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FILED IN THE OFFICE OF THE ASSISTANT
REGISTRAR OF THE LAND COURT, STATE
OF HAWAII, on the 1 day of
October, 1980, as Document
No. 1769461

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [X] To:

DINMAN, NAKAMURA, ELISHA & NAKATANI
707 Richards Street, Suite PH-1
Honolulu, Hawaii 96813
Telephone: (808) 523-7021

(DO NOT WRITE IN THIS SPACE)

RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF ALA WAI MANOR

Affecting Transfer Certificate of Title Nos. 20,711,
22,790, 80,198, 80,199, and 307,508.

LAND COURT SYSTEM

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RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF ALA WAI MANOR

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HOLIDAY INVESTMENT CO., INC., a Hawaii corporation, hereinafter called the "DEVELOPER", as the owner of that certain Indenture of Sublease dated December 9, 1964, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 348702, and noted on Transfer Certificate of Title Nos. 20,711; 22,790; 80,198 and 80,199, submitted said Indenture of Sublease, hereinafter called the "MASTER SUBLEASE", together with all improvements thereon now or thereafter built, to the Condominium Property Regime under said Chapter 170A (now known as Chapter 514A, Hawaii Revised Statutes), by instrument dated February 3, 1965, filed as aforesaid as Document No. 353478 (hereinafter called the "Declaration");

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the boards of directors of condominium associations to restate their declarations to include therein any amendments thereto, and to conform those instruments to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by such boards; and

WHEREAS, at a meeting duly held on May 31, 1990, 1990, the Board of Directors of the Association of Apartment Owners of Ala Wai Manor (hereinafter called the "Board of Directors") resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein;

NOW, THEREFORE, the Declaration is hereby restated to read as follows:

1. The land covered by said Master Sublease is described as follows:

FIRST:

All of those certain parcels of land situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 24, area 5,000 square feet;
25, area 4,702 square feet;
29, area 4,899 square feet; and
30, area 5,880 square feet; in
Block 41, as shown on Map 25, filed in the
Office of the Assistant Registrar of the Land
Court of the State of Hawaii with Land Court
Application No. 279;

Being all of the land described in
Transfer Certificate of Title No. 20,711 issued
to HAWAYO TAKATA, widow.

SECOND:

All of those certain parcels of land situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 65, area 2,746 square feet, and an
undivided 1/2 interest in Lot 63, area 5,376
square feet, as shown on Map 86, filed with
said Land Court Application No. 279;

Being all of the land described in
Transfer Certificate of Title No. 22,790 issued
to HAWAYO TAKATA, widow.

THIRD

All of those certain parcels of land situate at McCully Street, District of Waikiki, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 35, area 5,000 square feet, as shown
on Map 25, and 31-B, area 2,400 square feet,
as shown on Map 87, all in Block 41, filed with
said Land Court Application No. 279;

Being all of the land described in
Transfer Certificate of Title No. 80,198 issued
to HAWAYO TAKATA, widow.

FOURTH:

All of those certain parcels of land situate on McCully Street at Waikiki, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 34, area 5,000 square feet, as shown on Map 25, and 31-A, area 2,400 square feet, as shown on Map 87, in Block 41, filed with said Land Court Application No. 279;

Being all of the land described in Transfer Certificate of Title No. 80,199 issued to HAWAYO TAKATA, widow.

SUBJECT, HOWEVER, to the following:

(1) As to Lots 24, 65 and 63: A Grant in favor of Hawaiian Electric Company, Inc., granting perpetual easement to build pole and wire lines over and across said lots, dated April 14, 1947, filed as Document No. 91979;

(2) As to the undivided 1/2 interest in Lot 63 only: That certain easement of right of way for ingress and egress over, across and upon said Lot 63, in favor of Hawaiian Mortgage and Realty Company, Limited, its successors and assigns, appurtenant to Lots 22 and 23 of Block 41, as shown on Map 25, filed in the Office of the Assistant Registrar of the Land Court with Land Court Application No. 279 (amended), as set forth in that certain indenture made by Bishop Trust Company, Limited, Trustee for Waikiki Land Trust, to Hawaiian Mortgage and Realty Company, Limited, dated September 23, 1940, filed as Document No. 55167; and

(3) The reservation of an easement of right of way for ingress and egress over, across, along and upon said Lot 63, appurtenant to Lot 62, as shown on Map 86, filed with Land Court Application No. 279 (amended), as set forth in deed made by Bishop Trust Company, Limited, Trustee, to Hawayo Takata, widow, filed as Document No. 55168.

