

BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
PRINCE KUHIO

RESTATED FEBRUARY 1995

The following By-Laws shall apply to the above-named condominium project (herein called the "project"), as described in and created by a Declaration of Horizontal Property Regime (hereinafter called the "Declaration") which has been recorded in the State of Hawaii, a copy of which is attached hereto as Exhibit A and by that reference incorporated herein, and to all present and future owners, tenants and occupants of any apartments of the project and all other persons who shall at any time use the project. Ownership of an apartment in the project constitutes receipt, acceptance and ratification of these By-Laws and agreement that they will be complied with by the owners, tenants and/or occupants.

These By-Laws have been restated pursuant to the Hawaii Revised Statutes Section 514A-82.2 in order to incorporate all amendments authorized to date by the Boards of Directors of the Association and to bring them into compliance with the provisions of Chapter 514A. These restated By-Laws correctly set forth without change the corresponding provisions of the By-Laws, as amended, and supersede the original By-Laws recorded in the Bureau of Conveyances of the State of Hawaii at Liber 4673 Page 537, and all prior amendments thereto.

Those sections which have been restated in order to comply with the provisions of Chapter 514A have been restated solely for purposes of information and convenience and will refer to the section of Chapter 514A which has been implemented by the amendment. In the event of any conflict, the restated By-Law shall be subordinate to the cited statute.

## ARTICLE I

### MEMBERSHIP

Section 1. Qualification. All owners of apartments of the project shall constitute the Association of Apartment Owners, (hereinafter called the "Association"). The owner of any apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by lease of any apartment filed with the Board of Directors of the Association, the lessee of such apartment shall be deemed to be the owner thereof.

Section 2. Place of Meetings. Meetings of the Association shall be held at the project or such other suitable place convenient to the apartment owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the third Tuesday in February of each year.

Section 4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or upon the filing of a petition signed by a minimum of twenty five percent (25%) of the apartment owners and delivered to the Secretary.

Section 5. Notice of Meetings. The Secretary shall give written notice of each annual and special meeting to every apartment owner listed as such on the Association's record of ownership, at least fifteen days, but not more than forty five (45) days, before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting, the items on the agenda for the meeting, and a standard proxy form in any of the following ways:

- a. by delivering it to him personally;

b. by leaving it at his apartment provided he is known to be in residence in the project;

c. by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership.

If notice is given pursuant to the provisions of this section, the failure of any apartment owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereof. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum, and the acts of a majority of the apartment owners at any meeting at which a quorum is present shall be the acts of the Association, except as otherwise provided herein. The term "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interests as established by the Declaration.

Section 7. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which each apartment is entitled shall be the percentage of the common interests assigned to such apartment in the Declaration. Votes may be cast in person or by proxy by the respective apartment owners as shown in the record of ownership of the Association. An executor, administrator, or guardian or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any apartment owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such apartment in such capacity. The vote for any apartment owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his share of ownership in such apartment.

Section 8. Proxies and Pledges. (HRS 514A-83.2(a)-(e))

(a) A proxy, to be valid, must be delivered to the secretary of the Association of apartment owners or the managing agent, if any, no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains, and must contain at least: the name of the Association, the date of the meeting of the Association, the printed name and signature of the person or persons giving the proxy, the apartment or apartments for which the proxy is given, the printed name of the person or entity to whom the proxy is given, and the date that the proxy is given.

(b) A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the apartment owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the unit.

(c) Proxies may be given to the board of directors; provided that the proxy form shall contain a box wherein the owner may indicate that the owner wishes the vote to be shared with each board member receiving an equal percentage. Proxy forms which are not marked shall be considered a choice by the owner that the vote be made on the basis of the preference of the majority of the board.

(d) No officer of a board of directors shall use association funds to solicit proxies; provided that this shall not prevent an officer from exercising his right as an apartment owner.

(e) Nothing in this section shall affect the holder of any proxy under a first mortgage of record encumbering an apartment or under an agreement of sale affecting an apartment.

Section 9. Adjournment. Any meeting of the Association may be adjourned from time to time not less than forty eight (48) hours from the time the original meeting was called as may be determined by majority vote of the apartment owners present, whether or not a quorum be present, without notice other than announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. Roll call
- b. Proof of notice of meeting
- c. Reading of minutes of preceding meeting
- d. Report of officers
- e. Report of Manager
- f. Report of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom shall be the sole owner or co-owner of record of an apartment. If a corporation is an apartment owner, any officer of such corporation shall be eligible to serve as director so long as he remains an officer of such corporation. The partners in a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. There shall not be more than one representative on the Board of Directors from any one apartment. (HRS 514A-82(a)(12))

The directors shall serve without compensation.

No resident manager of a condominium shall serve on its Board of Directors. (HRS 514A-82(a)(14))

### Section 2. Powers and Duties.

a. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefor as are not by law, the Declaration, or these By-Laws directed to be exercised or done only by the

apartment owners including, but not limited to the power to assess the members of the Association a monthly amount to be used to repay the cost of the management and administration of Association property and to levy appropriate fines.

b. The Board shall be responsible for promptly notifying all owners regarding any actions or proposals made by the Board or others which could affect the value or the enjoyment of said owners' property.

c. The Board may appoint such committees as it sees fit (or as the owners direct) to perform specified functions on behalf of the Board and/or the Association. When a committee report has been adopted, it shall not be amended or altered by the Board without consultation with and concurrence by the responsible committee.

Section 3. Election and Terms. Election of directors shall be by cumulative voting by secret ballot at each annual meeting and any special meeting called for the purpose. Directors shall hold office for a period of two (2) years and until their respective successors have been elected, subject to removal as herein provided, except that at the first annual meeting two (2) of the directors shall be elected for one (1) year and three (3) of the directors shall be elected for two (2) years.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Association shall be filled by a vote of a majority of the remaining directors, even though they may constitute less than a quorum, each person so elected shall be a director until his successor is elected at the next annual meeting of the Association for the remainder of the term, if there be any. Death, incapacity or resignation of any director, or his continuous absence from the State of Hawaii for more than one year, or his ceasing to be the sole owner or co-owner of an apartment, shall cause his office to become vacant.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by apartment owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meetings. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each Annual Meeting of the Association, and no notice shall be necessary to any directors in order to authorize such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or messenger service, at least fifteen (15) days prior to the date of the meeting.

Whenever practicable, notice of all board meetings shall be posted by the resident manager or a member of the board in prominent locations within the project 72 hours prior to the meeting or simultaneously with notice to the board of directors. (HRS 514A-82(b)9)

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least fifteen (15) days written notice to each director, given personally or by messenger service, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two (2) directors. All such meetings may be held by telephone provided the issue or issues presented are delivered, in writing, to each director prior to the call, a quorum is available for the meeting and the vote thereon is recorded by the Secretary and included within the minutes of said meeting. Any telephone meeting must be by conference call if requested by any director.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. Quorum of Board. At all meetings of the Board of Directors a majority of the total number of directors established by these By-Laws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors shall require that all directors, officers, employees and agents of the Association handling or responsible for funds belonging to or administered by the Association shall furnish adequate fidelity bonds in favor of the Association. The premiums on such bonds shall be paid by the Association, and such bonds shall in no event be in an amount less than one and one-half times the Association's estimated annual operating expenses and reserves.

Section 12. Conflict of Interest. All directors must bring to the immediate attention of the Board any knowledge he or she possesses of plans of other parties which could impact Prince Kuhio owners. Upon so doing if he or she is involved with the "other parties" he or she must abstain from voting on the issue. The Board should immediately inform the owners of such plans so that each may decide if he or she wishes to take any action.

A director shall not cast any proxy vote at any Board meeting, nor shall a director vote at any Board meeting on any issue in which the director has a conflict of interest. (HRS 514A-82(a)(13))

Each member of the Board has a fiduciary responsibility to protect the interests of the Prince Kuhio owners. Any Board member who fails to do so shall be removed from the Board.

## ARTICLE III

### OFFICERS

Section 1. Designation. The principal officers of the Association, all of whom must be members of the Association, shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and, in the case of the President from, the Board of Directors. The Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgement may be necessary.

Section 2. Election and Term. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

An owner shall not act as an officer of the Association and an employee of the managing agent employed by the Association. (HRS 514A-82(b)(7))

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors, and his successor elected, at any regular meeting of the Board or any special meeting called for such purpose.

Section 4. President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. Subject to the control of the Board, he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

Section 5. Vice-President. The Vice-President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. If

neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also have such other powers and duties as may be assigned to him from time to time by the Board.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary. All meetings shall be tape-recorded, all motions and votes transcribed and copies of the Annual Meeting of the Association minutes mailed to all members of the Association within thirty days. A copy of all official documents (including the Declaration, Chapter 514A Hawaii Revised Statutes, the By-Laws, and the Record of Ownership), correspondence and proceedings (including tapes) shall be kept with the Manager for convenient reference of all owners.

Section 7. Treasurer. The Treasurer shall cause the maintenance and upkeep of the financial records and the books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Association, of all its funds and securities. The Treasurer shall prepare in sufficient time before the annual meeting for presentation thereof to the membership a balance sheet and profit and loss statement covering financial activities of the Association for the previous fiscal year.

Section 8. Auditor. The Association shall appoint annually an auditor who shall not be an officer of the Association nor own any interest in any apartment, to audit the books and financial records of the Association as required by law or directed additionally by the Board of Directors.

Section 9. Legal Counsel. The Board shall identify an attorney who will be available to provide legal counsel to the Board and the Association in the protection of the owners' interests.

## ARTICLE IV

### ADMINISTRATION

Section 1. Management. The Board of Directors shall at all times manage and operate the project and have such powers and duties as may be necessary or proper therefor including without limitation the following:

- (a) Supervision of its immediate management and operation;
- (b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements;
- (d) Provision at each apartment of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment or as a common expense as determined by the Board;
- (e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the project;
- (f) Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;
- (g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (h) Purchase and maintain in effect all policies of hazard and liability insurance and bonds as may be required or authorized by the Declaration or the Board;

(i) Custody and control of all funds of the Association, maintenance of full and accurate books of account and records of such funds and preparation of regular financial reports thereof;

(j) Notification of all persons having any interest in any apartment according to the Association's record of ownership of delinquency exceeding 30 days in the payment of any assessment against such apartment;

(k) Notification in writing of all holders of mortgages of apartments, or of apartment leases demising the same, as shown in the Association's record of ownership or of which the Secretary of the Association has been given written notice, of any loss to, or taking of, the common elements of the project if such loss or taking exceeds TEN THOUSAND DOLLARS (\$10,000.00);

(l) Establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these By-Laws and the house rules adopted pursuant to Article V, Section 4, of these By-Laws; provided such penalties and fines are not inconsistent with the law or the provisions herein, the unpaid amount of such penalties and fines against any apartment owner shall constitute a lien against his interest in his apartment which may be foreclosed by the Board of Directors or Manager in the same manner as provided in the Horizontal Property Act for common expenses; provided, however, that the said lien for such penalties and fines shall be subordinate to liens for taxes and assessments lawfully imposed by governmental authority against the apartment and to all sums unpaid on mortgages of record.

Section 2. Manager. The Board of Directors shall employ a responsible Manager (referred to in the HPR as the "Managing Agent") to manage and control the properties and business of the Association who shall be bonded and shall be at all times subject to the direction of the Board. The employment shall be subject to the terms and conditions of a written contract which shall contain, among other provisions, the power to terminate the said contract for cause upon the giving of no less than ninety (90) days written notice. The said contract shall not be for a term exceeding three (3) years, and may be renewed by the Board from time to time after the first term. The said Manager shall have full responsibility for the day to day administration and management of the business of the Association.

which responsibilities shall include, but not be limited to the following objectives:

(a) He shall provide for the maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;

(b) He shall purchase, provide for the maintenance of and the replacement of any equipment belonging to the Association;

(c) He shall provide for all water and utility service required for the common elements of the project and for the benefit of each member's apartment and shall collect from each said member his/her proportionate share of the cost thereof;

(d) He shall hire and discharge all personnel necessary for the orderly functioning of the Association properties to the end that all owners and their tenants, if any, shall comfortably enjoy their apartments;

(e) He shall supervise and control the use of all parking spaces belonging to the Association;

(f) He shall provide for the security of the Association property;

(g) He shall enforce, by all legal means, the House Rules, as the same are from time to time adopted by the Board of Directors;

(h) He shall purchase and maintain an inventory of all fixtures, supplies and equipment necessary for the proper maintenance of the Association property;

(i) He shall pay all taxes, when due, as levied by any governmental agency on Association property;

(j) He shall provide for and pay for all insurance coverage of the Association properties as the same is defined by the Board of Directors, including, but not limited to:

1. Workman's Compensation
2. Public Liability and Property Damage Coverage
3. Director and Officer Liability
4. Flood Coverage

5. Umbrella Coverage
6. Non-Ownership Auto Coverage

(l) He shall provide for the enforcement of the apartment use restrictions as the same are more specifically set forth in Article V of the Association By-Laws;

(m) He shall cause to be prepared at least thirty (30) days before the annual meeting in cooperation with the Treasurer an accounting prepared by the auditor, which shall include a balance sheet and a profit and loss statement covering all fiscal activities of the Association for the preceding fiscal year;

(n) He shall cause to be prepared, in cooperation with the Treasurer, at least fifteen (15) days before the meeting, a proposed annual budget for review and adoption by the Board of Directors at its annual board reorganization meeting. The annual budget shall include a four-year capital improvement program/reserve;

(o) He shall provide for and cause the collection of all installments of assessments levied by the Board of Directors and payment of all common expenses authorized by the Board;

(p) He shall have custody and control of all Association funds, shall deposit them in the Koloa Branch of the Hawaiian Bank and shall invest any reserve funds as defined by the Board of Directors in secured and insured CD or money market securities;

(q) He shall provide for the maintenance of full and accurate books of account showing all income received and all expenditures made, with explanation of each entry and shall cause to be distributed to the members of the Board of Directors, on a quarterly basis, a financial report of the same, including a Balance Sheet and Profit and Loss Statement;

(r) He shall provide for the collection of all transfer fees (\$250 per transaction) levied by the Association where an Association owner transfers all or part of his interest in his apartment to another;

(s) He shall cause notification to all persons having any interest in any apartment, according to the Association's record of ownership, any loss to, any delinquency exceeding thirty (30) days in

the payment of any assessment against such apartment, or any communication describing an intent to foreclose or take any of the common elements of the project;

(t) He shall not expend Association funds for any single project in excess of five thousand dollars (\$5,000.00) without permission from the Board of Directors;

(u) He shall notify the Board of Directors, officers and legal counsel (if any) of the receipt of any legal notifications including, but not limited to, subpoenas, lawsuits, zoning and land use proposals. The notification will be a copy of the original notice, to be delivered no more than one week after receipt. When time is of the essence, the written notification shall be preceded by telephone communication;

(v) He shall comply with all of the provisions of these By-Laws, the Declaration and the applicable laws of the State of Hawaii.

Section 3. Representation. Under the direction of the Board of Directors, the President and/or legal counsel (if any) shall determine who should represent the Association in any action, suit, hearing or other proceeding concerning the Association or concerning its properties, the common elements or more than one apartment, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any apartment owner individually to appear. Service of process on two (2) or more apartment owners in any such action, suit or proceeding may be made on the President or the Manager.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary.

## ARTICLE V

OBLIGATIONS OF APARTMENT OWNERS

Section 1. Assessments. All apartment owners shall pay to the Manager, in advance, on the first (1st) day of each and every month the monthly installments of assessments charged against their respective apartments for common expenses of the project as established by the Board of Directors.

If an account is delinquent, the manager shall proceed as follows: Within thirty (30) days of delinquency, a letter shall be mailed to the delinquent member, notifying the member that a twenty-five dollar (\$25.00) late fee will be assessed for each thirty (30) day period that the account remains delinquent. If said account remains delinquent for more than sixty (60) days, a letter shall be sent to the delinquent member by certified mail, return receipt requested, stating that a lien may be filed against the delinquent member's apartment unit, and that the member has thirty (30) days to dispute the debt. If said account remains delinquent for more than ninety (90) days, a letter shall be sent to the delinquent member by certified mail, return receipt requested, stating that the account is more than ninety (90) days delinquent, and that a lien will be filed against the delinquent member's apartment unit. In addition to the letter after ninety (90) days of delinquency, the matter shall be referred to an attorney for commencement of lien proceedings. Should a lien be attached against an apartment unit the Board may, at its discretion, direct the attorney to proceed with a foreclosure action.

Section 2. Maintenance of Apartments. Every apartment owner shall at his own expense, at all times, well and substantially repair, maintain, and keep his apartment, including, without limitation, all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment and interior decorated or finished surfaces of all walls, floors and ceilings of such

apartment, together with all improvements and additions thereto in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss and damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure, after reasonable notice to perform, shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Manager. Every apartment owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements (or any furniture, furnishings, or equipment thereof) caused by such owner or occupant or any person under either of them and shall give prompt notice to the Manager of any such loss or damage or other defect in the project when discovered.

The apartment owners shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each apartment from time to time during reasonable hours as may be necessary for the operation of the property or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments. (HRS 514A-82(b)(6))

Any such repairs or service will be billed to the apartment owner for payment.

### Section 3. Use of the Project.

(a) The apartments of the project shall be used only for their respective purposes set forth in the Declaration and for no other purpose. No apartment shall be converted into "time share" ownership.

