PHB1 1/1	699 154	353 0.18704%	L + 5 (S)L	
3712 PHA 1,1	699 154 571 157	828 3.17954%	L - 41 (S)L 1 - 7 S 5 - 42 (S)L L - 5 (S)L 3 - 24 (S)L	
1801 PHE 1.1	772 264 I	1036 0.20657%	3 - 31 (C)L	
3802 PHCR 2/2	1200 Incl 1	200 0.32109%	3 - 31 (C)L L - 55 (S)L 2 - 5 (S	1
3803 PHC 2/2	1218 Incl :	218 0.325911	7 - 53 (S)L 4 - 12 (C	i
3804 PHD2 2/2	875 129	1004 0.23413%	2 - 57 (S)L 7 - 4 (S	,
3805 PHD1 2/2	894 129 1 1218 Incl	1023 0.23921%	2 - 38 (S)L 6 - 7 (S	í
	1218 Incl	1218 0.32591%	L - 24 (S)L 5 - 4 (S)
3807 PHCR 2/2	1218 Incl	1218 0.32591%	L - 38 (S)L 2 - 4 (S)
3808 PHCR 2/2	1218 Incl 1218 Incl	1218 0.325911	L - 51 (S)L 4 - 7 (S)
3809 PHC 2/2	12 18 Incl	1218 0.32591%	L - 57 (S)L 2 - 3 (S	1)
3810 PHB2 1/1 3811 PHB1 1/1	612 154	766 0.16376% 853 0.18704%	5 - 60 (S)L	
3811 PHB1 1/1	699 154	853 0.18704%	3 - 22 (S)L	
3 812 PHA 1/1	671 157	828 0.17954%	3 - 33 (S)L	
3901 PHE 1/1	772 264	1036 0.20657%	3 - 31 (G)L L - 55 (S)L 2 - 5 (S) 7 - 53 (S)L 4 - 32 (C) 2 - 57 (S)L 7 - 4 (S) L - 24 (S)L 5 - 4 (S) L - 38 (S)L 2 - 4 (S) L - 51 (S)L 4 - 7 (S) L - 57 (S)L 2 - 3 (S) 5 - 60 (S)L 3 - 22 (S)L 3 - 33 (S)L 2 - 34 (S)L L - 37 (S)L 2 - 2 (S) L - 37 (S)L 2 - 2 (S) L - 37 (S)L 3 - 30 (S)	
3902 PHCR 2/2	1200 Incl	1200 0.32109%	L - 37 (S)L 2 - 2 (S	51
3903 PHC 2/2	121B Inci	1218 0.32591%	2 - 47 (S)L 3 - 30 (S	5)
3904 PHD2 2/2 3905 PHD1 2/2 3906 PHC 2/2 3907 PHCR 2/2	875 129	1004 0.23413%	2 - 39 (S)L 7 - 2 (S	5)
3905 PHD1 2/2	394 129	1023 0.23921%	2 - 60 (3)L 5 - 5 (5	5)
3906 PHC 2/2	1218 Inci	1218 0.32591%	5 - 50 (5) $5 - 2$ (5	5)
3907 PHCR 2/2 3908 PHCR 2/2	1218 Inci	1218 0.32591%	2 - 44 (S)L 2 - 30 (S	SILR
3908 PHCR 2/2	1218 Inci	1218 0.32591%	[1] (S) [1 = 3 ()	5)
3909 PHC 2/2	1218 Incl 612 154	1218 0.323916	L - 44 (5)L L - 14 (1	5)
1910 PHB2 1/1	699 154	353 0.18764%	2 - 11 (5)1	
3911 PHB1 1/1 3912 PHA 1/1	671 157	353 0.18764% 828 0.17954%	2 - 39 (S)L 7 - 2 (S) 2 - 39 (S)L 6 - 5 (S) 2 - 60 (S)L 5 - 2 (S) 2 - 44 (S)L 2 - 30 (S) L - 53 (S)L 4 - 5 (S) L - 44 (S)L L - 14 (S) 2 - 11 (S)L 3 - 46 S)L	
1912 PMM 1/1	972 137			
4001 PHE 1/1		1036 0.20657%	2 - 33 S)L L - 45 S)L 7 - 33 (
4002 PHCR 2/2		1200 0.32109%	L = 45 S)L 7 = 33 (5)
4003 PHC 2/2	1218 Incl	1218 0.32591%		5)
4004 PHD2 2/2		1004 0.23413%	2 - 59 3)1 5 - 6 (5)
4005 PHD1 2/2	894 129 1218 Incl	1023 0.23921%	2 - 47 5)1 5 - 4 (S)
4006 PHC 2/2	1218 Incl	1218 0.32591%	5	
4007 PHCR 2/2 4008 PHCR 2/2	1218 Incl	1216 0.323914	L = 60 (S)L + = 3 .	<u>-)</u> - S)
4008 PHCR 2/2	1218 Incl 1218 Incl	1210 0.343719	L = 59 (S)L 5 = 30 (3; 3)
4010 PHB2 1/1	312 154	266 1.163769	2 - 47	-1
4010 PHB1 1.1	512 154 599 154	166 0.163769 353 0.187049	3 - 59 \ 3\L	
AOIT LUDI I'I	222 124	333 3.10/041	2 22 . 21 .	