(4) Lots 24, area 5,000 square feet, 29, area 4,899 square feet, and 30, area 5,880 square feet, in Block 41, as shown on Map 25, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 279, and being portions of the land described in Transfer Certificate of Title No. 20,711 issued to HAWAYO TAKATA, are subject to a grant in favor of CHUN HOON, LIMITED, granting an easement for a term of years for parking purposes over and across Easement "D", as shown on Map 221, filed with Land Court Application No. 279, as set forth in that certain instrument made by HOLIDAY INVESTMENT CO., INC. to CHUN HOON, LIMITED, dated September 30, 1965, and filed as Document No. 372187; and²

(5) Lots 31-A, area 2,400 square feet, and 34, area 5,000 square feet, as shown on Map 87, in Block 41, filed with Land Court Application No. 279, and being all of the Land described in Transfer Certificate of Title No. 80,199 issued to HAWAYO TAKATA, are subject to

a grant in favor of CHUN HOON, LIMITED, granting an easement for a term of years for parking purposes over and across Easement "D", as shown on Map 221, filed with Land Court Application No. 279, as set forth in that certain instrument made by HOLIDAY INVESTMENT CO., INC. to CHUN HOON, LIMITED, dated September 30, 1965; and filed as Document No. 372187.³

(6) All of the other encumbrances mentioned in or noted on Transfer Certificate of Title Nos. 20,711; 22,790; 80,198 and 80,199 issued to HAWAYO TAKATA to which reference is hereby made.

2. This regime is known as "ALA WAI MANOR".

3. This regime consists of two buildings designated as Units I and II.

UNIT I: A twelve story building with a ground floor space of about 7514 square feet has been erected on a portion of said land. It contains 8 two-bedroom apartments each on the 2nd to the tenth floor, 7 two-bedroom apartments on the eleventh floor, and two penthouses on the twelfth floor, one of which occupies a portion of the eleventh floor, or a total of 81 apartments. Each apartment has exclusive use of a designated parking space. The building is constructed of reinforced concrete and the first floor is used for parking stalls and for an office-manager apartment.

UNIT II: Unit II comprises of an existing two story building constructed of hollow tile blocks with a wooden frame on the second floor. It contains five studio apartments each on the first and second floors, or a total of ten apartments occupying a ground floor space of about 2186 square feet. Each apartment has been assigned a designated parking space for the exclusive use of the apartment owner.

4. This condominium⁴ property regime contains 91 apartments of which 79 units are 2-bedroom apartments in Unit I of approximately 768 square feet in area, containing 2 bedrooms, a living-dining area, kitchen and a bathroom. Ten units in Unit II are studio apartments of approximately 325 square feet in area, containing a living-dining area, kitchen, and bath. Two units in Unit I are penthouses. Penthouse P1-A of approximately 2,238 square feet in area contains 2 bedrooms, 3 baths, dressing room, living room, kitchen, dining room, study and 2 lanais. Penthouse P2-B of approximately 1,470 square feet in area contains 3 bedrooms, hallway, a living-dining area, kitchen, 2 baths, dressing room and 2 lanais. The immediate common elements to which each apartment in Unit I has access are 2 elevators and three stairwells. The immediate common elements to which each apartment on the second floor of Unit II has access are two stairways. The apartments on the ground floor are served by a walkway.

5. Numbering of each apartment unit is as follows:

UNIT I

Second Floor: 201, 202, 203, 204, 205, 206,
207 and 208

Third Floor: 301, 302, 303, 304, 305, 306,
307 and 308

Fourth Floor: 401, 402, 403, 404, 405, 406,
407 and 408

Fifth Floor: 501, 532, 503, 504, 505, 506,
507 and 508

Sixth Floor: 601, 602, 603, 604, 605, 606,
607 and 608

Seventh Floor: 701, 702, 703, 704, 705, 706,
707 and 708

Eighth Floor: 801, 802, 803, 804, 805, 806,
807 and 808

Ninth Floor: 901, 902, 903, 904, 905, 906,
907 and 908

Tenth Floor: 1001, 1002, 1003, 1004, 1005,
1006, 1007 and 1008

Eleventh Floor: 1101, 1102, 1103, 1104, ⁵
1106, 1107 and 1108

Twelfth Floor: P1-A and P2-B

UNIT II

First Floor: 06, 07, 08, 09 and 10

Second Floor: 01, 02, 03, 04 and 05

The apartments are numbered in the manner shown on Condominium Map No. 9 filed in the Office of the Assistant Registrar of the Land Court.