(b) All common elements of the project shall be used only for their respective purposes as designed;

(c) No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements;

(d) Every apartment owner and occupant shall at all times keep his apartment 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 or the Association for the time being applicable to the use of the project;

(e) No apartment owner or occupant shall make or suffer waste or unlawful, improper or offensive use of his apartment or the project nor alter or remove any furniture, furnishings or equipment of the common elements;

(f) No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including a detailed plot plan prepared by a licensed architect if so required by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected;

(g) No apartment owner shall decorate or landscape any entrance of his apartment or any other portion of the project except in accordance with standards therefor established by the Board of Directors or specific plans approved in writing by the Board;

(h) No apartment owner shall permit any noise after 10:00 P.M. including but not limited to television, radio, loud talking or playing of musical instruments, the sound of which is loud enough to be heard beyond the walls of said apartment. At all times occupants shall exercise extreme care about making noises that may disturb other occupants of the project;

(i) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof;

(j) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the

ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

Section 4. House Rules. The Board of Directors upon giving notice to all apartment owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt, amend or repeal any House Rules and Regulations governing details of the operation and use of the common elements, and establishing penalties for violations thereof, not inconsistent with any provision of law, the Declaration or these By-Laws. Copies thereof shall be made available to all Association members.

Section 5. Expenses of Enforcement. Every apartment owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorney's fees incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment, foreclosing its lien therefor or enforcing any provisions of the Declaration or these By-Laws against such owner or any occupant of such apartment.

Section 6. Record of Ownership. Every apartment owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such apartment or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors through the Managing Agent, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 7. Mortgages. Any apartment owner who mortgages his apartment or any interest therein shall notify the Board of Directors through the Managing Agent, of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association.

Any holder of a mortgage of record of an apartment or of an apartment lease demising the same shall have the right to examine the books and records of the Association and the project during regular business hours. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any

apartment or interest therein shall report to such person the amount of any assessment against such apartment then due and unpaid.

## ARTICLE VI

### MISCELLANEOUS

Section 1. Amendment. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration at any meeting of the Association duly called for such purpose, following a minimum of thirty (30) days written notice to all the owners, by a vote of sixty-five (65%) of the apartment owners, effective only upon the recording of an amendment to the Declaration setting forth such amendment of these By-Laws.

Section 2. Indemnification. The Association shall indemnify every director and officer and his executors and administrators against all expense reasonable incurred by or imposed on him in connection with any action, suit or proceedings to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto, and the Condominium Property Regime, (Chapter 514, Hawaii Revised Statutes, as amended), which shall control in case of conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Property Regime.

2

Section 4. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in active business for profit on behalf of any or all of the apartment owners.

Section 5. Conduct of Business. Except as provided in these By-Laws, the business of the Association shall be conducted according to the most current edition of Robert's Rules of Order. (HRS 514A-82(a)(16))

69- 7644

INDEX 6416 REG 52

'69 FEB 24 AM 10:14

*[Signature]*  
INDEXED REGISTRAR

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

KAWAKAMI & STANWOOD

P O Box 282  
LIHUE, HI 96766

RETURN BY: MAIL ( ) PICKUP ( )

SECOND AMENDED MASTER DEED  
OF  
PRINCE KUHIO CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned KAUAI SECURITIES, LTD., a Hawaii corporation, whose principal office and domicile is situated in Koloa, County of Kauai, State of Hawaii, did, by a Plan of Apartment Ownership and Master Deed and Bylaws of "Prince Kuhio" condominium dated September 24, 1963 and recorded in the Bureau of Conveyances of the State of Hawaii in Ser 4673

517 on pages 518-554, dedicate a certain parcel of land described in said Master Deed and the improvements thereon to a plan of apartment ownership under the name of the "Prince Kuhio" condominium project under and subject to the provisions of Section 170A-16, Revised Laws of Hawaii 1955 as amended by Act 180, Session Laws of Hawaii 1961, and Act 9, Session Laws of Hawaii 1962, and the Rules and Regulations of the Real Estate Commission; and

WHEREAS, by an instrument dated February 24, 1966 the said Plan of Apartment Ownership and Master Deed, hereinafter called "MASTER DEED" was amended in certain respects; and

WHEREAS, said condominium project consists of a single building divided into two (2) sections as follows: (1) Front Section heretofore called "APARTMENT BUILDING" which hereinafter is called "FRONT SECTION", divided into twenty-two (22) individual apartments and a rear section heretofore called "HOTEL BUILDING" which hereinafter is called "HOTEL SECTION" containing forty (40) rooms and baths, dining room, bar and lobby; and

WHEREAS, under the provisions of the Master Deed as amended, there was granted to the owner of the Hotel Section the right to build additional hotel units and to subdivide and sell as condominium units the hotel and any additions thereto in

the following words:

BOOK 6416 PAGE 53

"The right to build additional hotel units to the hotel is hereby granted to the owner thereof. In the event of such addition, the proportionate share in the profits and common expenses of the general and/or common elements shall be based upon the proportion which the area of each respective unit shall bear to the total aggregate area of all family and hotel units, but no such additional building shall diminish the title and interest of any owner of a family unit in the general or limited common areas. The owner of the hotel may also further subdivide and sell as condominium units all or any portion of the hotel including any addition thereto together with a subdivided percentage of his appurtenant common or limited common interests."

WHEREAS, Kauai Securities, Ltd., hereinafter called "OWNER" remains the Owner of the Hotel Building and the individual apartment units other than the apartment units owned by the persons as listed in Exhibit " A " attached hereto and by reference made a part hereof; and

WHEREAS, Owner has built an additional section hereinafter called "REAR SECTION" containing twenty-four (24) units, which units will be hotel apartment units and not hotel units as mentioned in the aforesaid reservation of right to build additional units; and

WHEREAS, Owner also desires to subdivide the existing hotel section into hotel room units for sale as condominium units; and

WHEREAS, all of the other Owners of condominium units in this project and their spouses have consented to the amendment of said Master Deed;

NOW THEREFORE, the undersigned Owners as sole Owners of all of the right, title and interest in said "Prince Kuhio" condominium projects do hereby further amend the Master Deed and Bylaws to read as set forth in the form of Attachment "A" hereto and by reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto and their spouses have hereunto set their hands this 2nd day July, 196B :

KAUAI SECURITIES, LTD.

By [Signature]  
Its President

METROPOLITAN MORTGAGE & SECURITIES  
CO., INC.

By *Paul Sandefur*

*Larry L. Haman*  
LARRY L. HAMAN

*Mabel L. Haman*  
MABEL L. HAMAN

*Paul Russell*  
PAUL RUSSELL

*Regina M. Russell*  
REGINA M. RUSSELL

*Howard Frissell*  
HOWARD FRISSELL

*Lois Frissell*  
LOIS FRISSELL

*C. L. Schade*  
C. L. SCHADE

*Bernadine O. Schade*  
BERNADINE O. SCHADE

STATE OF WASHINGTON )  
COUNTY OF Spokane ) SS

6416 55

On this 25 day of June, 1968, before me appeared C. Paul Souther to me personally known, who, being by me duly sworn, did say that Chairman of the Board of Metropolitan Mortgage & Trust Co., 2 that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said C. Paul Souther acknowledged said instrument to be the free act and deed of said corporation.

Howard Russell  
Notary Public,  
State of Washington

My Commission expires: May 17, 1968

STATE OF HAWAII ) SS  
COUNTY OF KAUAI )

On this 2nd day of July, 1968, before me personally appeared LARRY L. HAMAN and MABEL L. HAMAN to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

John Kawahara  
Notary Public, Fifth Judicial  
Circuit, State of Hawaii

My commission expires: May 5, 1971

STATE OF Washington ) SS  
COUNTY OF Spokane )

On this 25th day of June, 1968 before me personally appeared PAUL RUSSELL and REGINA M. RUSSELL to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Howard Russell  
Notary Public, 5th Judicial  
Circuit, State of Washington  
County of Spokane

My commission expires: May 17, 1970

STATE OF Washington ) SS  
COUNTY OF Spokane )

On this 20th day of June, 1968, before me personally appeared HOWARD FRISSELL and LOIS FRISSELL, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Francis Alfred Swenson  
Notary Public, Judicial  
Circuit, State of Washington  
My commission expires: 1-18-70

STATE OF Washington ) SS  
COUNTY OF Spokane )

On this 25th day of June, 1968, before me personally appeared C. L. SCHADE and BERNADINE O. SCHADE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Howard Frisell  
Notary Public, Judicial  
Circuit, State of Washington  
My commission expires: May 17, 1970  
5/17/1970

STATE OF HAWAII )  
COUNTY OF KAUAI ) SS.

On this 2nd day of July, 1968, before me appeared C. PAUL SANDIFUR, to me personally known, who, being by me duly sworn, did say that he is the President of KAUAI SECURITIES, LTD., a Hawaii corporation that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said C. PAUL SANDIFUR acknowledged said instrument to be the free act and deed of said corporation.

Youto Kawahama  
Notary Public, Fifth Judicial Circuit,  
State of Hawaii.  
My commission expires: March 6, 1971

EXHIBIT " A "

- (1) Larry L. Haman and Mabel L. Haman, husband and wife -  
Agreement of Sale. Family Unit No. 102
- (2) Paul Russell, husband of Regina M. Russell, and  
Howard Frissell, husband of Lois Frissell -  
Agreement of Sale. Family Unit No. 103
- (3) C. L. Schade and Bernadine O. Schade, husband and wife -  
Agreement of Sale. Family Unit 201
- (4) Metropolitan Mortgage & Securities Co., Inc.  
\$647,556.63 mortgage.

RECORDATION REQUESTED BY:

INDEX 6416 58

AFTER RECORDATION, RETURN TO:  
KAWAKAMI & STANWOOD  
P. O. Box 382  
Lihue, Hawaii 96786

RETURN BY: MAIL ( X ) PICKUP ( )

Attachment "A"

PLAN OF APARTMENT OWNERSHIP  
MASTER DEED

In the District of Koloa, County of Kauai, and State of Hawaii on this 24th day of September, 1963, KAUAISECURITIES, LTD., a Hawaii corporation, whose principal office and domicile is situated in said District of Koloa, hereinafter referred to as Grantor as represented in this Deed by its President, C. PAUL SANDIFUR, who is fully empowered and qualified to execute this Deed on behalf of said corporation, does hereby state:

FIRST: That Grantor owns the property situated in the District of Koloa, Island and County of Kauai, State of Hawaii, Tax Key 2-6-05-22, area 44,836 square feet, which is more particularly described in Exhibit " B " attached hereto and by reference made a part hereof.

SECOND: That Grantor has constructed on the land described above a project known as "PRINCE KUHIO", according to the plans attached hereto as Exhibit " C " and " D " and made a part hereof, and built upon receipt of Building Code Permit No. 379, dated November 16, 1959, and Building Code Permit No. 2677, issued by the Department of Public Works of said County of Kauai, State of Hawaii dated November 17, 1967.

THIRD: That said project consists of One (1) building divided into three (3) sections as shown in Exhibit " D " attached hereto and by reference made a part hereof.

- 1) The front section hereinafter called "Apartment Section" consists of a ground (first) floor and three (3) upper floors, divided into twenty-

two (22) individual apartments, hereinafter called "family units" all of which apartments are intended for and are restricted for use for hotel apartment purposes.

2) The middle section consists of a basement, ground (first) floor and two (2) upper floors divided into forty-six (46) rooms and baths, hereinafter called "HOTEL UNITS", commercial area, office and lobby, which units are intended to be used for and are restricted for use as hotel or commercial facilities. Units 207-A and 307-A are intended and restricted for use in conjunction with Family Units 207 and 307 respectively for hotel apartment purposes.

3) The rear section consists of a ground (first) floor and two (2) upper floors divided into twenty-four (24) individual apartment units, hereinafter called "HOTEL APARTMENT UNITS", all of which apartments are intended for and are restricted for use for hotel apartment purposes.

All of the floors are capable of individual utilization on account of having their own exit to a common area and facility of the project, and the individual units will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, hereinafter referred to as "family unit", "hotel unit", or "hotel apartment unit" as may be appropriate and collectively as "condominium units" or as "units" and also an undivided interest in the general and/or limited common areas and facilities of the project, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or limited common areas and facilities", all of the above in accordance with Section 170A-16, Revised Laws of Hawaii 1955, as amended by Act 180, Session Laws of Hawaii 1961, and Act 9, Session Laws of Hawaii 1962, and the Rules and Regulations of the Real Estate Commission.

The space enclosed within the unfinished interior surfaces of the perimeter walls, floors, ceilings and exterior of the lanai railings as shown in said Exhibit " D " including the paint, wall paper, tile or other finishings on such interior surfaces together with nonsupporting walls, fix-

tures and improvements located within such said air space and excluding supporting walls shall constitute the condominium unit.

Measurements of units hereinafter stated include all of the outside walls and one-half (1/2) of the block partition between units and contain total gross areas as stated.

**FOURTH:** That the aforesaid project has a total building area of 50895.79 square feet, of which the family units constitute 14,641 square feet, the hotel facilities 25447.95 square feet and hotel apartment units 10806.84 square feet.

**FIFTH:** The condominium units and common areas and facilities of the project shall be as follows:

**I. Family Units:** There are family units on all four floors of the front section, six (6) on the ground floor, seven (7) each on the second and third floors and two (2) on the fourth floor. The said family units will be numbered consecutively from 101 to 106 on the ground floor, 201 to 207 on the second, 301 to 307 on the third floor and 401 and 402 on the fourth floor. Hereinafter such family units will be referred to as family unit number one hundred one (101), family unit number two hundred one (201), et cetera, respectively.

Each family unit is equipped with:

One Frigidaire refrigerator, one Frigidaire deluxe oven, one Frigidaire four-burner electric stove, and one Nautilus Ventilator.

The family units are described herein below. Each is rectangular in shape and more specifically shown in Exhibit " D ".

- (a) Family unit 101 (one hundred one): 39.66 feet long and 15.67 feet wide, making a total area of 621.48 square feet, situated on the ground floor between Stairway "A" on the South and Family Unit 102 on the North.
- (b) Family unit 102 (one hundred two): 39.66 feet long and 15.38 feet wide, making a total area of 609.98 square feet, situated on the ground floor between Family units 101 and 103.
- (c) Family unit 103 (one hundred three): 39.66 feet long and 15.34 feet wide, making a total area of 608.38 square feet, situated on the ground floor between Family units 102 and 104.
- (d) Family unit 104 (one hundred four): 39.66 feet long and 15.10 feet wide, making a total area of 598.87 square feet, situated on the ground floor between Family units 103 and 105.

(e) Family unit 105 (one hundred five): 39.66 feet long and 15.35 feet wide, making a total area of 608.78 square feet, situated on the ground floor between Family units 104 and 106.

(f) Family unit 106 (one hundred six): 39.66 feet long and 15.33 feet wide, making a total area of 607.99 square feet, situated on the ground floor between Family unit 105 and Stairway "B".

The main door of each family unit above has access to the land of this project at ground level. Each of said units is a one-bedroom apartment with living room, bathroom, bedroom, lanai room and closet.

(g) Family unit 201 (two hundred one): 39.66 feet long and 15.70 feet wide, making a total area of 622.66 square feet, situated on the second floor between Stairway "A" and Family unit 202.

(h) Family unit 202 (two hundred two): 39.66 feet long and 15.28 feet wide, making a total area of 606.00 square feet, situated on the second floor between Family units 201 and 203.

(i) Family unit 203 (two hundred three): 39.66 feet long and 15.34 feet wide, making a total area of 608.38 square feet, situated on the second floor between Family units 202 and 204.

(j) Family unit 204 (two hundred four): 39.66 feet long and 15.68 feet wide, making a total area of 621.87 square feet, situated on the second floor between Family units 203 and 205.

(k) Family unit 205 (two hundred five): 39.66 feet long and 15.34 feet wide, making a total area of 608.38 square feet, situated on the second floor between Family units 204 and 206.

(l) Family unit 206 (two hundred six): 39.66 feet long and 15.30 feet wide, making a total area of 606.80 square feet, situated on the second floor between Family units 205 and 207.

(m) Family unit 207 (two hundred seven): 31.35 feet long and 10.73 feet wide, making a total area of 229.09 square feet, situated on the second floor between Family unit 206 and Stairway "B".

The main door of each of said family units situated on the second floor has access to the balcony thereof. Each unit except 207 is a one-bedroom apartment, with living room, kitchen, bathroom, bedroom, lanai room and closet. Family unit 207 is a studio apartment, with a combination living bedroom, kitchen, bathroom, lanai and closet.

(n) Family unit 301 (three hundred one): 39.66 feet long and 16.01 feet wide, making a total area of 634.96 square feet, situated on the third floor between Stairway "A" and Family unit 302.

(o) Family unit 302 (three hundred two): 39.66 feet long and 15.28 feet wide, making a total area of 606.00 square feet, situated on the third floor between Family units 301 and 303.

(p) Family unit 303 (three hundred three): 39.66 feet long and 15.33 feet wide, making a total area of 607.99 square feet, situated on the third floor between Family units 302 and 304.

(q) Family unit 304 (three hundred four): 39.66 feet long and 15.67 feet wide, making a total area of 621.47 square feet, situated on the third floor between Family units 303 and 305.

(r) Family unit 305 (three hundred five): 39.66 feet long and 15.34 feet wide, making a total area of 608.38 square feet, situated on the third floor between Family units 304 and 306.

(s) Family unit 306 (three hundred six): 39.66 feet long and 15.28 feet wide, making a total area of 606.00 square feet, situated on the third floor between Family units 305 and 307.

(t) Family unit 307 (three hundred seven): 21.51 feet long and 10.85 feet wide, making a total area of 233.38 square feet, situated on the third floor between Family unit 306 and Stairway "B".

The main door of each of said family units situated on the third floor has access to the balcony thereof. Each unit except 307 is a one-bedroom apartment, with living room, kitchen, bathroom, bedroom, lanai room and closet. Family unit 307 is a studio apartment, with a combination living bedroom, kitchen, bathroom, lanai and closet.

(u) Family unit 401 (four hundred one): 31.49 feet long and 28.70 feet wide, making a total area of 903.76 square feet, situated on the fourth floor between Stairway "A" and Family unit 402.

(v) Family unit 402 (four hundred two): 31.49 feet long and 28.70 feet wide, making a total area of 903.76 square feet, situated on the fourth floor between Family unit 401 and Stairway "B".

The main door of each of said family units situated on the fourth floor has access to the balcony thereof. Each unit contains two bedrooms, living room, bath room, lanai and closet.