PARKING STALL AND STORAGE LOCKER NUMBERING CODE

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen snows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'5" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLISTS"

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	Apt Type	Bra/ Bath			ea Total	ł Common Interest	Pkg/Storage Assign	ments
4012	PHA	1/1		157	828	0.17954%	2 - 51 (S)L	
412	FILE	£/ #	371	13,	920	0.1.3540	B = 17 (C)L	
412							B - 19 (C)L	
412							L - 1 (c)	
412							L - 2 (c)	
412							L - 13 (c)	
412							L - 15 (C)	
412							2 - 31 (C)L	
412							2 - 32 (C)LR	
412							2 - 45 (S)L and LE	Ł
412							2 - 46 (S)L	
412							3 - 32 (C)	
412							4 - 31 (C)L	
412							5 - 31 (C)L	
412							5 - 32 (C)	
412							6 - 31 (C)L	
412							6 - 32 (C)	
412							7 - 34 (C)L	
412							7 - 35 (C)	

The first number or letter of the alphabet preceding the hyphen shows the floor level. The number following the hyphen shows the stall number on that level. The letter "F" after a stall number signifies that the apartment and parking stall are on the same floor level. The letters "A" and "B" after the stall numbers signify tandem stalls (two stalls paired end to end), with the "A" stall nearest the aisle. The letter "(S)" denotes a "Standard" parking stall (minimum dimensions of 8'6" x 19'0"); the letter "(C)" denotes a "Compact" parking stall (minimum dimensions of 7'5" x 16'0"). The letter "L" following the parenthesis denotes a ceiling hung "Storage Locker" located above the far end of the stall; the letter "LR" following the parentheses denotes a "Storage Locker Remote" located elsewhere on the level. All stalls are covered.

"HPPLIST9"

`~-Feb-6-

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EXHIBIT "C"

- (1) Type A: These Apartments have a net area of approximately 671 square feet and consist of a living/dining room, kitchen, bedroom, bathroom and a lanai with an area of approximately 157 square feet for a total area of approximately 828 square feet.
- (2) <u>Type PHA</u>: These Apartments are similar to the Type A Apartments except that these Apartments are penthouse Apartments.
- (3) <u>Type B-1</u>: These Apartments have a net area of approximately 699 square feet and consist of a living/dining room, kitchen, bedroom, bathroom and a lanai with an area of approximately 154 square feet for a total area of approximately 853 square feet.
- (4) <u>Type PHB-1</u>: These Apartments are similar to the Type B-1 Apartments except that these Apartments are penthouse Apartments.
- (5) Type B-2: These Apartments have a net area of approximately 612 square feet and consist of a living/dining room, kitchen, bedroom, bathroom and a lanai with an area of approximately 154 square feet (except for Apartment Number 810, the Type B-2 unit on the eighth floor, which has a lanai with an area of approximately 263 square feet) for a total area of approximately 766 square feet (875 square feet for Apartment Number 810).

- (6) <u>Type PHB-2</u>: These Apartments are similar to the Type B-2 Apartments except that these Apartments are penthouse Apartments.
- approximately 905 square feet and consist of a living/dining room, kitchen, two bedrooms, two bathrooms, and a lanai with an area of approximately 113 square feet (except for Apartment Numbers 806 and 808 on the eighth floor each of which have lanais with an area of approximately 155 square feet) for a total area of approximately 1,018 square feet (1,060 square feet for Apartments Numbers 806 and 808). Apartment Numbers 303, 403, 503 and 603 are handicap apartments, which are Type C with a variation in the layout of the entry, closet, second bathroom and second bedroom.
- (8) Type CR: These Apartments are similar to Type C Apartments except that the floor plan is reversed. Apartment Numbers 302, 402, 502, 602 and 702 are handicap apartments, which are Type CR apartments with a variation in the layout of the entry, closet, second bathroom and second bedroom.
- (9) Type PHC: These Apartments consist of a living/dining room, kitchen, two bedrooms (one with solarium; one with alcove), two bathrooms and enclosable lanai and have a net area of approximately 1,218 square feet (except for Apartments 3502, 3602, 3702, 3802, 3902 and 4002 which have a net area of approximately 1,200 square feet).

- (10) Type PHCR: These Apartments are similar to the Type PHC Apartments except that the floor plan is reversed.
- (11) Type D-1: These Apartments have a net area of approximately 894 square feet and consist of a living/dining room, kitchen, two bedrooms, two bathrooms and a lanai with an area of approximately 129 square feet for a total area of approximately 1,023 square feet.
- (12) <u>Type PHD-1</u>: These Apartments are similar to the Type D-1 Apartments except that these apartments are penthouse Apartments.
- (13) Type D-2: These Apartments are similar to the Type D-1 Apartments except that the floor plan is reversed and these apartments have a smaller entry and have a net area of approximately 875 square feet and a total area of approximately 1,004 square feet.
- (14) <u>Type PHD-2</u>: These Apartments are similar to Type D-2 Apartments, except that these Apartments are penthouse Apartments.
- (15) Type E: These Apartments have a net area of approximately 772 square feet and consist of a living/dining room, kitchen, bedroom, bathroom and a lanai with an area of approximately 264 square feet for a total area of approximately 1,036 square feet.
- (16) Type PHE: These Apartments are similar to

 Type E Apartments except that these Apartments are penthouse

 Apartments.

The foregoing approximate total square footage areas for the enclosed portions of the respective unit types are computed from and to the interior surface of the Apartment perimeter walls (or exterior glass walls); and include the areas of all Common Elements located within the Apartments. The areas for the lanais are computed from the outside surface of the Apartment Unit walls or exterior glass walls to the outside edge of the concrete slab.