6. The common elements include each of the elements which is mentioned in Section 514A-3, Hawaii Revised Statutes,⁶ and which are constructed or provided on the land described above, and specifically include, but are not limited to the following:

- a. Subleasehold interest in the land;
- b. All foundations, columns, girders, beams, supports, bearing walls, roof, chases, balconies, lobbies, hallways, stairs, entrances and exits of said building;
- c. Parking area, driveway, yard and refuse areas;
- d. All ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, water, refuse and telephone;
- e. Switch room and transformer vault;

- f. Two automatic elevators with elevator housing and appurtenant equipment;
- g. The apartment office unit on the ground floor, together with the parking space assigned to said apartment, reserved for use by the resident manager of the project;
- h. The swimming pool, pool terrace and equipment;
- i. Trash room; and
- j. Storage area and all other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the buildings in the project.

7. Certain parts of the common elements, herein called and designated as "limited common elements", are set aside and reserved for the exclusive use of certain apartments, and such apartments have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- a. Entry hallway adjoining an apartment or apartments is appurtenant to and for the exclusive use of such apartment or apartments which it adjoins;
- b. Storage room designated on the map as P-5 is for the exclusive use of Apartment P2-B and storage room designated on the map as P-6 is for the exclusive use of Apartment P1-A; and
- c. Since there are two separate buildings in this regime, those common elements which are rationally related only to a single building are deemed to be limited common elements appurtenant only to the apartments in the building to which such elements relate.

8. The undivided fractional interest in the common elements appertaining to each apartment and its owner for all purposes, including voting, is as follows:

Studio Apartments:	1/175
2 Bedroom Apartments:	2/175
Apartment P2-B:	3/175
Apartment P1-A:	4/175

9. The purposes for which the apartments are intended and restricted as to use is residential, but this shall not be construed to prohibit the renting or leasing of said apartments for profit, individually or otherwise, so long as the ultimate tenant thereof uses the apartment as a place in which to reside as distinguished from a place in which to carry on a trade or business.

10. Until changed, the person to receive service of process in the cases provided for in said Chapter 514A⁸ is HARRY H. OTSUJI and his business address is 801 Kaheka Street, Honolulu, Hawaii.

11. Wherever voting by apartment owners shall decide a question, the vote of a majority of apartment owners shall be determinative and be binding upon all apartment owners, except where a greater percentage is required by law, this declaration, or the by-laws. The proportionate representation for voting purposes shall be in said fraction for each apartment as provided in paragraph 7 above. Where an apartment is owned jointly by more than one person, each joint owner shall be entitled to that proportion of the vote appurtenant to his apartment equal to his fractional interest in such apartment. Even if completely destroyed, an apartment shall be deemed existing for the purposes of preserving the voting rights of the owner of the destroyed apartment.

12. Administration of the project shall be vested in the Association of Apartment Owners, herein called the "Association", in accordance with said Condominium Property Act, this Declaration and the By-Laws hereto attached. Every owner of an apartment in this regime shall automatically become and remain a member of the Association until such time as his ownership of such apartment ceases at which time his membership the Association shall automatically cease, it being understood that physical destruction of his apartment shall not of itself be construed to terminate his status as an apartment owner. Without limiting the generality of the powers of administration hereinbefore set forth, the Association shall, on behalf of all apartment owners, but on the several (and not joint) liability of each apartment owner limited to his proportionate share of the expense therefor where cost is involved, observe and perform the following:

(a) Conditions Precedent to Construction, Repairs, etc. It will, prior to delivery of materials and the commencement of construction or installation of any improvements in the common or limited common elements or the commencement of any alterations or additions to such improvements, or of effecting repairs to the same, (i) submit to the Sublessor of the Master Sublease and obtain the written approval of said Sublessor of all plans and specifications therefor, including a plot plan showing building placement, (ii) engage a licensed architect approved by said Sublessor to supervise compliance with such plans and specifications, (iii) if the estimated cost of the alterations, additions or repairs shall exceed \$1,000.00, deposit with the Lessor of the Master Lease and the Sublessor certificates or other satisfactory evidence that the contractor therefor has procured a bond in form and amount (which shall not be less than 50% of the estimated cost of alterations, additions or repairs) and with surety or sureties satisfactory to said Sublessor, naming the Lessor and Sublessor as obligees, for the full and faithful performance and completion of the contract for such construction, installation or repair, free and clear of all mechanics' and materialmen's liens, and (iv) submit evidence satisfactory to said Sublessor showing that there are sufficient moneys to fully pay for all improvements proposed to be erected and alteration, additions or repairs to be made. No "extras" shall be contracted for nor shall any modifications or substitutions be made to any approved plan without the written consent of said Sublessor. If any such work is commenced by an apartment occupant pursuant to authorization contained in this Declaration or the By-Laws, then such occupant shall be solely responsible for fulfilling all provisions of this subparagraph which are applicable thereto, at the expense of such occupant, including but not limited to the procurement of the aforesaid bond.¹⁰