II. Hotel Units: There are hotel units on all three (3) floors of the Hotel Section. Said building contains a basement area in addition to said three (3) floors. There are twelve (12) hotel units, office, lobby and commercial and service areas on the ground floor; 18 hotel units, one (1) storage room and one (1) maids supply room on the second floor; 18 hotel units, one (1) storage room and one (1) maids supply room on the third floor. The basement area may be partitioned into storage, utility and recreational areas.

Room numbers 001 to 030 are reserved for use for any rooms that may be constructed on the basement area; room numbers 111 through 130 are reserved for use for hotel and other rooms on the first floor; numbers 207-A to 230 for hotel rooms on the second floor and numbers 307-A through 330 for hotel rooms on the third floor.

Each hotel unit is rectangular in shape as described below and is more specifically shown in Exhibit "D" attached hereto. Said hotel units are described below:

Basement Area: The basement area is a rectangular area as shown in Exhibit "D" and shall constitute a single condominium unit.

Said basement area is designated as Room 001. Its measurements are as follows:

144 feet long by 45 feet 6 inches wide including heater room and stairway area, making a total gross area of 6553.00 square feet bounded on all four (4) sides by the walls of said basement with access to common areas through stairways D and E shown in Exhibit "D".

First Floor: There are twelve (12) Hotel Units situated on the ground floor together with one office, one commercial area and lobby. The main door of each hotel unit and the office has access to a corridor which connects with the corridor of the ground (first) floor of the rear section to the north and the lobby to the south through which all units have access to the grounds and the parking areas of the project. Each hotel unit is a sleeping room with bath and lanai. The office is divided into a front office and back office. The lobby is an open area with toilet facilities. The measurements of said hotel units, office and commercial area are as follows:

- (a) Commercial area (Room 111) 31 feet 8 inches long by 20 feet 6 inches wide or 641.23 square feet room

area and 10 feet by 5 feet wide or 52.40 square feet lanai area making a total gross area of 693.64 square feet between the south wall of the hotel section on the south and Room 115 on the north.

(b) Office - Room 114 (One hundred fourteen) 25 feet 4 inches long by 20 feet 6 inches wide less men's room area, making a total area of 425.30 square feet between the lobby and Room 116.

(c) Hotel Units 116, 118, 120, 122 and 124 located on the west side of the central corridor adjoining each other between the office on the south and the storage and janitor's supply room on the north, and Hotel Units 115, 117, 119, 121, 123 and 125 located on the east side of the central corridor adjoining each other between the commercial area 111 on the south and Hotel Unit 127 on the north measure 16 feet by 20 feet 3 inches making 324.00 square feet room area and 10 feet by 5 feet making 50.00 square feet lanai area or a total gross area of 374.00 square feet.

(d) Hotel Unit 127 located between Hotel Unit 125 on the south and Hotel Apartment Unit No. 131 on the north, 16 feet 4 inches by 20 feet 3 inches making 330.74 square feet room area and 16 feet 8 inches by 5 feet making 83.33 square feet lanai area or a total gross area of 414.07 square feet each.

Second Floor: There are 18 hotel units situated on the second floor together with service areas consisting of maid's supply room and storage room. The main door of each hotel unit, maid's supply room and storage room has access to a corridor which connects with the corridor of the second floor of the rear section to the north and the balcony of the second floor of the front section to the south.

Each hotel unit is a sleeping room with bath and lanai except Hotel Unit 207-A which is a sleeping room only.

The measurements of said hotel units are as follows:

(a) Hotel Unit No. 207-A, 20 feet 3 inches long by 11 feet wide making a total area or 222.75 square feet between Family Unit 207 on the south and Hotel Unit 211 on the north.

(b) Hotel Unit 211 located on the east side of the central corridor between Hotel Unit 207-A on the south and Hotel Unit 215 on the north; and Hotel Unit 214 located on the west side of the central corridor between the maids room on the south and Hotel Unit 216 on the north, measure 15 feet 8 inches by 20 feet 3 inches making 317.24 square feet room area together with 10 feet by 5 feet making 50.00 square feet lanai area or a total gross area of 367.24 square feet each.

(c) Hotel Units 215, 217, 219, 221, 223, 225 and 227 adjoining each other located on the east side of the central corridor between Hotel Unit 211 on the south and Hotel Unit 229 on the north; and Hotel Units 216, 218, 220, 222, 224, 226 and 228 adjoining each other located on the west side of the central corridor between Hotel Unit 214 on the south and the storage closet on the north measure 20 feet 3 inches long by 16 feet wide making 324.00 square feet room area together with 10 feet long by 5 feet wide making 50.00 square feet lanai area or a total gross area of 374.00 square feet each.

(d) Hotel Unit 229 located on the east side of the central corridor between Hotel Unit 227 on the south and Hotel Apartment Unit No. 231 on the north measures 20 feet

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3 inches long by 16 feet 4 inches wide making 330.74 square feet room space together with 10 feet long by 5 feet wide making 50 square feet lanai area or a total gross area of 380.74 square feet.

Third Floor: There are eighteen (18) Hotel Units situated on the third floor together with service areas consisting of maid's supply room and storage room. The main door of each hotel unit, maid's supply room and storage room has access to a corridor which connects with the corridor of the Third Floor of the new section to the north and the balcony of the Third Floor of the front section to the South.

Each Hotel Unit is a sleeping room with bath and lanai, except Hotel Unit 307-A which is a sleeping room only.

The measurements of said Hotel Units are as follows:

(a) Hotel Unit No. 307-A, 20 feet 3 inches long by 11 feet wide, making a total gross area of 222.75 square feet between Family Unit 307 on the south and Hotel Unit 311 on the north.

(b) Hotel Unit 311 located on the east side of the central corridor between Hotel Unit No. 307-A on the south and Hotel Unit 315 on the north; and Hotel Unit 314 located on the west side of the Central Corridor between the maid's room on the south and Hotel Unit 316 on the north measure 20 feet 3 inches long by 15 feet 8 inches wide, making 317.24 square feet room area together with 10 feet long by 5 feet wide making 50 square feet lanai area or a total gross area of 367.24 square feet each.

(c) Hotel Units 315, 317, 319, 321, 323, 325 and 327 adjoining each other located on the east side of the central corridor between Hotel Unit 311 on the south and Hotel Unit

329 on the north; and Hotel Units 316, 318, 320, 322, 324, 326 and 328 adjoining each other located on the west side of the central corridor between Hotel Unit 314 on the south and the storage closet on the north measures 20 feet 3 inches long by 16 feet wide making 324.00 square feet room area together with 10 feet long by 5 feet wide making 50.000 square feet lanai area or a total of 374.00 square feet total gross area each.

(d) Hotel Unit 329 located on the east side of the Central Corridor between Hotel Unit 327 on the south and Hotel Apartment Unit No. 331 on the north measures 20 feet 3 inches long by 16 feet 4 inches wide making 330.74 square feet room space together with 10 feet long by 5 feet wide making 50 square feet lanai area or a total gross area of 380.74 square feet.

III. Hotel Apartment Units: There are Hotel Apartment Units on each of the three (3) floors of the rear section, each floor having eight (8) Hotel Apartment Units. The main door of each Hotel Apartment Unit has access to a corridor on each respective floor which connects to the south with the central corridor of the hotel section on each respective floor and to a stairway to the north for access to the grounds and parking areas. Each of said units is a one bedroom apartment including bathroom, living-sleeping room, kitchenette, lanai and closet.

Hotel Apartment Unit numbers 131 through 140 are reserved for use for Hotel Apartment Units on the first floor; numbers 231 through 240 for Hotel Apartment Units on the second floor and numbers 331 through 340 for Hotel Apartment Units on the third floor.

Each Hotel Apartment Unit is equipped with a portable combination refrigerator and electric stove unit.

Each Hotel Apartment Unit is rectangular in shape and is more specifically shown in Exhibit "D" attached hereto.

The Hotel Apartment Units situated on the ground floor are described as follows:

(a) Hotel Apartment Unit 131 located on the east side of central corridor between Hotel Unit 127 on the south and Hotel Apartment Unit 133 on the north; and Hotel Apartment Unit 137 located on the east side of the central corridor between Hotel Apartment Unit 135 on the south and the north wall of the new section on the north measure 20 feet 3 inches by 17.00 feet wide making 344.25 square feet room area together with 17 feet long by 5 feet wide making 85 square feet lanai area or a total gross area of 429.25 square feet each.

(b) Hotel Apartment Units 133 and 135 adjacent to each other located on the east side of the central corridor between Hotel Apartment Units 131 and 137 measure 20 feet 3 inches long by 16 feet 8 inches wide making 337.48 square feet room area together with 16 feet 8 inches long by 5 feet wide making 83.33 square feet lanai area or a total gross area of 420.81 square feet each.

(c) Hotel Apartment Unit 132 located on the west side of the central corridor between the stairway of the hotel section on the south and Hotel Apartment Unit 134 on the north; and Hotel Apartment Unit 138 located on the west side of the central corridor between Hotel Apartment Unit 136 on the south and the north wall and stairway of the new section on the north, measure 25 feet 3 inches long by 17 feet wide making 429.25 square feet room area together with 17 feet long by 3 feet wide making 51.00 square feet lanai area or a total gross area of 480.25 square feet each.

(d) Hotel Apartment Units 134 and 136 adjoining each other located on the west side of the central corridor between Hotel Apartment Units 132 and 138 measure 25 feet 3 inches long and 16 feet 8 inches wide making 420.81 square feet room area together

with 16 feet 8 inches long by 3 feet wide making 49.99 square feet lanai area or a total gross area of 470.81 square feet each.

The Hotel Apartment Units situated on the second floor are described as follows:

(a) Hotel Apartment Unit 231 located on the east side of the central corridor between Hotel Unit 229 on the south and Hotel Apartment Unit 233 on the north; and Hotel Apartment Unit 237 located on the east side of the central corridor between Hotel Apartment Unit 235 on the south and the north wall of the new section on the north measure 20 feet 3 inches long by 17 feet wide making 344.25 square feet room area together with 17 feet long by 5 feet wide making 85 square feet lanai area or a total gross area of 429.25 square feet each.

(b) Hotel Apartment Units 233 and 235 adjacent to each other located on the east side of the central corridor between Hotel Apartment Units 231 and 237 measure 20 feet 3 inches long by 16 feet 8 inches wide making 337.48 square feet room area together with 16 feet 8 inches long by 5 feet wide making 83.33 square feet lanai area or a total gross area of 420.81 square feet each.

(c) Hotel Apartment Unit 232 located on the west side of the central corridor between the stairway area of the hotel section on the south and Hotel Apartment Unit 234 on the north; and Hotel Apartment Unit 238 located on the west side of the central corridor between Hotel Apartment Unit 236 on the south and the north wall and stairway of the new section on the north measure 25 feet 3 inches long by 17 feet wide making 429.25 square feet room area together with 17 feet long by 3 feet wide making 51.00 square feet lanai area or a total gross area of 480.25 square feet each.

(d) Hotel Apartment Units 234 and 236 adjoining each other located on the west side of the central corridor between Hotel Apartment Units 232 and 238 measure 25 feet 3 inches long and 16 feet 8 inches wide making 420.81 square feet room area together with 16 feet 8 inches long by 3 feet wide making 49.99 square feet lanai area or a total gross area of 470.81 square feet each.

The Hotel Apartment Units situated on the third floor are described as follows:

(a) Hotel Apartment Unit 331 located on the east side of the central corridor between Hotel Unit 329 on the south and Hotel Apartment Unit 333 on the north; and Hotel Apartment Unit 337 located on the east side of the central corridor between Hotel Apartment Unit 335 on the south and the north wall of the new section on the north measure 20 feet 3 inches long by 17 feet making 344.25 square feet room area together with 17 feet long by 5 feet wide making 85 square feet lanai area or a total gross area of 429.25 square feet each.

(b) Hotel Apartment Units 333 and 335 adjacent to each other located on the east side of the central corridor between Hotel Apartment Units 331 and 337 measure 20 feet 3 inches long by 16 feet 8 inches wide making 337.48 square feet room area together with 16 feet 8 inches long by 5 feet wide making 83.33 square feet lanai area or a total gross area of 420.81 square feet each.

(c) Hotel Apartment Units 332 located on the west side of the central corridor between the stairway area of the new section on the south and Hotel Apartment Unit 334 on the north; and Hotel Apartment Unit 338 located on the west side of the central corridor between Hotel Apartment Unit 336 on the south and the north wall and stairway of the new section on the north, measure 25 feet 3 inches long by 17 feet wide making 429.25 square feet room area together

with 17 feet long by 3 feet wide making 51.00 square feet lanai area or a total gross area of 480.25 square feet each.

(d) Hotel Apartment Units 334 and 336 adjoining each other located on the west side of the central corridor between Hotel Apartment Units 332 and 338 measure 25 feet 3 inches long by 16 feet 8 inches wide making 420.81 square feet room area together with 16 feet 8 inches long by 3 feet wide making 49.99 square feet lanai area or a total gross area of 470.81 square feet each.

**IV. General Common Areas and Facilities will be as follows:**

- (a) The parcel of land described in paragraph First of this Deed.
- (b) Parking facilities as shown in Exhibit " C " attached hereto and consisting of 23,872 square feet.
- (c) Swimming pool.
- (d) Easement to sewer treatment plant.
- (e) Stairway "A", located on the south end of the Front Section which leads from the ground floor to the fourth floor of the Front Section.
- (f) Stairway "B" of the Front Section located on the north end of the Front Section which leads from the ground floor to the fourth floor.
- (g) Stairway "C" and "D" to basement, Stairway "E" at north end of the Hotel Section and Stairway "F" at the north end of the New Section.
- (h) Plumbing network throughout the project.
- (i) Electric and telephone wiring throughout the project.
- (j) Necessary light, telephone and water connections.
- (k) The foundations, the supporting walls, floors and roof slabs of the project as described in the plans which form part of this Deed as Exhibit " D " hereof.
- (l) Easement "1-A" being an easement for roadway and parking, as shown in Exhibit " C " attached hereto.
- (m) The balconies which extend from Stairway "A" to Stairway "B" of each of upper floors of the Front Section.
- (n) Central corridors of all the hotel and New Sections on all floors.

- (o) Maids room and storage rooms on the second and third floors of the Hotel Sections.
- (p) Lobby located on the ground floor of the Hotel Section.

SIXTH: The title and interest of each Owner of a condominium unit in the above mentioned general and common areas and facilities, his representation for voting purposes in all votes cast in the Council of Co-Owners; and his share of the profits and expenses of the said general and common areas and facilities are determined as follows:

1. Thirty-four per cent (34%) of the title and interest in all of the said general and common areas and facilities and 50% of all votes to be cast in the Council of Co-Owners shall be allocated to the Owners of the Family Units in the Front Section of the building and shall be shared by them in the proportion that the area of each respective Family Unit shall bear to the total of 14,641 square feet area of all Family Units.
2. Sixty-six per cent (66%) of the said title and interest, and 50% of all votes to be cast in the Council of Co-Owners shall be allocated to all other condominium units and shall be shared by them in the proportion that the area of each such other condominium unit shall bear to the total of 36,254.79 square feet area of all such other condominium units.
3. The profits and common expenses of said general and also any limited common areas and facilities, if any, as agreed to by a majority vote of Co-Owners in any duly called and held meeting of the Council of Co-Owners, shall be shared among all Owners of all condominium units in the proportion that the area of each respective condominium unit shall bear to the total of 50,895.79 square feet area of all condominium units.
4. The proportions of said title, interest, voting rights, profits and expenses are as follows:

FAMILY UNITS

Unit Nos.	Percentage of 14,641 square feet	Percentage total Title and Interest	Percentage of Voting Repre- sentation	Percentage of Profits and Expenses
101	4.2	1.42	2.10	1.26
102, 103, 104 105, 106	4.1	1.41	2.05	1.24
201	4.5	1.52	2.25	1.26
202, 203	4.4	1.49	2.20	1.23
204	4.5	1.52	2.25	1.25
205, 206	4.4	1.49	2.20	1.23
207	1.8	.61	0.90	.46
301	4.6	1.56	2.30	1.29
302, 303	4.4	1.49	2.20	1.23
304	4.5	1.53	2.25	1.26
305, 306	4.4	1.49	2.20	1.23
307	1.8	.61	.90	.46
401, 402	9.2	3.13	4.60	1.83

HOTEL AND HOTEL APARTMENT UNITS

Unit Nos.	Percentage of 36,254.79 square feet	Percentage of Total Title and Interest	Percentage of Total Voting Representation	Percentage of Total Profits or Expenses
Hotel Unit:				
010	18.09	11.97	9.02	13.16
111	2.19	1.45	1.08	1.60
114	1.17	.77	.59	.86
115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125	1.03	0.68	.52	.75
127	1.14	.75	.57	.83
207-A	.61	.40	.30	.45
211, 214	1.01	.67	.50	.74
215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228	1.03	.68	.52	.75
229	1.05	.69	.52	.77
307-A	.61	.40	.30	.45
311, 314	1.01	.67	.50	.74
315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328	1.03	.68	.52	.75
339	1.05	.69	.52	.77

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Hotel Apartment Units	Percentage of 36,254.79 square feet	Percentage of Total Title and Interest	Percentage of Total Voting Representation	Percentage of Total Profits or Expenses
131	1.18	.77	.59	.87
132	1.32	.87	.65	.97
133	1.16	.77	.58	.86
134	1.30	.86	.65	.96
135	1.16	.77	.58	.86
136	1.30	.86	.65	.96
137	1.18	.78	.59	.87
138	1.32	.87	.65	.97
231	1.18	.78	.59	.87
232	1.32	.87	.65	.97
233	1.16	.77	.58	.86
234	1.30	.86	.65	.96
235	1.16	.77	.58	.86
236	1.30	.86	.65	.96
237	1.18	.78	.59	.87
238	1.32	.87	.65	.97
331	1.18	.78	.59	.87
332	1.32	.87	.65	.97
333	1.16	.77	.58	.86
334	1.30	.86	.65	.96
335	1.16	.77	.58	.86
336	1.30	.86	.65	.96
337	1.18	.78	.59	.87
338	1.32	.87	.65	.97

SEVENTH: That the administration of "PRINCE KUHIO" condominium consisting as aforesaid of the project and parcel of land described in paragraphs "FIRST" and "FIFTH" of this Deed shall be in accordance with the provisions of this Deed, and with the provisions of the Bylaws which are made a part hereof and attached hereto as Exhibit " A ".

EIGHTH: That as appears above, a plan of apartment ownership is hereby constituted under and subject to the provisions of Section 170A-16, Revised Laws of Hawaii 1955, as amended by Act 180, Session Laws of Hawaii of 1961, and Act 9, Session Laws of Hawaii, 1962, and the Rules and Regulations of the Real Estate Commission.

NINTH: That for the purpose of determining respective values on the recodation of this Deed at the Bureau of Conveyances at Honolulu, the value of the "PRINCE KUHIO" condominium is distributed as follows:

1. The parcels of land described in paragraph "FIRST" is valued at NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$99,784.00).

2. The project described in paragraphs "SECOND and "THIRD" hereof, including the parcels of land described in paragraph "FIRST" above, is valued at ONE MILLION THREE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS (\$1,374,000.00).

(a) The family units total value is FOUR HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$444,000.00).

(b) The Hotel Units total value is FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00).

(c) The Hotel Apartment Units total value is FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000.00).

TENTH: That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of Exhibit " A " attached hereto; and the Grantor covenants to take no action which will adversely affect the rights of the Council of Co-Owners with respect to assurance against latent defects in the project or other rights assigned to the Council of Co-Owners by reason of the establishment of the condominium.

**ELEVENTH:** That the general and/or limited common areas and facilities shall remain undivided and no owner shall bring any action for partition or division in kind.

**TWELFTH:** That the percentage of the undivided interest in the general and/or limited common areas and facilities established herein shall not be changed except with the unanimous consent of all of the owners expressed in amendment to this Deed duly recorded.

**THIRTEENTH:** That the undivided interest in the general and/or limited common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

**FOURTEENTH:** That each owner shall comply with the provisions of this Deed, the Bylaws, decisions and resolutions of the Council of Co-Owners or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

**FIFTEENTH:** That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly recorded instruments.

**SIXTEENTH:** That no owner of a condominium unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or limited common areas and facilities or by the abandonment of his condominium unit.

**SEVENTEENTH:** That all present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of

any of the condominium units of the project or the mere act of occupancy of any of said units shall signify that the provisions of this Deed are accepted and ratified.

**EIGHTEENTH:** That if the property subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Bylaws attached hereto as Exhibit "A" except as may be otherwise provided by an agreement unanimously approved by the owners of the units.

**NINETEENTH:** That, where a mortgagee or other purchaser of condominium unit obtains title by reason of foreclosure of a mortgage covering a unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the Council of Co-Owners which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Council of Co-Owners from filing and claiming liens for such assessment and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

**TWENTIETH:** The name of the person to receive service of process for and in behalf of the Council of Co-Owners is Larry Haman whose residence and business address is Kukuiula, Koloa, Kauai, Hawaii, or in his absence, any officer of the Council of Co-Owners.

**TWENTY FIRST:** Except as hereinabove provided, this declaration may be amended by an affirmative vote of seventy-five (75) per cent of all of the voting interest hereinabove set forth.

**IN WITNESS WHEREOF,** the Grantor has executed this instrument the day and year first above written.

KAUAI SECURITIES, LTD.

By /s/ C. PAUL SANDIFUR  
Its President

STATE OF WASHINGTON )  
 ) -SS.  
COUNTY OF SPOKANE )

On this 24th day of September, 1963, before me appeared C. PAUL SANDIFUR, to me personally known, who, being by me duly sworn, did say that he is the President of KAUISECURITIES, LTD., a Hawaii corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation by authority of its Board of Directors, and the said C. PAUL SANDIFUR acknowledged said instrument to be the free act and deed of said corporation.

/s/ MARY J. KELLEY  
Notary Public, \_\_\_\_\_ Judicial Circuit,  
State of \_\_\_\_\_.

My Commission expires: Feb. 18, 1966

BY-LAWS OF  
"PRINCE KUHIO" CONDOMINIUM

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ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at Koloa, Island and County of Kauai, State of Hawaii, known as "PRINCE KUHIO", a condominium, is submitted to the provisions of Section 170A-16, Revised Laws of Hawaii, as amended by Act 180, Session Laws of Hawaii 1961, and Act 9, Session Laws of Hawaii 1962, and Rules and Regulations of the Real Estate Commission of the State of Hawaii.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to said project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws to the recorded Plan of Apartment Ownership (Master Deed). The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted and ratified and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the condominium unit or units.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentage assigned in the Master Deed.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III  
ADMINISTRATION

Section 1. Responsibilities of Council of Co-Owners. The owners of the units will constitute the Council of Co-Owners who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Council of Co-Owners shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Council of Co-Owners shall be held on \_\_\_\_\_, 196\_\_\_. Thereafter, the annual meetings of the Council of Co-Owners shall be held on the \_\_\_\_\_ of \_\_\_\_\_ each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners and/or the Board of Directors may also transact such other business of the Council of Co-Owners as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Council of Co-Owners shall be governed by a Board of Directors composed of five persons, all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council of Co-Owners, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the general common areas and facilities as in (c) below and the limited common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the general common areas and facilities and the limited common areas and facilities.

**Section 4. Management Agent.** The Board of Directors may employ for the Council of Co-Owners a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

**Section 5. Election and Term of Office.** At the first annual meeting of the Council of Co-Owners the term of office of two Directors shall be fixed for three (3) years, of two other Directors for two (2) years, and of one other Director for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 6. Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council of Co-Owners shall be filled by vote of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Council of Co-Owners.

**Section 7. Removal of Directors.** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

**Section 8. Organization Meeting.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may

be called by the President on three days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Council of Co-Owners handling or responsible for Council of Co-Owners' funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Council of Co-Owners shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Council of Co-Owners shall be elected annually by the Board of Directors at the organization meeting of

each new Board and shall hold office at the pleasure of the Board.

**Section 3. Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council of Co-Owners and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of the Council of Co-Owners, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

**Section 5. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council of Co-Owners; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

**Section 7. Treasurer.** The Treasurer shall have responsibility for the Council of Co-Owners' funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

**Section 1. Assessments.** All owners are obligated to pay monthly, by the 10th day of each month, assessments imposed by the Council of Co-Owners to meet

all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made by percentage according to the area of the unit owned, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements determined by the Council of Co-Owners.

**Section 2. Maintenance and repair.**

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

(d) The Council of Co-Owners shall, in general, be responsible for the repair and maintenance of exterior surfaces, corridors, lanais, exterior door surfaces, lanai and balcony railings, stairs and railings, the costs of the upkeep and maintenance of the yards, parking lot, courts, all public areas, swimming pool and sewer treatment plant. The costs of the expenses charged to the "PRINCE KUHIO" condominium will be paid for out of maintenance fund payments made by Condominium unit owners and received by the Council of Co-Owners.

(e) When said exterior surfaces, hallways, lanais, balconies, railings, stairs, fences, gates, shrubbery and public areas are damaged as a result of the negligence of an owner of a condominium unit, or members of his or her family, or of a tenant or a guest of said owner, then such owner shall be responsible for the prompt payment of the cost of repairs.

(f) Damages caused by breaks in main utility lines and pipes and the like shall be the responsibility of the Council of Co-Owners. The Council of Co-Owners shall not be liable for interruption not reasonably avoidable in the supply of utility services or hot water or for any accident occurring in or about the building in the operation of the hot water or utility services, or for any damage, injury or loss the owners or occupants of the condominium units damaged may thereby sustain.

(g) In case an owner of a condominium unit, through negligence, does damage to the condominium unit of another or others, he shall be responsible for payment of the costs of said repairs and shall promptly pay the costs therefor.

(h) Requests for exterior repairs and maintenance shall be submitted to the Manager who shall determine whether the requested repairs and/or maintenance concerned are the responsibility of the Council of Co-Owners or the owner of the condominium unit. If owner of the condominium unit does not agree with the Manager's decision, he may appeal therefrom to the Council of Co-Owners, doing so in writing within seven (7) days following the Manager's decision.

### Section 3. Use of Condominium Units - Internal Changes.

(a) All Family units and Hotel Apartment Units shall be utilized for hotel apartment purposes only. All Hotel Units shall be used for hotel purposes only.

(b) An owner shall not make structural modifications or

alterations in his unit or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Council of Co-Owners shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

**Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.**

(a) An owner shall not place or cause to be placed in the corridors, balconies, lobbies, vestibules, stairways, elevators and other facilities now or hereafter installed, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

**Section 5. Right of Entry.**

(a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Council of Co-Owners in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

**Section 6. Rules of Conduct.** All condominium unit owners, tenants, guests of owners and other occupants of the condominium units are bound by these rules and are enjoined to adhere to them to the end that there shall be maximum peace and happiness in and upon the premises. Primary responsibility for adherence to these rules is fixed upon each owner of a condominium unit who shall be res-

possible not only for his or her own compliance but also in respect to compliance therewith by his or her family members, tenants and guests.

(a) No resident of the project shall post any advertisements or posters of any kind in or on the project except as authorized by the Council of Co-Owners.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

(c) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(d) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines, or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Council of Co-Owners.

(g) Such gates as are or which may be installed at the entrances to the lawn and swimming pool shall be kept closed at all times. Persons entering or leaving the lawn and pool area through said gates shall firmly close the gate concerned.

(h) Only furniture and potted plants with containers to avoid dripping of water therefrom may be used on lanais. Screens and other articles which in the opinion of the Council of Co-Owners are unsightly shall be removed and kept from lanais upon written request of the Council of Co-Owners.

(i) The watering of plants and the sweeping and mopping of lanais and adjacent areas shall be accomplished in a manner which will not create a nuisance to persons residing in lower or adjacent family units or to persons on the grounds of the premises.

(j) Under no circumstances shall articles be thrown, or allowed to be swept, brushed or thrown off the lanais.

(k) The laundry facilities and the laundry area are primarily for the use of occupants of the building. Persons using the same shall do so having due regard for the needs of others who may likewise desire to use the laundry facilities and the laundry area. Rules concerning the use of said facilities and area and other rules duly authorized which are posted on the laundry room bulletin board shall be observed.

(l) Users shall not leave clothes in the washer or dryers or on the lines beyond the time reasonably necessary to complete the washing or drying operation, or more than two hours, whichever is the lesser time.

(m) Mechanical defects in the laundry facilities shall be promptly reported to the Manager. Users shall not attempt to effect repairs.

(n) Users of laundry equipment and facilities shall avoid overloading and shall not use an excessive amount of soap.

(o) Furniture other than that provided by the Council of Co-Owners shall not be used in the lawn and pool area. The Council of Co-Owners' furniture shall not be removed from the pool area.

(p) Users of the lawn and pool area are responsible for the removal therefrom of all articles brought thereto by them including towels, foodstuff, books and magazines at the time they leave said area.

(q) Bicycles, scooters, skates and the like vehicles shall not be operated in the lawn and pool area, excluding infant carriages and wheel chairs, infant carriages to be attended at all times.

(r) Surfboards and rubber floating mats shall not be stored even temporarily in the lawn and pool area.

(s) Occupants shall promptly adhere to requests of the Manager in respect to the matter of subduing lights which in his opinion affect the peace and enjoyment of other occupants.

(t) Occupants are requested to notify the Manager respecting any hall or basements lights which are left on when not needed.

(u) All requests or suggestions for Board action shall be made in writing, signed and dropped in the suggestion box in Manager's office.

(v) Children shall not play in the halls, elevators, lobbies, public restrooms, on bridges or on access lanais.

(w) Condominium unit owners shall be held responsible for the conduct of their children, and shall promptly pay, upon demand by the Council of Co-Owners, the monetary amount of any damage to any property resulting from the misconduct of their children.

(x) Occupants are requested to notify the Manager of the name, address and telephone number of the persons and/or physicians who should be notified in case of an emergency.

(y) All occupants shall notify the Manager of their respective forwarding addresses prior to leaving on extended trips and shall also provide information to him regarding the use of their family units while they are away.

(z) Parking stalls may be assigned to specific persons for their exclusive use and if so assigned, shall not be used or occupied by others except as may be authorized by such specific persons. Parking stall users shall park their cars in such manner as to avoid having their cars protrude beyond the confines of the parking stall concerned and in such manner as to avoid blocking the entrance and exit driveways.

(1a) House pets are allowed provided they do not become a nuisance to other residents. House pets which become a nuisance shall, at the request of the Manager, be forthwith removed permanently from the premises.

(1b) While a house pet is on the premises, it shall be kept on a leash except when it shall remain inside of its respective owner's unit.

(1c) Showers shall be taken before entering the pool.

(1d) Children under thirteen (13) years of age shall not use the pool unless accompanied in the pool by a responsible adult.

(1e) The pool may be used between the hours of 6 A.M. and 6 P.M. and shall not be used between the hours of 6 P.M. and 6 A.M.

(1f) Except with the permission of the Manager, guests shall not use the pool unless accompanied by a condominium unit owner or tenant, responsible for the conduct of his or her guests.

(1g) All persons shall comply with the requests of the Manager respecting matters of personal conduct in and about the pool and lawn area.

(1h) The life ring in the pool area is there for safety purposes only. It shall not be used for any other purpose.

(1i) Pets are not allowed within the public area adjacent to the swimming pool and bounded by the fence and three (3) steel gates.

(1j) The Council of Co-Owners has the right to request and if necessary, enforce the removal of persons who become public nuisances.

(1k) In addition to the rights reserved to the Council of Co-Owners in the Contract of Sale and/or Deed to expel from the premises a purchaser or Grantee or any person holding under the purchaser or Grantee, the Council of Co-Owners may expel the purchaser of the condominium unit or a Grantee, from the premises as hereinafter provided. If at any time the Council of Co-Owners concludes that a purchaser, or a Grantee, has been guilty of objectionable conduct or has permitted objectionable conduct to be practiced in or upon the premises, the Council of Co-Owners may expel that purchaser or Grantee, or any persons holding under him, from the premises, provided, however, that no such action shall be taken except upon the affirmative vote of at least two-thirds of the purchasers and/or Grantee present at any meeting duly called for the purpose of acting upon such matter. If, at such a meeting, at least two-thirds of the owners of the condominium units present determine that the conduct complained of is objectionable conduct (which term shall include repeated violations of or disregard for the terms, conditions and covenants of the contract of sale or deed, or of these By-Laws, or any of the provisions thereof, and immoral or illegal conduct, whether on the demised premises or elsewhere, habitual drunkenness or the use of narcotics other than by valid medical prescription)

on the part of the purchaser of a condominium unit or a Grantee, or on the part of a person dwelling in or frequently visiting at a condominium unit, and that the tenancy of the purchaser of a condominium unit, or a Grantee, is undesirable, then, in any such event, the Council of Co-Owners may at once enter into and upon the demised premises or any part thereof in the name of the whole and at its option terminate the occupancy or other rights of the purchaser of the condominium unit, or Grantee, under the terms of the Contract of Sale and/or Deed and thereupon and become wholly vested with all of the right, title and interest of the purchaser of the condominium unit and/or Grantee therein and may expel and remove from said premises the purchaser of the condominium unit, or Grantee, or those claiming under him, and his effects, all without notice or resort to any legal process and without being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned thereby, and without prejudice to any other remedy and right of action which the Council of Co-Owners may have for the arrears due the maintenance fund or for other or preceding breach of covenants or conditions of the Contract of Sale and/or Deed.

(11) Provided, however, if the purchaser of a condominium unit and/or Grantee expelled has by payments paid on the contract of sale and/or deed an equity ownership of a value in excess of damages caused by him or by his other breach of covenants or of arrears due the maintenance fund, he shall be entitled to a refund the amount of which will be decided by a Board of Appraisers chosen as hereinafter set forth who shall consider the amount paid by him and the arrears and damages caused by him.

(1m) A Board of Appraisers for said purposes shall be appointed as follows:

One appraiser shall be appointed by the purchaser of the condominium unit and/or Grantee accused, one appraiser shall be appointed by the Council of Co-Owners, and a third appraiser shall be appointed by the two above appraisers, or in the event the two above appraisers do not agree on the appointment of a third appraiser, an application will be filed with the Judge of the Circuit Court of the Fifth Judicial Circuit, State of Hawaii, for the appointment of the third appraiser, and the decision of the majority of the appraisers shall be final and complied with by the parties concerned.

(1n) If, in the enforcement of any of these By-Laws or in the enforcement of any of its rights under the Contract of Sale and/or Deed the Council of Co-Owners finds it necessary to retain an attorney, the purchaser of a condominium unit and/or Grantee shall reimburse the Council of Co-Owners for the expense of the attorney's fees and disbursements thereby incurred by the Council of Co-Owners so far as the same are reasonable in amount, and the Council of Co-Owners shall have the right to collect the same from the purchaser of a condominium unit and/or Grantee upon demand.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 1. By-Laws. These By-Laws may be amended by the Council of Co-Owners in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the voting interest as set forth in sub-paragraph three (3) of paragraph Sixth of the Plan of Apartment Ownership Master Deed.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Council of Co-Owners. An Owner who mortgages his unit shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, giving the name and address of his Mortgagee; and the Council of Co-Owners shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Section 170A-16 of the Revised Laws of Hawaii 1955, as amended by Act 180, Session Laws of Hawaii 1961, and Session Laws of Hawaii 1962, and the Rules and Regulations of the Real Estate Commission of the State of Hawaii.

ARTICLE X

ADOPTION OF BY-LAWS

At the time of the recording in the Bureau of Conveyances at Honolulu of the Master Deed, KAUAI SECURITIES, LTD. was the sole owner of all condominium units and thereby constituted the Council of Co-Owners, an unincorporated

association. As each condominium unit is sold and a Deed is delivered, the Grantee will become a member of said Council of Co-Owners with voting rights as aforesaid. The undersigned, owner of all the units of the "PRINCE KUHIO" Condominium, approves and hereby adopts the foregoing By-Laws therefor.