(b) Repair and Maintenance. It will well and substantially repair, maintain, amend and keep all the common and limited common elements, including all plumbing, electrical and other

fixtures located therein and all paintings required therefor, with all necessary repairs and amendments whatsoever and in good order and in a safe condition.

(c) Laws and Ordinances. It will keep the common and limited common elements in a strictly clean and sanitary condition and comply with all rules, regulations, ordinances and laws made by the health and other authorities, of the municipal, state or federal government applicable to the common and limited common elements.

(d) Fire Insurance. The board on behalf of the Association at its common expense shall at all times keep insured all buildings and other improvements now on or hereafter erected in the project against loss or damage by fire, including extended coverage, and war risk insurance during the time of war when the same is issued by the United States government, in an insurance company or companies approved in writing by the Lessor and Sublessor in an amount equal to the full replacement cost of said buildings and the improvements on the demised premises and will deposit with the Lessor, Sublessor and mortgagee, if any, such policy or policies of insurance or current certificates thereof as provided in the Master Sublease. Such policy or policies shall be written in the name of the Board, as trustee for each of the apartment owners in proportion to their respective common interests, and shall be by endorsement or otherwise name the Lessor, Sublessor and the mortgagee, if any, as additional assureds, and shall be without the prejudice to the right of each apartment owner to insure his own apartment for his own benefit. So long as there shall be in effect a mortgage covering the premises, such policy or policies shall provide that such policy or policies shall not be invalidated, as to the interest of the mortgagee therein, by any act or neglect of the mortgagor or owner of the property, nor by the use of the premises for purposes more hazardous than permitted by such policy or policies. In every case of loss or damage to the project covered by insurance, the proceeds of insurance shall be paid to or applied as provided in the Master Sublease; provided, however, that in the event the proceeds of insurance are used for the rebuilding, repairing or otherwise reinstating the project any deficiency in such insurance proceeds shall be made up by the Association at its common expense.¹¹

(e) Liability Insurance. It will further keep insured the premises covered by the Master Sublease with Owners', Landlords' and Tenants' Liability Insurance with a limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for injury to one person and THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for injury to more than one person, for bodily injury of every nature, and TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) for property damage, said policy to be written in the names of said Lessor, Sublessor and all apartment owners, in an insurance company approved in writing by said Sublessor, to be filed with said Lessor and Sublessor.

(f) Maintenance Reserve Fund. It shall establish and maintain a Maintenance Reserve Fund by assessment of and payment by all apartment owners in monthly installments and in their respective proportionate shares of such annual amount as the Association may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements, administration expenses and other common expenses of the project. Reserves for contingencies may be included in such assessment, and such assessment may from time to time be increased or decreased in the discretion of the Association. The proportionate share of each

apartment owner in such fund cannot be withdrawn or separately assigned, nor shall it be subject to claims of creditors or others nor to legal process except as may be permitted by the Condominium¹² Property Act; but said share shall be deemed to be transferred with such apartment even though not expressly mentioned in the conveyance thereof. Upon termination of this regime, any remaining moneys in said fund shall be distributed to apartment owners in their respective proportionate shares.

13. Restoration or replacement of the project or any building thereof or construction of any additions, different in any material respect from said condominium plan filed in the office of the Assistant Registrar of the Land Court, shall be undertaken only pursuant to amendment of this Declaration, approved in writing by all apartment owners and consented to in writing by all lienholders affected thereby, and in accordance with plans therefor first approved in writing by the fee owner; and promptly upon completion of the same, such amendment shall be filed in said Office together with said plans certified as built by a registered architect or professional engineer.

14. In case at any time or times the project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of any land shall be payable to and be the sole property of the fee owner, and such compensation and damages for or on account of any improvements of the project which the developer (Assignor of Apartment Lease) is entitled under the provisions of paragraphs b and c on pages 17 and 18 of the Master Sublease, shall be payable to the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided unless such restoration or replacement is impractical in the circumstances, and unless such restoration or replacement is undertaken within a reasonable time after such condemnation the Association at its common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade.