Council of Co-Owners of "PRINCE KUHIO" Condominium.

By KAUAI SECURITIES, LTD.

By /s/ C. Paul Sandifur  
Its President

Dated at Honolulu, Oahu, Hawaii, this 24th day of September, 1963.

ALL of that certain parcel of land situated at Koloa, Kona, Island and County of Kauai, State of Hawaii, being a consolidation of the following portions of the Ahupuaa of Koloa, L. C. A. 7714-B, R. P. 6714 to Kekuaiwa:

1. A portion thereof known as PARCELS ONE (1) and FOUR (4);

2. A portion of Apana 2 thereof known as PARCEL TWELVE-B (12-B); and

3. A portion of Apana 2 thereof known as PARCEL TWELVE-A-TWO (12-A-2);

and being more particularly described as follows:

Beginning at a pipe at the Southeasterly corner of this parcel of land, being also the Southwesterly corner of the Kuhio Memorial Park, and on the Northerly side of the Lawai Beach Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" (McB) being South 10, 840.21 feet and East 18, 540.21 feet, and running by azimuths measured clockwise from true South:

1. 88° 56' 85.60 feet along the Northerly side of the Lawai Beach Road;
2. 96° 24' 64.20 feet along the Northerly side of the Lawai Beach Road to a pipe;
3. 201° 44' 162.73 feet along Lot 12-A-1 to a pipe;
4. 111° 44' 98.11 feet along Lot 12-A-1 to a pipe;
5. 201° 44' 100.07 feet along a portion of R. P. 6740, L. C. Aw. 3409, Ap. 1 to Piliwale to a pipe;
6. 201° 03' 81.45 feet along a portion of R. P. 6740, L. C. Aw. 3409, Ap. 1 to Piliwale and along the remainder of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa to a "+" on concrete;
7. 275° 45' 98.66 feet along the remainder of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa, along McBryde Sugar Co., Ltd. property to a "+" on concrete;
8. 357° 28' 352.50 feet along the Kuhio Memorial Park to the point of beginning, and

containing an Area of 44,636 Square Feet.

Being all of the land described in the following deeds:

1. That certain deed dated September 13, 1963 from C. Paul Sandifur, husband of J. Evelyn Sandifur, to Kauai Securities, Ltd., recorded in the Bureau of Conveyances at Honolulu, Hawaii in Liber 4805, Page 558;

2. That certain deed dated February 25, 1961 from William K. Waialeale and Edith K. Waialeale, husband and wife, to Kauai Securities, Ltd., recorded in said Bureau of Conveyances in Liber 4012, Page 439; and

3. That certain deed dated September 13, 1963 from Cantwell Paul Sandifur and Jennie Evelyn Sandifur, husband and wife, to Kauai Securities, Ltd., recorded in said Bureau of Conveyances in Liber 4605, Page 562.

TOGETHER WITH certain rights of easements as follows:

I. SEWAGE TREATMENT PLANT EASEMENT

An easement appurtenant to the above land for the construction and operation of a sewage treatment plant on a parcel of land designated as the "Easement Area" and described as follows:

All of that certain parcel of land situate at Koloa, Kona, Island and County of Kuaui, State of Hawaii, being portions of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa and L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions.

Beginning at a "+" on concrete on the easterly boundary of this easement, being also the Northwesterly corner of the consolidation of Lots 1, 4, 12-A-2 and 12-B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHLAWA" (McB) being South 10, 478.18 feet and East 18, 426.26 feet and running by azimuths measured clockwise from true South:

1. 21° 03' 16.17 feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa;
2. 115° 09' 79.89 feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa;
3. 205° 09' 61.84 feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa and along the remainder of a portion of L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
4. 295° 09' 76.00 feet along the remainder of a portion of L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions and along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa;
5. 21° 44' 45.79 feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa to the point of beginning, and

containing an area of 4, 816 square feet.

TOGETHER with all rights of ingress and egress necessary for the full and complete use, operation and benefit of the easement granted and all rights and privileges incident thereto.



12. 115° 09' 38.05 feet along same to a pipe;
13. Thence on a curve of radius 20.00 feet to the left along same, the direct azimuth and distance being:  
75° 38' 30" 25.45 feet to a pipe;
14. 36° 03' 270.33 feet along same to a pipe;
15. Thence on a curve of radius 20.00 feet to the left along same, the direct azimuth and distance being:  
346° 21' 30.54 feet to a pipe;
16. 116° 34' 23.65 feet along the North side of the Lawai Beach Road to a pipe;
17. 116° 04' 33.01 feet along same to the point beginning, and

Containing an area of 11,148 square feet.

RESERVING HOWEVER, unto Grantor, and his successors in interest, the right to use the said Easement "1-A" for roadway purposes, and/or to remove said Easement "1-A" to another location on his property, and any such relocation to be at the cost and expense of C. Paul Sandifur, his heirs and assigns.

SAID LANDS BEING SUBJECT, HOWEVER, to Easement "A" being a non-exclusive easement for sewer line purposes

including but not limited to the right to construct, maintain and repair underground pipelines over, across, through and under the following described lands:

Being a portion of R. P. 6714, L. C. Aw. 7714-B, to M. Kekuanaoa and a portion of R. P. 6740, L. C. Aw. 3409, Apana 1 to Piliwale is situated at Koloa, (Kona), Kauai, Hawaii, and is more fully described by notes of survey as follows:

Beginning at a pipe at the South end of this strip of land, and along the North side of the Lawai Beach Road, the coordinates of this said point of beginning referred to Government Survey Trig. Station "WAHIAWA" being 10,841.32 feet South and 18,479.63 feet East, the centerline description running in the Northwesterly direction is as follows:

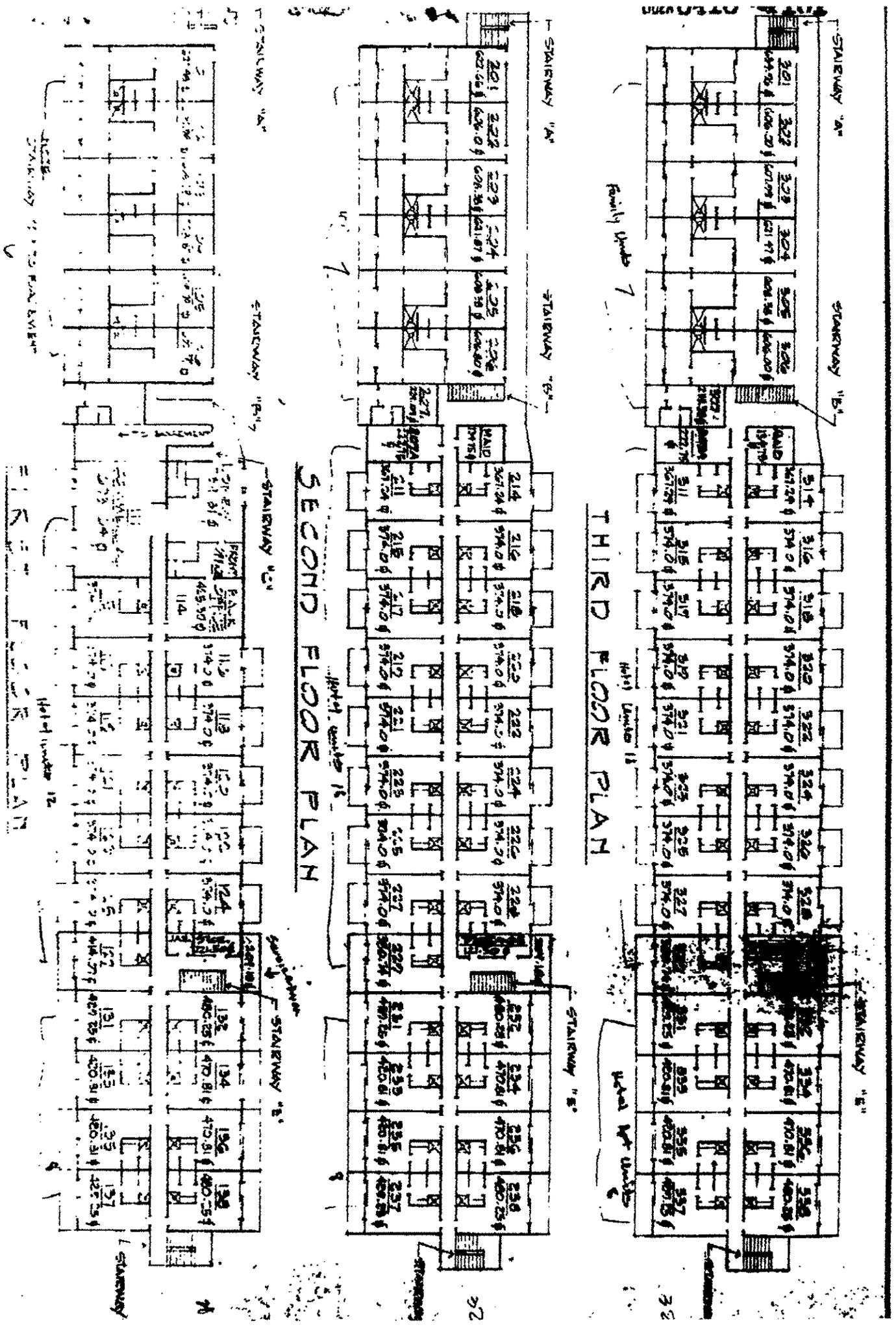
1. 176° 50' 270.00 feet across R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa to a pipe;
2. 152° 45' 30" 105.12 feet across R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa and R. P. 6740, L. C. Aw. 3409, Apana 1 to Piliwale to pipe along the treatment plant site, this 8.00 feet wide strip of land,

Containing an area of 2,253 square feet.

Together with the right to tap into and use the sewage treatment plant described in those grants of sewage treatment plant easement dated August 30, 1963 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4605, pages 550-553, and dated September 13, 1963 and recorded in said Bureau in Liber 4605, pages 554-556; subject, however, to the terms and conditions contained in said Grants of sewage treatment plant easement, and subject further to the condition that the owners or occupiers of the said dominant lands shall pay their prorata share of costs of construction, repair, maintenance and operation of said plant.

RESERVING, HOWEVER, unto Kauai Securities and its successors in interest the right to use said Easement "A" for its own sewer line purposes and/or to remove said Easement "A" to another location upon its property, any such relocation to be at the cost and expense of Kauai Securities, and its successors in interest.





SECOND FLOOR PLAN

THIRD FLOOR PLAN

MECHANICAL PLANT

STAIRWAY "A"

Unit 12

STAIRWAY "B"

STAIRWAY "C"

STAIRWAY "E"

STAIRWAY "A"

STAIRWAY "B"

STAIRWAY "E"

STAIRWAY "A"

STAIRWAY "B"

STAIRWAY "E"

Family Units 7

Unit 11

Unit 11

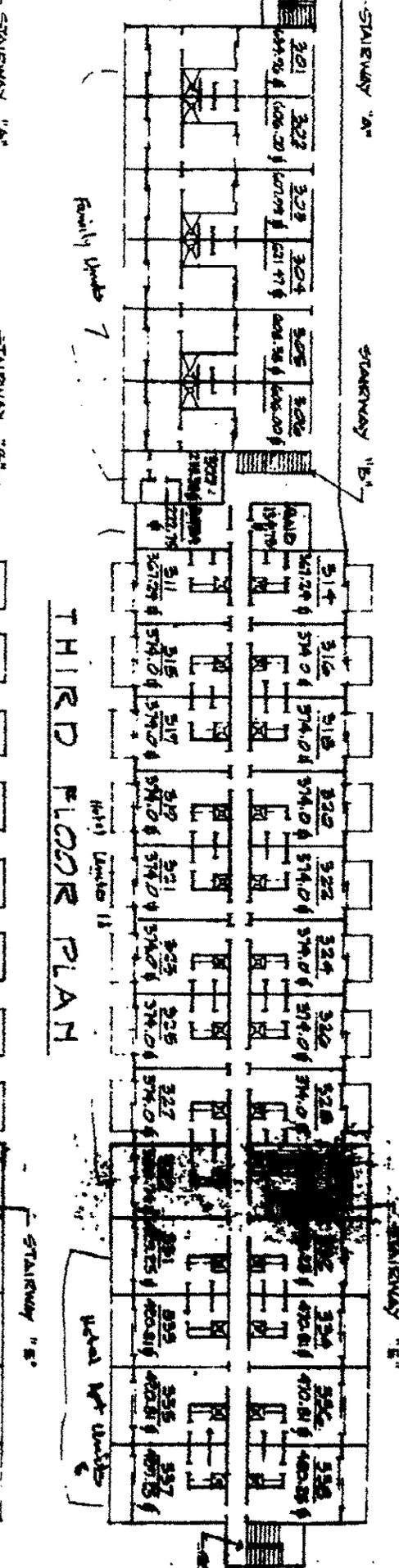
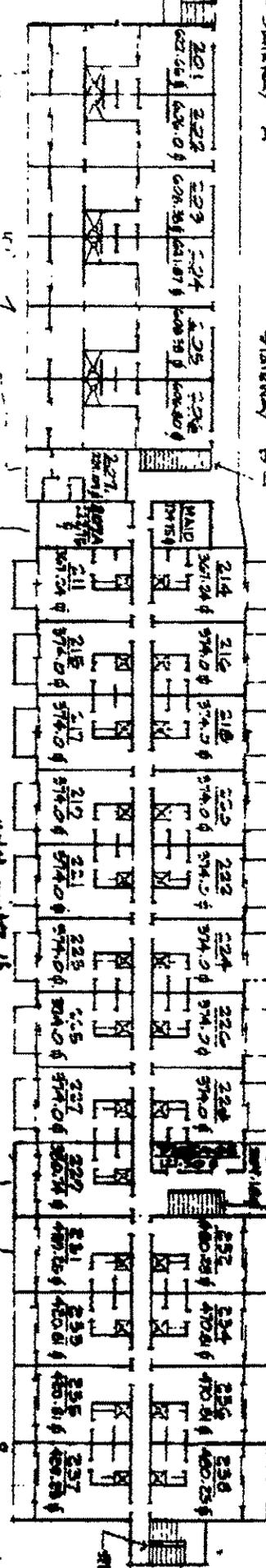
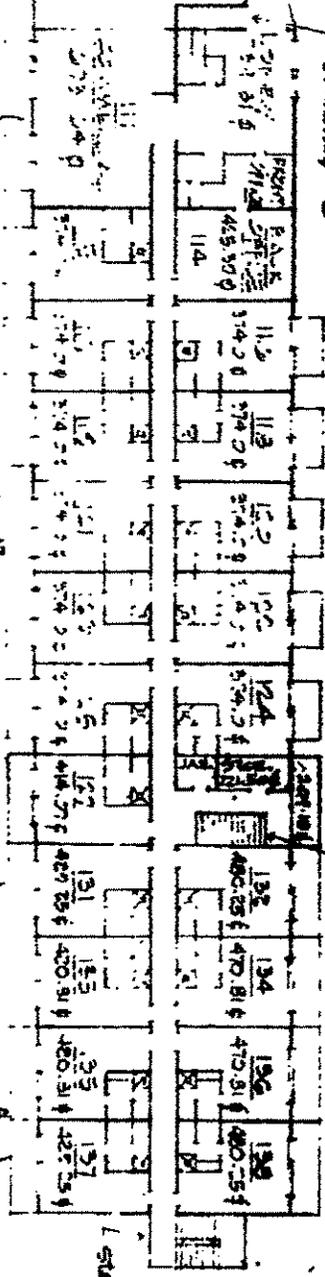
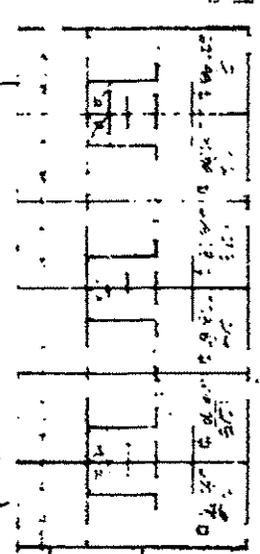
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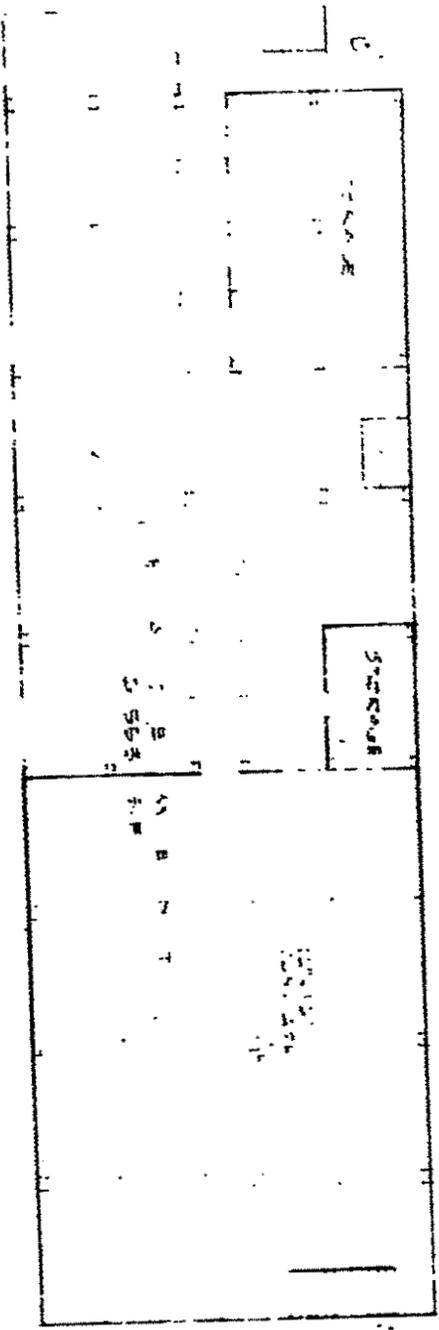
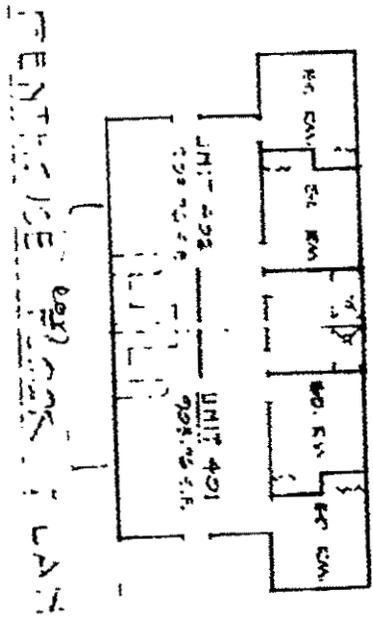
Unit 18

9

32

32





RESIDENT FLOOR PLAN



RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

CONROY, HAMILTON, GIBSON, (108, II)

NICKELSEN & RUSH

ATTORNEYS AT LAW

20TH FLOOR, HAWAII BUILDING

745 FORT STREET

HONOLULU, HAWAII

RETURN BY: MAIL ( ) PICKUP ( )

1C  
75- 93618

LIBER 11101 PG 10  
1975 DEC 18 AM 8:58

Space above this line for Registrar's use

THIRD AMENDMENT TO DECLARATION OF  
HORIZONTAL PROPERTY REGIME OF  
PRINCE KUHIO

WHEREAS, KAUAI SECURITIES, LIMITED, a Hawaii corporation submitted certain real property to the provisions of the Horizontal Property regime, established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, by instrument dated September 24, 1963, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4673, Page 517 (hereinafter called the "Declaration"), and contemporaneously therewith filed in said Bureau of Conveyances as Condominium Map No. 8 the plans of the "PRINCE KUHIO" Horizontal Property Regime; and

WHEREAS, said Declaration was amended by instruments dated February 24, 1966, recorded as aforesaid in Liber 5281, Page 325, and dated July 2, 1968, recorded as aforesaid in Liber 6416, Page 52; and

WHEREAS, it is the intent of the owners of all of the apartments of said project to amend said Declaration and the By-Laws attached thereto and said Condominium Map as hereinafter set forth;

NOW, THEREFORE, the undersigned, being the owners of all of the apartments of the PRINCE KUHIO Horizontal Property Regime, hereby agree as follows:

I. Condominium Map No. 8 previously filed as aforesaid is hereby deleted in its entirety, and new Condominium

Map No. 8 contemporaneously filed herewith is inserted in place thereof.