15. The By-Laws of this regime are attached hereto and made a part hereof.

16. All charges, costs and expenses whatsoever for or in connection with the administration of the regime, including without limitation thereof management operation and maintenance, repair, replacement and restoration of the common and limited common elements, any additions and alterations thereto, all labor, services, materials, supplies and equipment therefor, and all premiums for liability and fire insurance, shall constitute common expenses of the project for their respective fractional shares of which the apartment owners shall be severally liable.

17. This Declaration may be amended by vote or written consent¹³ of seventy-five per cent (75%) of the apartment owners, effective only upon the filing of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association; provided, however, that the Developer reserves the right to make such amendment as may be required to file the final plans depicting the layout, location, apartment numbers and dimensions of the apartments as built, upon the initial completion of the building in Unit I.

18. All terms used herein which are identical to terms used in the Condominium¹⁴ Property Act shall have the same meanings attributed to them in said Act. "Association" as used herein refers to the Association of Apartment Owners, and "Board" as used herein refers to the Board of Directors of the Association. "Proportionate share" as used herein refers to the fraction of common interest appurtenant to each apartment.

19. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the project or any part thereof, shall be bound by and comply with the provisions of this Declaration, the By-Laws and all agreements, decisions and determinations of the Association; and failure to comply 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 an aggrieved apartment owner.

20. Notwithstanding any other provision contained in this Declaration or the By-Laws: (a) the Board of Directors shall have the power to do all such things as may reasonably be appropriate in order to seek and secure the agreement of the fee owner of the land underlying the project to sell its interest in that land to the Association and/or to the respective apartment owners at a fair price and to take all other action incidental to the consummation of such sale, and (b) if the fee owner of such land agrees to sell its interest in that land to the Association, then the Board of Directors, on behalf of the Association, shall have the power to purchase such interest, if it or the fee owner have binding commitments for the sale or resale of at least seventy percent (70%) of such interest to persons or parties other than the Association and to arrange for and obtain any needed financing in connection with such acquisition.

In the event that the Association acquires any portion of the interest to the aforesaid land in the manner stated in the preceding paragraph, the Board of Directors shall be empowered to take all such action as it deems necessary or appropriate to administer the interest so acquired, including but not limited to conveying such interest or any portion thereof into a land trust, setting, arbitrating, and collecting lease rents, and selling and/or conveying all or a portion of such interest. All costs incurred by the Board of Directors in connection with any efforts on behalf of the Association to acquire the interest of the fee owner of the land in question, including but not limited to all costs associated with obtaining any needed financing in connection with such acquisition and to administer said land pursuant to this paragraph 20, shall constitute a common expense of the Association.¹⁵

21. Notwithstanding anything to the contrary contained in this Declaration, the By-Laws, or the House Rules, handicapped occupants shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from this Declaration, the By-Laws, and the House Rules, when necessary, to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped occupant desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity, and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its

consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof.¹⁶

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23 day of August, 1990.

ASSOCIATION OF APARTMENT OWNERS
OF ALA WAI MANOR

By: Josephine T. Standal
Print: JOSEPHINE T. STANDAL
Name: President
Its:

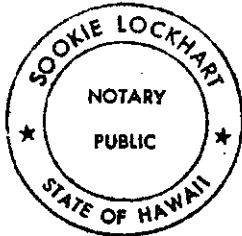
By: Judith K. Baba
Print: JUDITH K. BABA
Name: Secretary
Its:

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

}
SS:
}

On this 23rd day of August, 1990, before me appeared JOSEPHINE T. STANDAL to me personally known, who being by me duly sworn, did say that she is the PRESIDENT of the Board of Directors of the Association of Apartment Owners of Ala Wai Manor; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that she executed the same as the free act and deed of said Association. Said Association has no seal.



Sookie Lockhart
Notary Public, State of Hawaii

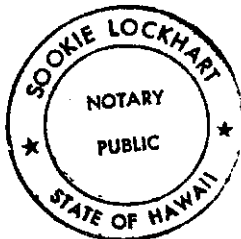
My Commission Expires: 9-27-93

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

}
SS:
}

On this 23rd day of August, 1990, before me appeared JUDITH K. BABA to me personally known, who being by me duly sworn, did say that she is the SECRETARY of the Board of Directors of the Association of Apartment Owners of Ala Wai Manor; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that she executed the same as the free act and deed of said Association. Said Association has no seal.