II. The Declaration and By-Laws are hereby further amended to read as follows:

DECLARATION OF HORIZONTAL PROPERTY REGIME  
OF  
PRINCE KUHIO

WHEREAS, KAUAI SECURITIES, LIMITED, a Hawaii corporation, (hereinafter called "Fee Simple Owner") and the undersigned (the undersigned and Fee Simple Owner hereinafter sometimes collectively called "Grantor") own in fee simple that certain real property described in Exhibit "A" attached hereto and for every purpose made a part hereof; and

WHEREAS, said land has been improved by the construction thereon of certain improvements hereinafter described in accordance with plans incorporated herein by reference and recorded in the Bureau of Conveyances of the State of Hawaii as Condominium Map No. 8, as amended;

NOW, THEREFORE, in order to create a condominium project consisting of said land and improvements (herein called the "Project") and to be known as "PRINCE KUHIO", Grantor hereby submits said land to the Horizontal Property Regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and in furtherance thereof makes the following declarations as to divisions, limitations, restrictions, covenants and conditions and hereby declares and agrees that said property is held and shall be held, or conveyed, mortgaged, encumbered, leased, rented,

used, occupied and improved subject to said declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of Grantor and their and each of their respective heirs, executors, administrators, successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns:

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

1. Apartments. Ninety-four (94) apartments are hereby designated in the spaces within the perimeter and party walls, floors and ceilings of each of the ninety-four (94) apartments of the project, contained in a four (4) story building, with a basement, constructed principally of concrete, concrete block, and brick, and which spaces together with appurtenant lanai air spaces, if applicable, are referred to herein as "apartments", and are designated on said condominium map and are described as follows:

(a) Apartment No. 001 is located in the basement.

(b) Apartment Nos. 101, 102, 103, 104, 105, 106, 111, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 127, 130, 131, 132, 133, 134, 135, 136 and 137 are located on the first floor.

(c) Apartment Nos. 201, 202, 203, 204, 205, 206, 207, 211, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236 and 237 are located on the second floor.

(d) Apartment Nos. 301, 302, 303, 304, 305, 306, 307, 311, 314, 315, 316, 317, 318, 319, 320, 321, 322, 324, 325, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337 and 338 are located on the third floor.

(e) Apartment Nos. 401 and 402 are located on the fourth floor.

(f) The apartments are constructed according to several different floor plans. A description of each of the floor plans, designating the layout, the number of rooms and the approximate area thereof is set forth in Exhibit "B" attached hereto and for every purpose made a part hereof.

(g) The apartments are numbered and located in the manner shown on Condominium Map No. 8, as amended, recorded in the Bureau of Conveyances of the State of Hawaii.

(h) Each apartment has immediate access to the grounds of the project or to a corridor and/or an access balcony which lead to stairways, each of which lead to the grounds of the project.

(i) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floor and ceiling surrounding each apartment, or any pipes, wires, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all fixtures originally installed therein, the lanai air space, if applicable, all the walls and partitions which are not load bearing within its perimeter or

party walls, the inner decorated or finished surfaces of all walls, floors, ceilings, doors, door frames, windows, window frames and lanai railings, if applicable.

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

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, corridors, access balconies, walkways, entrances and exits of said building;
- (c) All yards, grounds and landscaping;
- (d) All roads, driveways and parking areas;
- (e) Swimming pool;
- (f) Lobby, office, laundry room, trash room, and meter room;
- (g) All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;
- (h) 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.

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

The access corridors and access balconies on each floor on or above the second floor are restricted for the use of the apartments located on each of the respective floors.

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

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

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

2. If any part of the common elements encroaches upon any apartment or limited common element, a valid easement with such encroachment and maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the project shall be partially or totally destroyed and then rebuilt, minor encroachments of any part of the common elements due to construction shall be permitted, and valid

easements for such encroachments and the maintenance thereof shall exist;

3. The Association of Apartment Owners of the project shall have the right, to be exercised by the Board of Directors or Managing Agent, to enter any apartments and limited common elements from time to time during reasonable hours as may be necessary for the operation of the project or for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

D. ALTERATION AND TRANSFER OF INTEREST. Except as otherwise provided in this Declaration, the common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, which amendment shall contain the consent thereto by the holders of any first mortgage of any apartment as shown in the Association's record of ownership, or who have given the Board notice of their interest through the Secretary of the Association or the Managing Agent, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof or the apartments except as provided by said Horizontal Property Act; and, without limiting the provisions of Section 514-17(a)(2) of the Hawaii Revised Statutes, any such partition or division

shall be subject to the prior written consent thereto by the holders of any first mortgage, filed or recorded, of any apartment.

E. USE. The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests, except that the apartments may also be used for hotel or transient purposes, and except that Apartment Nos. 111, 114 and 001 (and subdivisions of Apartment No. 001, as hereinafter provided) may be occupied and used for such purposes and any other purposes from time to time that are permitted under applicable ordinances, rules and regulations of the appropriate agencies of the County of Kauai, State of Hawaii. The apartments may not be used for any other purpose unless consent of the Board of Directors is secured. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants and conditions of this Declaration.

F. ADMINISTRATION OF PROJECT. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the project in accordance with the By-Laws of the Association attached hereto as Exhibit "C" and made a part hereof. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Declaration and the By-Laws, and specifically but without limitation the Association shall:

1. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the project or any part thereof.

2. 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 for the time being applicable to the project or the use thereof.

3. Well and substantially repair, maintain, amend and keep all common elements of the project, including without limitation the buildings thereof, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any street boundary of the project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation, and replant the same as may be necessary, and repair and make good all defects in the common elements of the project herein required to be repaired by the Association, of which notice shall be given by any owner or his agent, within thirty (30) days after the giving of such notice.

4. Before commencing or permitting construction of any improvements on the project, obtain a bond or certificate thereof naming as Obligee collectively all apartment owners 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 completion of such construction free and clear of all mechanics' and materialmen's liens and all claims in lieu of mechanics' and materialmen's liens arising under Section 514-9 of the Hawaii Revised Statutes, as amended.

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

6. 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, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board, first approved in writing by the Board and also approved by a majority of apartment owners (or such larger percentage as required by law or this Declaration) including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof.

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

G. MANAGING AGENT. Operation of the project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association in accordance with the By-Laws. Service of legal process in all cases provided in said Horizontal Property Act may be served upon any member of the Board of Directors of the Association of Apartment Owners of the Horizontal Property Regime.

H. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation the operation thereof, any maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, any labor, services, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon, and any premiums for hazard and liability insurance herein required with respect to the project shall constitute common expenses of the project for which all apartment owners shall be severally liable in proportion to their respective common interests. Real property taxes and special assessments referred to in Section 514-23, Hawaii Revised Statutes, as amended, and charges, including those for utilities, which are separately metered to an apartment will be paid separately by the owner thereof, and shall not be common expenses of the horizontal property regime hereby created and no payments thereof shall be payments of such common expenses. The Board

of Directors of the Association (herein called the "Board") shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment which may be foreclosed by the Board or Managing Agent as provided by said Horizontal Property Act, provided that thirty (30) days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to all persons having any interest in such apartment as shown in the Association's record of ownership. Without limiting the provisions of Section 514-24 of the Hawaii Revised Statutes, as amended, where the holder of a mortgage of record of an apartment comes into possession of the apartment pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or conveyance in lieu of foreclosure of the mortgage, such mortgagee shall taken such possession of the apartment free of any claims for unpaid assessments or charges chargeable to the apartment, which accrue prior to the time such mortgagee comes into possession of the apartment (except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments or charges among all apartments, including such apartment).

In the event that assessments received during any year are in excess of the actual expenditures for such year by the Association for common expenses of the project, the Board of Directors may determine in its sole discretion that such excess shall be:

- (1) Refunded to the apartment owners in whole or in part;

(2) Applied in whole or in part to reduce the assessments for the immediately subsequent year;

(3) Designated in whole or in part as a capital contribution to the Association to be used for future capital improvements and replacements;

(4) Segregated and held in whole or in part as a Custodial Fund to be expended solely for specifically designated capital improvements and replacements; or

(5) Segregated and added in whole or in part to the Maintenance Reserve Fund established hereunder.

The proportionate interest of each apartment owner in said capital contributions, Custodial Fund or Maintenance Reserve Fund, cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the Horizontal Property Regime hereby created shall be terminated or waived, said capital contributions, Custodial Fund or Maintenance Reserve Fund, remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, 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 By-Laws of the Association and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time,

and failure to comply with any of 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; in the event of the failure of any apartment owner to comply fully with any of the same within thirty (30) days after written demand therefor by the Association, the Association shall promptly give written notice of such failure to the holder of any first mortgage of such apartment, as shown in the Association's record of ownership or who has given the Board notice of its interest through the Secretary of the Association or the Managing Agent.

J. INSURANCE. The Board on behalf of the Association at its common expense shall at all times keep the buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, in the name of the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interest and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Secretary true copies of such insurance policies or current certificates thereof, without prejudice to the

right of each apartment owner to insure his apartment for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the building, *except as provided in* paragraph K hereof, in a good and substantial manner according to the original plan and elevation thereof or such modified plan conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

1. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any apartment owner;

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

3. Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested such notice of the insurer;

4. Contain a waiver by the insurer of any right of subrogation to any right of the Board or apartment owners

against any of them or any other persons under either of them;

5. Contain a standard mortgagee clause which shall:

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

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

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

(d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

The Board on behalf of the Association at its common expense shall also effect and maintain at all times comprehensive general liability insurance, covering all apartment owners with respect to the project, in an insurance company authorized to do business in the State of Hawaii with minimum limits of not less than \$500,000.00 for injury to one person and \$1,000,000.00 for injury to more than one person in any one accident or occurrence and \$100,000.00 for property damage, and from time to time upon receipt thereof deposit promptly with the Secretary current certificates of such insurance

without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments. Such insurance shall (a) provide that the same shall not be invalidated by any act or neglect of the Board or apartment owners or any persons under any of them, and (b) contain a waiver by the insurer of any right of subrogation to any right of the Board or apartment owners against any of them or any other persons under them.

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

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

K. INSURED DAMAGE OR DESTRUCTION. Notwithstanding the provisions of paragraph J, if any part of the improvements of the project shall be damaged by an insured casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the apartments untenable, shall be reconstructed or repaired

unless at a meeting of the Association of Apartment Owners, which shall be called prior to commencement of such reconstruction or repair, eighty percent (80%) or more of the apartment owners vote against such reconstruction or repair, and this Declaration is terminated pursuant to the provisions of Section 514-17(a)(1) of the Hawaii Revised Statutes.

2. Total destruction, which shall be deemed to mean destruction which does render one-half or more of the apartments untenable, shall be reconstructed or repaired unless at a meeting of the Association of Apartment Owners, which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 30 days thereafter, eighty percent (80%) or more of the apartment owners vote against such reconstruction or repair. In the event the property shall not be reconstructed or repaired, pursuant to such vote, the provisions of Section 514-17(a)(2) of the Hawaii Revised Statutes shall apply.

L. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, all compensation payable for or on account of taking shall be equitably apportioned between the apartment owners. All portions of any such award payable on account of the apartment owners shall be payable to a condemnation trustee, who shall be a bank or trust company designated by the Board doing business in the County of Kauai, State of Hawaii. The Board of Directors shall arrange for the repair and restoration of the buildings and improvements in accordance with the design thereof immediately prior to such condemnation or, if

such repair and restoration in accordance with said design are not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Board and the mortgagee of record of any interest in an apartment directly affected thereby. In the event of a partial taking in which any apartment is eliminated or not restored, the condemnation trustee shall disburse the portion of the proceeds of such award allocable to said apartment, less the proportionate share of said apartment in the cost of debris removal, to the owner of said apartment in satisfaction of his interest in said apartment. The condemnation trustee shall disburse the remainder of the proceeds of such award to the contractor engaged in such repair and restoration in appropriate progress payments and in the event such proceeds are insufficient to pay the costs thereof the Board is expressly authorized to pay such excess costs from the maintenance fund and if the maintenance fund is insufficient for this purpose the Board shall levy a special assessment on the owners of apartments in proportion to their common interests. In the event sums are received in excess of the cost of repairing and restoring the remaining buildings and improvements, or in the event all the buildings and improvements are so taken or condemned, such excess proceeds or said proceeds, as the case may be, shall be divided between the owners of apartments in accordance with their interests in the common elements.

M. UNINSURED CASUALTY. In case at any time or times any improvements of the project shall be damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be rebuilt, repaired or restored

unless eighty percent (80%) or more of the apartment owners vote to the contrary. Any such restoration of the common elements shall be completed diligently by the Association at its common expense, and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed according to the original plan and elevation thereof or such other plan first approved as provided herein.

N. ALTERATION OF PROJECT. Except as otherwise provided in this Declaration, restoration or replacement on or appurtenant to the project of any building or other facility or construction or structural alteration or addition to any such structure different in any material respect from said Condominium Map of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly 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. Provided, however, that notwithstanding any provision in this Declaration to the contrary any alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive

use of an apartment, or of certain apartments, shall require only the written approval thereof, including the apartment owner's plans therefor, by the holders of liens affecting such apartment (if the lien holders require such approval), the Board, and all other apartment owners *thereby directly* affected (as determined by said Board), and such alterations or additions may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of the project as so altered.

O. MAINTENANCE RESERVE FUND. The Board may establish and maintain a Maintenance Reserve Fund by the allocation to such Fund of annual assessments which are in excess of the amount of current expenditures for common expenses; such allocation to be in such reasonable annual amount as the Board may determine in its sole discretion as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements and other expenses of administration of the project, which shall be deemed conclusively to be a common expense of the project. The Board may include reserves for contingencies in such Fund, and such Fund may from time to time be increased or reduced in the discretion of the Board.

P. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Horizontal Property Act this Declaration may be amended by affirmative vote of seventy-five percent (75%) of the apartment owners and shall be effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association, provided, how-

ever, that the Fee Simple Owner expressly reserves the right to amend this Declaration pursuant to the provisions of Section 514-13, Hawaii Revised Statutes, as amended, after completion of the building described herein by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built.

Q. DEFINITIONS. The terms "majority" or "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interest, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests.

R. CONVERSION OF CERTAIN APARTMENTS.

1. Any provision of this Declaration to the contrary notwithstanding, the owners of certain apartments shall have the right to alter, as hereinafter set forth, the floor plans and the common interests of their respective apartments solely by an amendment to this Declaration, each such amendment to be executed solely by the respective apartment owners of such apartments, provided that such amendments shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Each such amendment shall set forth the new unit type of, and the new common interest appurtenant to, each apartment involved, and need not include a complete set of floor plans of the Project as so altered. Each such amendment shall also include the

consent thereto of the holder of any recorded mortgage of the apartments involved.

2. Such alteration of the floor plans of such apartments shall be subject to the prior approval thereof of the Board (which approval by the Board may not be unreasonably withheld) and of the appropriate agencies of the State of Hawaii and the County of Kauai and shall only be in accordance with the alternate floor plans of such unit types contained in said Condominium Map No. 8, as amended, of the Project. The following apartments may, pursuant to the provisions of this paragraph R, alter their floor plans and common interests as hereinafter set forth:

(a) Apartment Nos. 111 and 115 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 115, having the floor plan shown in the "Scheme A" floor plan.

(b) Apartment 111 may alter its floor plan, such that after alteration it shall have the floor plan shown in the "Scheme B" floor plan.

(c) Apartment No. 114 may alter its floor plan, such that after alteration it shall be a type "F" apartment.

(d) Apartment Nos. 328 and 330 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 328, of type "E".

(e) Apartment Nos. 307 and 311 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 311, of type "D".

(f) Apartment No. 115 may alter its floor plan such that after alteration it shall have the floor plan shown in the "Scheme B" floor plan.

(g) Apartment Nos. 124 and 228 may each separately alter their floor plans, such that after alteration an altered apartment shall have a type "C" floor plan.

(h) Apartment No. 214 and 314 may each separately alter their floor plans, such that after alteration an altered apartment shall have a type "H" floor plan.

(i) Apartment Nos. 117 and 119 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 119, of Type "I".

(j) Apartment Nos. 121 and 123 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 123, of type "I".

(k) Apartment Nos. 125 and 127 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 127, of type "I".

(l) Apartment Nos. 116 and 118 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 116, of type "I".

(m) Apartment Nos. 120 and 122 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 120, of type "I".

(n) Apartment Nos. 215 and 217 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 217, of type "I".

(o) Apartment Nos. 219 and 221 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 221, of type "I".

(p) Apartment Nos. 223 and 225 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 225, of type "I".

(q) Apartment Nos. 227 and 229 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 229, of type "I".

(r) Apartment Nos. 216 and 218 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 216, of type "I".

(s) Apartment Nos. 220 and 222 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 220, of type "I".

(t) Apartment Nos. 224 and 226 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 224, of type "I".

(u) Apartment Nos. 315 and 317 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 317, of type "I".

(v) Apartment Nos. 316 and 318 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 316, of type "I".

(w) Apartment Nos. 327 and 329 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 329, of type "I".

(x) Apartment Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 125, 127, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 229, 311, 315, 316, 317, 318, 320, 321, 327, 328 and 329 may each separately alter their floor plans, such that after alteration an altered apartment shall have a

floor plan of "Typical Hotel Room (converted to Studio Unit)" type.

(y) Apartment Nos. 207 and 211 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 211, of type "D".

(z) A description of the floor plans for the altered apartments described above, designating the layout, number of rooms and approximate area thereof, is set forth in Exhibit "D" attached hereto and for every purpose made a part hereof. The common interest of each of the altered apartments described above shall be as set forth in said Exhibit "D".

3. At any time subsequent to the alteration of the floor plans of any of the apartments, as aforesaid, the owner of the apartment which was so altered, or the owners of any two apartments which together were so altered, may realter the floor plans of their respective apartments to the original floor plans thereof as set forth in this Declaration. Upon such realteration of the floor plans of the respective apartments, the common interests of such apartments shall be as set forth in said Exhibit "B". Such realteration of the floor plans and the common interests of such apartments shall be by an amendment to this Declaration, each such amendment to be executed solely by the respective apartment owners of such apartments, provided that such amendments shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Each such amendment shall set forth the new unit type of, and the new common interest appurtenant to, each apartment involved, and need not include a complete

set of floor plans of the Project as so altered. Each such amendment shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Such realteration of the floor plans of such apartments shall be subject to the prior approval thereof of the Board (which approval by the Board may not be unreasonably or arbitrarily withheld) and of the appropriate agencies of the State of Hawaii and the County of Kauai and shall only be in accordance with the original floor plans of such apartments contained in said Condominium Map No. 8, as amended. The realteration of the floor plans and common interests of such apartments as aforesaid shall in no way bar the subsequent alteration of the floor plans and common interests of such apartments pursuant to the provisions of this paragraph R.

4. The owner of Apartment 001 may partition said apartment into two or more rooms or areas for such owner's own purposes and/or for the purpose of renting one or more such rooms or areas to apartment owners or non-apartment owners. Such partition shall be subject only to prior written approval thereof by the holders of liens affecting such apartment (if the lienholders require such approval), the Board (which approval by the Board may not be unreasonably or arbitrarily withheld) and the appropriate agencies of the State of Hawaii and the County of Kauai. Such partition may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of such apartment as so altered.

5. The owner of Apartment 001 may successively subdivide said apartment into two or more apartments solely by an amendment to this Declaration, such amendment to be executed solely by the apartment owner of such apartment, provided that each such amendment shall be effective only

upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Each such amendment shall set forth the description of the floor plans for the new subdivided apartments, designating the location, layout, number of rooms, approximate area, *new apartment number, and new common interest* of each of the new apartments, and shall include a complete set of floor plans of the new apartments. Each such amendment shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Each such alteration of the floor plans of such apartments shall be subject to the prior approval of the Board (which approval by the Board may not be unreasonably or arbitrarily withheld) and of the appropriate agencies of the State of Hawaii and the County of Kauai.

The common interests appurtenant to all new subdivided apartments of Apartment 001 shall at all times equal 7.000%. The common interest appurtenant to each new subdivided apartment of Apartment 001 shall be determined by the following formula:

common interest of = square footage of new  
 new subdivided subdivided apartment x 7.0000% x 100  
 apartment stated 6553 square feet  
 as a percentage

For example, if the new subdivided apartment is 2,184.33 square feet, its appurtenant common interest will be determined as follows:

$\frac{2,184.33 \text{ square feet}}{6553 \text{ square feet}} = .3333 \times 7.0000\% = .023333 \times 100 = 2.333\%$

6. ~~Before commencing or permitting construction on~~  
 any such alteration, realteration, partition or subdivision  
 of the apartments, as aforesaid, the respective apartment  
 owners involved shall obtain and deposit with the Secretary

of the Association a bond or certificate thereof, naming the Board and all other apartment owners as co-obligees, in a penal sum of 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 completion of such construction free and clear of all mechanics' and materialmen's liens and all claims in lieu of mechanics' and materialmen's liens arising under Section 514-9 of the Hawaii Revised Statutes.

7. Subject to the foregoing provisions of this paragraph R., and subject also to the prior construction of an access balcony along the West side of the building on the first floor in place of individual apartment lanais involved, all, but not less than all, of the following apartments may pursuant to the provisions of this paragraph R. alter their floor plans and common interests at the same time as hereinafter set forth:

(a) Apartment Nos. 114 and 115 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 114-115 (Manager's Apartment), of type "K".

(b) Apartment Nos. 116 and 117 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 116-117, of type "J".

(c) Apartment Nos. 118 and 119 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 118-119, of type "J".

(d) Apartment Nos. 120 and 121 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 120-121, of type "J".

(e) Apartment Nos. 122 and 123 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 122-123, of type "J".

(f) A description of the floor plans for the altered apartments described above, designating the layout, number of rooms and approximate area thereof, is set forth in said Exhibit "D". The common interest of each of the altered apartments described above shall be as set forth in said Exhibit "D". As indicated on said Condominium Map No. 8, as amended, and in said Exhibit "D", the individual apartment lanais on the west side of the building shall upon such alteration of all of the aforementioned apartments become an access balcony, being a common element of the project; in addition, the corridor between such apartments shall become parts of the individual altered apartments as shown on said Condominium Map No. 8, as amended.

(g) At any time subsequent to the alteration of the floor plans of all of the said apartments, as aforesaid, all of the owners of the said apartments which were so altered may realter the floor plans of all of their respective apartments to the original floor plans thereof as set forth in this Declaration. Upon such realteration of the floor plans of all of the respective apartments, the common interests of such apartments shall be as set forth

in said Exhibit "B". Such realteration of the floor plans and the common interests of such apartments shall be by an amendment to this Declaration, such amendment to be executed solely by all of the respective apartment owners of such apartments, provided that such amendments shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Such amendment shall set forth the new unit type of, and the new common interest appurtenant to, all of the apartments involved, and need not include a complete set of floor plans of the Project as so altered. Such amendment shall also include the consent thereto of the holder of any recorded mortgage of the apartments involved. Such realteration of the floor plans of such apartments shall be subject to the prior approval thereof of the Board (which approval by the Board may not be unreasonably or arbitrarily withheld) and of the appropriate agencies of the State of Hawaii and the County of Kauai and shall only be in accordance with the original floor plans of such apartments contained in said Condominium Map No. 8, as amended. The realteration of the floor plans and common interests of all of such apartments as aforesaid shall in no way bar the subsequent alteration of the floor plans and common interests of such apartments pursuant to the provisions of this paragraph R.

8. Subject to the foregoing provisions of this paragraph R., and subject also to the prior construction of an access balcony along the west side of the building on the second floor in place of the individual apartment lanais involved, all, but not less than all, of the following apartments may pursuant to the provisions of this paragraph

R. alter their floor plans and common interests at the same time as hereinafter set forth:

(a) Apartment Nos. 215 and 216 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 215-216, of type "J".

(b) Apartment Nos. 217 and 218 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 217-218, of type "J".

(c) Apartment Nos. 219 and 220 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 219-220, of type "J".

(d) Apartment Nos. 221 and 222 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 221-222, of type "J".

(e) Apartment Nos. 223 and 224 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 223-224, of type "J".

(f) Apartment Nos. 225 and 226 may together alter their floor plans, such that after alteration they shall consist of one apartment, being Apartment No. 225-226, of type "J".

(g) A description of the floor plans for the altered apartments described above, designating the layout, number of rooms and approximate area thereof, is set forth

in said Exhibit "D". The common interest of each of the altered apartments described above shall be as set forth in said Exhibit "D". As indicated on said Condominium Map No. 8, as amended, and in said Exhibit "D", the individual apartment lanais on the west side of the building shall upon such alteration of all of the aforementioned apartments become an access balcony, being a common element of the project; in addition, the corridor between such apartments shall become parts of the individual altered apartments as shown on said Condominium Map No. 8, as amended.

(h) At any time subsequent to the alteration of the floor plans of all of the said apartments, as afore-said, all of the owners of the said apartments which were so altered, may realter the floor plans of all of their respective apartments to the original floor plans thereof as set forth in this Declaration. Upon such realteration of the floor plans of all of the respective apartments, the common interests of such apartments shall be as set forth in said Exhibit "B". Such realteration of the floor plans and the common interests of such apartments shall be by an amendment to this Declaration, such amendment to be executed solely by all of the respective apartment owners of such apartments, provided that such amendments shall be effective only upon the recording of the same in the Bureau of Conveyances of the State of Hawaii. Such amendment shall set forth the new unit type of, and the new common interest appurtenant to, all of the apartments involved, and need not include a complete set of floor plans of the Project as so altered. Such amendment shall also include the consent thereto of the holder of any recorded mortgage

of the apartments involved. Such realteration of the floor plans of such apartments shall be subject to the prior approval thereof of the Board (which approval by the Board may not be unreasonably or arbitrarily withheld) and of the appropriate agencies of the State of Hawaii and the County of Kauai and shall only be in accordance with the original floor plans of such apartments contained in said Condominium Map No. 8, as amended. The realteration of the floor plans and common interests of all of such apartments as aforesaid shall in no way bar the subsequent alteration of the floor plans and common interests of such apartments pursuant to the provisions of this paragraph R.

9. If any one or more of the provisions of this paragraph R shall be declared to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of this paragraph R and shall in no way effect the enforceability of any other provision hereof.

S. OWNERSHIP OF CERTAIN APARTMENTS. It is hereby agreed that KAUAI SECURITIES, LIMITED, a Hawaii corporation, is the fee simple owner of all of the above described apartments, except Apartment Nos. 102, 103, 104, 201, 205, 206, 301 and 302.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the dates hereinafter set forth.

KAUAI SECURITIES, LIMITED, a Hawaii corporation, being the fee simple owner of Apartment Nos. 001, 101, 105, 106, 111, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 127, 130, 131, 132, 133, 134, 135, 136, 137, 202, 203,

204, 207, 211, 214, 215, 216, 217, 218, 219, 220, 221, 222,  
223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234,  
235, 236, 237, 303, 304, 305, 306, 307, 311, 314, 315, 316,  
317, 318, 319, 320, 321, 322, 324, 325, 327, 328, 329, 330,  
331, 332, 333, 334, 335, 336, 337, 338, 401 and 402.

DATED: NOVEMBER 19, 1975.

KAUAI SECURITIES, LIMITED

By C. Paul Sandifer  
Its President

By Lloyd Miller  
Its Secretary

"Fee Simple Owner"

STATE OF HAWAII )  
CITY OF LIHUE ) SS.  
COUNTY OF KAUAI )

On this 19<sup>th</sup> day of November, 1975, before me  
appeared C. Paul Sandifer and Lloyd Miller,  
to me personally known, who, being by me duly sworn did say that  
they are the President and Secretary,  
respectively, of KAUAI SECURITIES, LIMITED, a Hawaii corpora-  
tion, and that the seal affixed to the foregoing instrument is  
the corporate seal of said corporation and that said instrument  
was signed and sealed in behalf of said corporation by authority  
of its Board of Directors, and the said C. Paul Sandifer  
and Lloyd Miller acknowledged said instrument to be  
the free act and deed of said corporation.

Faust Rapozo  
Notary Public, Fifth Judicial Circuit,  
State of Hawaii

My commission expires 8-18-78

FRANCES V. MERVYN, being the fee simple owner of Apartment No. 102.

DATED: May 30/75, 1975.

Frances V. Mervyn  
FRANCES V. MERVYN

STATE OF Massachusetts )  
CITY OF Cambridge, Mass ) SS.  
COUNTY OF Middlesex )

On this 30<sup>th</sup> day of May, 1975, before me personally appeared FRANCES V. MERVYN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Margaret M Miles  
Notary Public,  
State of Massachusetts

My commission expires Margaret M. Miles, Notary Public  
My Commission Expires January 26, 1973

HARRY W. SHARP and MARY L. SHARP, husband and wife, being the fee simple owner of Apartment No. 103.

And, further, MARY L. SHARP, wife of Harry W. Sharp, does hereby agree that all of her right, title, interest and estate in Apartment No. 103, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

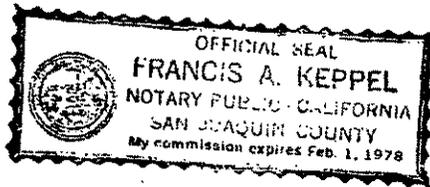
DATED: April 10, 1975.

Harry W. Sharp  
HARRY W. SHARP

Mary L. Sharp  
MARY L. SHARP

STATE OF Calif. )  
CITY OF Stockton ) SS.  
COUNTY OF SAN JOAQUIN )

On this 10 day of APRIL, 1975, before me personally appeared HARRY W. SHARP and MARY L. SHARP, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Francis A. Keppel  
Notary Public,  
State of Calif.  
My commission expires 2/1/78

RUSSELL P. GALLO and RUBY E. GALLO, husband and wife,  
being the fee simple owner of Apartment No. 201.

DATED: 5-20, 1975.

Russell P. Gallo  
RUSSELL P. GALLO

Ruby E. Gallo  
RUBY E. GALLO

STATE OF HAWAII )  
CITY OF ELEELE ) SS.  
COUNTY OF KAUAI )

On this 20<sup>th</sup> day of MAY, 1975, before  
me personally appeared RUSSELL P. GALLO and RUBY E. GALLO,  
husband and wife, to me known to be the persons described in  
and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.

Ming Wah Chan  
Notary Public,  
State of \_\_\_\_\_

My commission expires \_\_\_\_\_

NOTARY PUBLIC, 9<sup>TH</sup> JUDICIAL CIRCUIT,  
STATE OF HAWAII  
MY COMMISSION EXPIRES JUNE 5, 1976

HAPPY T. HOLDEN and LYDIA J. HOLDEN, husband and wife,  
being the fee simple owner of Apartment No. 205.

DATED: September 17, 1975.

*Happy T. Holden*  
HAPPY T. HOLDEN

*Lydia J. Holden*  
LYDIA J. HOLDEN

STATE OF California }  
CITY OF Palo Alto } SS.  
COUNTY OF Santa Clara }

On this 17<sup>th</sup> day of September, 1975, before  
me personally appeared HAPPY T. HOLDEN and LYDIA J. HOLDEN,  
husband and wife, to me known to be the persons described in  
and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.



*Linda A. Wygren*  
Notary Public,  
State of California.  
My commission expires May 7, 1979

GRANT DIXON, JR. and GRACE M. DIXON, husband and wife,  
being the fee simple owner of Apartment No. 206.

And, further, GRACE M. DIXON, wife of Grant Dixon,  
does hereby agree that all of her right, title, interest  
and estate in Apartment No. 206, whether by way of dower,  
community property or otherwise, is and shall be subject  
to said amendment.

DATED: October 6, 1975.

Grant Dixon Jr  
GRANT DIXON, JR.

Grace M Dixon  
GRACE M. DIXON

STATE OF Washington )  
CITY OF Spokane )  
COUNTY OF Spokane )

SS.

On this 6th day of October, 1975, before  
me personally appeared GRANT DIXON, JR. and GRACE M. DIXON,  
husband and wife, to me known to be the persons described in  
and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.

Robert Higgins  
Notary Public,  
State of Washington.

My commission expires July 6, 1978

EMMETT FRANCIS STEWART and ROSARIO E. STEWART, husband and wife, being the fee simple owner of Apartment No. 302, hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project.

DATED: 6/26, 1975.

Emmett Francis Stewart  
Emmett Francis Stewart  
Rosario E. Stewart  
Rosario E. Stewart

HAWAII  
STATE OF ~~CALIFORNIA~~  
~~CALIFORNIA~~ COUNTY OF KAUAI SS  
County of KAUAI

On this 26 day of June, 1975, before me personally appeared Emmett Francis Stewart and Rosario E. Stewart, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]  
Notary Public,  
~~State of California~~.  
Notary Public  
Fifth District Circuit  
State of Hawaii  
My Commission Expires October 19, 1978  
My commission expires \_\_\_\_\_

DONALD L. SEAVEY AND BETTY ROBISON SEAVEY, husband and wife, being the fee simple owners of Apartment No. 301, hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project.

DATED: Nov. 25 - 1975, 1975.