Sookie Lockhart
Notary Public, State of Hawaii

My Commission Expires 9-27-93

ENDNOTES

The following endnotes correspond to provisions in Ala Wai Manor's Declaration of Condominium Property Regime under Chapter 514A, Hawaii Revised Statutes, as restated to conform to Chapter 514A, Hawaii Revised Statutes, and the Federal Fair Housing Act (42 U.S.C. Sections 3601 et seq.), and to integrate all amendments made to Ala Wai Manor's Declaration. This restatement was made solely for purposes of information and convenience. The Restated Declaration of Condominium Property Regime under Chapter 514A, Hawaii Revised Statutes, correctly sets forth without change the corresponding provisions of the original Declaration, as amended, and supersedes the original Declaration and all prior amendments thereto. In the event of a conflict, the Restated Declaration shall be subordinate to the cited statute.

1. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
2. To integrate the October 8, 1965 Amendment to the Declaration of Submission of Sublease to Horizontal Property Regime.
3. To integrate the October 8, 1965 Amendment to the Declaration of Submission of Sublease to Horizontal Property Regime.
4. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
5. To integrate the August 14, 1965 Amendment to the Declaration of Submission of Sublease to Horizontal Property Regime.
6. To conform to Section 514A-3, HRS.
7. To integrate the August 14, 1965 Amendment to the Declaration of Submission of Sublease to Horizontal Property Regime.
8. To reflect the current designation of Chapter 170, HRS as Chapter 514A, HRS.
9. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
10. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
11. To integrate the August 14, 1965 Amendment to the Declaration of Submission of Sublease to Horizontal Property Regime.
12. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
13. To conform to Section 514A-11(11), HRS.
14. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
15. To integrate the November 10, 1988 Amendment to the Declaration of Submission of Sublease to Horizontal Property Regime of Ala Wai Manor.
16. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [X] To:

PHILIP L. LAHNE, ESQ.
DINMAN, NAKAMURA, ELISHA & NAKATANI
707 Richards Street, PH-1
Honolulu, Hawaii 96813
Telephone: (808) 523-7021

CORRECTION TO AMENDMENT OF DECLARATION OF
SUBMISSION OF SUBLEASE TO HORIZONTAL
PROPERTY REGIME OF ALA WAI MANOR

WHEREAS, an Amendment of Declaration of Submission of Sublease to Horizontal Property Regime of Ala Wai Manor was filed on August 9, 1991 in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 1842793 (the "Amendment") and noted on the Transfer Certificates of Title attached thereto as Exhibit "A";

WHEREAS, said Exhibit "A" inadvertently failed to list the following apartments and Transfer Certificates of Title:

<u>Unit</u>	<u>TCT NO.</u>
204	300,311
301	291,403
302	300,483
503	342,223
507	291,422
601	291,424
605	292,930
608	291,430
708	291,439
804	341,640
805	293,931
807	337,993
906	291,450
1003	291,455
PH-1A	291,467
PH-2B	341,317

NOW, THEREFORE, the aforesaid Amendment is hereby corrected by adding the above-listed apartments and Transfer Certificate of Title numbers to the aforesaid Exhibit "A", *nunc pro tunc*.

IN ALL OTHER RESPECTS, the Declaration, as amended, and said Amendment, as hereby corrected, are hereby ratified and

confirmed and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed these presents this 4th day of September, 1991.

ASSOCIATION OF APARTMENT OWNERS
OF ALA WAI MANOR

By Frank J. Biersack
Printed
Name: FRANK J. BIERSECK
Its: President

By Marijane Holmes-Carlos
Printed
Name: MARIJANE HOLMES-CARLOS
Its: TREASURER

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS.

On this 4th day of August, 1991, before me appeared Frank J. Biersack, to me personally known, who being by me duly sworn, did say that he is the President of the Board of Directors of the Association of Apartment Owners of ALA WAI MANOR; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that he executed the same as the free act and deed of said Association. Said Association has no seal.

Karlis Hufnagel
Notary Public, State of Hawaii
My commission expires: 7-21-93

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS.

On this 4th day of August, 1991, before me appeared Marijane Holmes-Carlos to me personally known, who being by me duly sworn, did say that she is the Treasurer of the Board of Directors of the Association of Apartment Owners of ALA WAI MANOR; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that she executed the same as the free act and deed of said Association. Said Association has no seal.

Karlis Hufnagel
Notary Public, State of Hawaii
My commission expires: 7-21-93