Donald L. Seavey  
Donald L. Seavey

Betty Robison Seavey  
Betty Robison Seavey

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF WALLA WALLA )

on this 25 day of NOVEMBER, 1975, before me personally appeared DONALD L. SEAVEY AND BETTY ROBISON SEAVEY, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

W. B. [Signature]  
Notary Public in and for the State of  
Washington, residing at WALLA WALLA.  
My commission expires JUNE 30, 1978.

GEORGE H. SCHULZE and DONNA M. SCHULZE, husband and wife, being the fee simple owners of Apartment 104, and being the Vendor under Agreement of Sale dated December 26, 1973, recorded as aforesaid in Liber 9688, Page 256, made by M. Miura Store, Inc., a Hawaii corporation, as Vendee, covering said Apartment 104, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

DATED October 22, 1975.

George H. Schulze  
GEORGE H. SCHULZE

Donna M. Schulze  
DONNA M. SCHULZE

STATE OF HAWAII )  
CITY OF LIHUE ) ss  
COUNTY OF KAUAI )

On this 22ND day of October, 1975, before me appeared GEORGE H. SCHULZE and DONNA M. SCHULZE, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Fay T. Rapozo  
Notary Public, Fifth Judicial Circuit  
State of Hawaii

My commission expires 0-18-78

C. PAUL SANDIFUR and J. EVELYN SANDIFUR, husband and wife being the present Vendee under Agreement of Sale dated August 15, 1966, recorded as aforesaid in Liber 5466, Page 327, made by and between Larry L. Haman and Mabel L. Haman, husband and wife, as Vendee, and Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 102, by way of assignment dated October 5, 1970, recorded as aforesaid in Liber \_\_\_\_\_, Page \_\_\_\_\_, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, J. EVELYN SANDIFUR, wife of C. PAUL SANDIFUR, does hereby agree that all of her right, title, interest and estate in said Apartment No. 102, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

DATED: April 11, 1975.

C. Paul Sandifur  
C. PAUL SANDIFUR

J. Evelyn Sandifur  
J. EVELYN SANDIFUR

STATE OF Washington )  
CITY OF Spokane )  
COUNTY OF Spokane )

SS.

On this 11 day of April, 1975, before me personally appeared C. PAUL SANDIFUR and J. EVELYN SANDIFUR, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Amicus  
Notary Public,  
State of ~~Hawaii~~ Washington

My commission expires 3-24-79

28

LARRY L. HAMAN and MABEL L. HAMAN, husband and wife, being the Vendee under Agreement of Sale dated August 15, 1966, recorded as aforesaid in Liber 5466, Page 327, made by Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 102, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, MABEL L. HAMAN, wife of Larry L. Haman, does hereby agree that all of her right, title, interest and estate in said Apartment No. 102, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

DATED: May 12, 1975.

Larry L. Haman  
LARRY L. HAMAN

Mabel L. Haman  
MABEL L. HAMAN

STATE OF HAWAII )  
CITY OF \_\_\_\_\_ )  
COUNTY OF KAUAI )

SS.

On this 12th day of May, 1975, before me personally appeared LARRY L. HAMAN and MABEL L. HAMAN, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Charles H. Thurston  
Notary Public, State of Hawaii

My commission expires 9/13/78

M. MIURA STORE, INC., a Hawaii corporation, being the Vendee under Agreement of Sale dated December 26, 1973, recorded as aforesaid in Liber 9688, Page 256, made by George H. Schulze and Donna M. Schulze, husband and wife, as Vendor, covering Apartment No. 104, does hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and does hereby agree that said agreement of sale shall be subject to said amendment.

DATED: June 6, 1975.

M. MIURA STORE, INC.

By Tad T. Miura  
Its Pres.

By Margaret Y. Miura  
Its Sec.

*llh  
up*

STATE OF HAWAII )  
CITY OF LIHUE ) SS.  
COUNTY OF KAUAI )

On this 6th day of June, 19 75, before me appeared TAD. T. MIURA and MARGARET Y. MIURA, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of M. MIURA STORE, INC., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said

TAD. T. MIURA and MARGARET Y. MIURA acknowledged said instrument to be the free act and deed of said corporation.

Kathryn K. Keelo  
Notary Public, Fifth Judicial Circuit  
State of Hawaii

My commission expires 6/17/77

C. PAUL SANDIFUR and J. EVELYN SANDIFUR, husband and wife, being the present Vendee under Agreement of Sale dated July 1, 1972, recorded as aforesaid in Liber 8861, Page 100, made by and between Paul A. Whitlock, Jr. and Barbara M. Whitlock, husband and wife, as Vendee, and Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 105, by way of assignment dated March 18, 1974, recorded as aforesaid in Liber \_\_\_\_\_, Page \_\_\_\_\_, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, J. EVELYN SANDIFUR, wife of C. PAUL SANDIFUR, does hereby agree that all of her right, title, interest and estate in said Apartment No. 105, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

DATED: April 11, 1975

C. Paul Sandifur  
C. PAUL SANDIFUR

J. Evelyn Sandifur  
J. EVELYN SANDIFUR

STATE OF Washington  
CITY OF Spokane  
COUNTY OF Spokane

SS.

On this 11 day of April, 1975, before me personally appeared C. PAUL SANDIFUR and J. EVELYN SANDIFUR, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Amurcah  
Notary Public,  
State of Hawaii

My commission expires 3-24-79

*JS*

MARTIN G. DOMINGO and CAROLE C. DOMINGO, husband and wife, being the Vendee under Agreement of Sale dated December 1, 1971, recorded as aforesaid in Liber 8414, Page 222, made by Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 132, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, CAROLE C. DOMINGO, wife of MARTIN G. DOMINGO, does hereby agree that all of her right, title, interest and estate in said Apartment No. 132, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

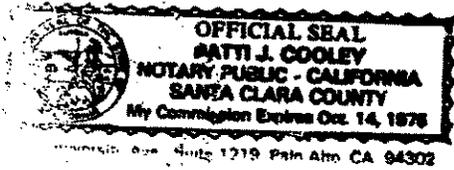
DATED: May 16, 1975.

Martin G. Domingo  
MARTIN G. DOMINGO

Carole C. Domingo  
CAROLE C. DOMINGO

STATE OF California }  
CITY OF \_\_\_\_\_ } SS.  
COUNTY OF Santa Clara }

On this 16<sup>th</sup> day of May, 1975, before me personally appeared MARTIN G. DOMINGO and CAROLE C. DOMINGO, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Patti J. Cooley  
Notary Public,  
State of California.  
My commission expires 10/14/78

WESLEY ROBERT TAKAYAMA and PRISCILLA MARY ELIZABETH TAKAYAMA, husband and wife, being the Vendee under Agreement of Sale dated June 20, 1974, recorded as aforesaid in Liber 10108, Page 135, made by Happy T. Holden and Lydia J. Holden, husband and wife, as Vendor, covering Apartment 205, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

DATED: May 16, 1975.

*Wesley Robert Takayama*  
WESLEY ROBERT TAKAYAMA

*Priscilla Mary Elizabeth Takayama*  
PRISCILLA MARY ELIZABETH TAKAYAMA

STATE OF HAWAII )  
CITY OF \_\_\_\_\_ ) SS.  
COUNTY OF KAUAI )

On this 16 day of May, 1975, before me personally appeared WESLEY ROBERT TAKAYAMA and PRISCILLA MARY ELIZABETH TAKAYAMA, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

*[Signature]*  
Notary Public, Fifth Judicial Circuit  
State of Hawaii

My commission expires 10-19-78

JERRY W. ROBINSON and PATRICIA R. ROBINSON, husband and wife, being the Vendee under Agreement of Sale dated June 21, 1974, recorded as aforesaid in Liber 10033, Page 430, made by Grant Dixon, Jr. and Grace M. Dixon, husband and wife, as Vendor, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

DATED: May 27, 1975.

Jerry W. Robinson  
JERRY W. ROBINSON

Patricia R. Robinson  
PATRICIA R. ROBINSON

STATE OF HAWAII )  
CITY OF \_\_\_\_\_ ) SS.  
COUNTY OF KAUAI )

On this 27<sup>th</sup> day of May, 1975, before me personally appeared JERRY W. ROBINSON and PATRICIA R. ROBINSON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Charles A. Huntington  
Notary Public, 1st Vice President  
State of Hawaii  
My commission expires 9/13/78

KENNETH E. GROSS and KEATY M. GROSS, husband and wife, being the Vendee under unrecorded Agreement of Sale dated \_\_\_\_\_, 19\_\_, made by Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 303, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, KEATY M. GROSS, wife of KENNETH E. GROSS, does hereby agree that all of her right, title, interest and estate in said Apartment No. 303, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

DATED: May 29, 1975

[Signature]  
KENNETH E. GROSS

[Signature]  
KEATY M. GROSS

STATE OF Washington )  
CITY OF Tacoma ) SS.  
COUNTY OF Pierce )

On this 29 day of May, 1975, before me personally appeared KENNETH E. GROSS and KEATY M. GROSS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]  
Notary Public,  
State of Washington.

My commission expires May 1979

NORMAN R. GOEDE and JEANNE E. GOEDE, husband and wife, being the Vendee under unrecorded Agreement of Sale dated August 15, 1966, made by Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 305, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, JEANNE E. GOEDE, wife of NORMAN R. GOEDE, does hereby agree that all of her right, title, interest and estate in said Apartment No. 305, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

DATED: April 17, 1975.

Norman R. Goede  
NORMAN R. GOEDE

Jeanne E. Goede  
JEANNE E. GOEDE

STATE OF Idaho  
CITY OF Coeur d'Alene  
COUNTY OF Kootenai

SS.

On this 17<sup>th</sup> day of April, 1975, before me personally appeared NORMAN R. GOEDE and JEANNE E. GOEDE, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]  
Notary Public,  
State of Idaho

My commission expires 8-1-75

GARTH T. HANSEN and RUBY A. HANSEN, husband and wife, being the Vendee under unrecorded Agreement of Sale dated \_\_\_\_\_, 19\_\_, made by Kauai Securities, Limited, a Hawaii corporation, as Vendor, covering Apartment No. 306, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that said agreement of sale shall be subject to said amendment.

And, further, RUBY A. HANSEN, wife of GARTH T. HANSEN, does hereby agree that all of her right, title, interest and estate in said Apartment No. 306, whether by way of dower, community property or otherwise, is and shall be subject to said amendment.

DATED: May 19, 1975.

Garth T. Hansen  
GARTH T. HANSEN

Ruby A. Hansen  
RUBY A. HANSEN

STATE OF Hawaii )  
CITY OF Kaunoi, Laie ) SS.  
COUNTY OF Kauai )

On this 19 day of MAY, 1975, before me personally appeared GARTH T. HANSEN and RUBY A. HANSEN, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Donald Perenc  
Notary Public, 5th Circuit  
State of Hawaii

My commission expires 6/17/77

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAWAII, a federal savings and loan association, being the Mortgagee under mortgage dated April 2, 1975, recorded as aforesaid in Liber 10563, Page 21, made by EMMETT FRANCIS STEWART and ROSARIO E. STEWART, husband and wife, as Mortgagor, secured by Apartment No. 302, does hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and does hereby agree that the said mortgage shall be subject to said amendment.

DATED: November 21, 1975.

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAWAII

By D. E. Imig  
Its Senior Vice President

By Catherine L. Souki  
Its VICE PRESIDENT

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

On this 21<sup>st</sup> day of November, 1975, before me appeared D. E. IMIG and CATHERINE L. SOUKI, to me personally known, who, being by me duly sworn did say that they are the Senior Vice President and VICE PRESIDENT, respectively, of PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAWAII, a federal savings and loan association organized and existing under the laws of the United States of America and that the seal affixed to the foregoing instrument is the corporate seal of said savings and loan association and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and the said D. E. IMIG and CATHERINE L. SOUKI acknowledged said instrument to be the free act and deed of said association.

Ray J. [Signature]  
Notary Public, First Judicial Circuit, State of Hawaii

My commission expires November 16, 1979

METROPOLITAN MORTGAGE AND SECURITIES CO., INC., a Washington corporation, being the Mortgagee under mortgage dated April 25, 1966, recorded as aforesaid in Liber 5347, Page 332, made by Kauai Securities, Limited, a Hawaii corporation, as Mortgagor, does hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and does hereby agree that the said mortgage shall be subject to said amendment.

DATED: May 20, 1975.

METROPOLITAN MORTGAGE AND SECURITIES CO., INC.

By C. Paul Sandifur  
Its Chairman of the Board

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF Hawaii )  
CITY OF \_\_\_\_\_ )  
COUNTY OF Kauai )

SS.

On this 21st day of May, 1975, before me appeared C. Paul Sandifur and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say

that they are the Chairman of the Board and \_\_\_\_\_, respectively, of METROPOLITAN MORTGAGE AND SECURITIES CO., INC., a Washington corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and

the said C. Paul Sandifur and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Fay T. Rapozo  
Notary Public, Hon. Judicial Circuit,  
State of Hawaii  
My commission expires 8-18-78

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, being the Mortgagee under mortgage dated April 19, 1973, recorded as aforesaid in Liber 9151, Page 254, made by George H. Schulze and Donna M. Schulze, husband and wife, as Mortgagor, secured by Apartment No. 104, does hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and does hereby agree that the said mortgage shall be subject to said amendment.

DATED: September 12, 1975.

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature]  
Its Sr. V.P.

By [Signature]  
Its Sr. V.P.

STATE OF Hawaii )  
CITY OF AND )  
COUNTY OF Honolulu )

SS.

On this 12 day of September, 1975, before me appeared D. E. IMIG and STANLEY A. FUJIURA, to me personally known, who being by me duly sworn, did say

that they are the Senior Vice President and Senior Vice President, respectively, of PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association organized and existing under the laws of the United States of America and that the seal affixed to the foregoing instrument is the corporate seal of said savings and loan association and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and the said

D. E. IMIG and STANLEY A. FUJIURA acknowledged said instrument to be the free act and deed of said association.

[Signature]  
Notary Public, First Judicial Circuit  
State of Hawaii

My commission expires 10/26/76

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association, being the Mortgagee under mortgage dated May 7, 1973, recorded as aforesaid in Liber 9151, Page 273, made by Happy T. Holden and Lydia J. Holden, husband and wife, as Mortgagor, secured by Apartment No. 205, does hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and does hereby agree that the said mortgage shall be subject to said amendment.

DATED: September 12, 1975.

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature]  
Its Sn. V.P.  
By [Signature]  
Its Sn. V.P.

STATE OF Hawaii )  
CITY OR AND )  
COUNTY OF HONOLULU )

SS.

On this 12 day of September, 1975, before me appeared D. E. IMIG and STANLEY A. FUJIURA, to me personally known, who being by me duly sworn, did say

that they are the Senior Vice President and Senior Vice President, respectively, of PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal savings and loan association organized and existing under the laws of the United States of America and that the seal affixed to the foregoing instrument is the corporate seal of said savings and loan association and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and the said

D. E. IMIG and STANLEY A. FUJIURA, acknowledged said instrument to be the free act and deed of said association.

[Signature]  
Notary Public, First Judicial Circuit  
State of Hawaii

My commission expires 10/30/76

C. L. SCHADE and BERNADINE O. SCHADE, husband and wife, being the Mortgagee under mortgage dated June 14, 1974, recorded as aforesaid in Liber 9976, Page 42, made by Russell P. Gallo and Ruby E. Gallo, husband and wife, as Mortgagor, secured by Apartment No. 201, do hereby consent to the foregoing Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio Condominium Project, and do hereby agree that the said mortgage shall be subject to said amendment.

DATED: September 18, 1975.

C. L. Schade  
C. L. SCHADE

Bernadine O. Schade  
BERNADINE O. SCHADE

STATE OF New Mexico )  
CITY OF Deming ) SS.  
COUNTY OF Luna )

On this 18th day of September, 1975, before me personally appeared C. L. SCHADE and BERNADINE O. SCHADE, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Mary Carolyn Seybert  
Notary Public,  
State of New Mexico

My commission expires Feb. 5, 1979

11. Apartment No. 319 is built according to a floor plan similar to "Typical Hotel Room (converted to Studio Unit)", and consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. This apartment contains a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of .7936 percent (.7936%).

12. Apartment No. 322 is built according to a floor plan similar to "Typical Hotel Room (converted to Studio Unit)", and consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. This apartment contains a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of .7936 percent (.7936%).

13. Two (2) apartments, being Apartment Nos. 324 and 325, are built according to floor plan "I", and each consists of five (5) rooms, including a bedroom, a wardrobe, a living-dining room, a bathroom, a kitchen and two (2) lanais. Each of these apartments contains a floor area of approximately 748 square feet, including the two (2) lanais of approximately 50 square feet and 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.5873 percent (1.5873%).

14. Two (2) apartments, being Apartment Nos. 214 and 314, each consists of four (4) rooms, including a living-sleeping room, a bathroom, a maidroom and a lanai. Each of these apartments contains a floor area of approximately 498 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.0568 percent (1.0568%).

15. Two (2) apartments, being Apartment Nos. 124 and 228, each consists of four (4) rooms, including a living-sleeping room, a bathroom, two storage rooms and a lanai. Each of these apartments contains a floor area of approximately 545 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.1565 percent (1.1565%).

NOTE: IN ACCORDANCE WITH LOCAL PRACTICE, THE APPROXIMATE GROSS FLOOR AREA OF EACH APARTMENT AS SET FORTH ABOVE INCLUDES ALL OF THE WALLS AND PARTITIONS WITHIN ITS PERIMETER WALLS, THE ENTIRETY OF ITS PERIMETER NON-PARTY WALLS AND THE INTERIOR HALF OF ITS PERIMETER PARTY WALLS, WHETHER LOAD BEARING OR NON-LOAD BEARING.

EXHIBIT "A"

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 6714, Land Commission Award Number 7714-B to Kekuaiwa No. M. Kekuanaoa) situate, lying and being at Koloa, Kona, Island and County of Kauai, State of Hawaii, being the consolidation of parcels one (1), four (4), twelve-B (12-B) and twelve-A-two (12-A-2) of the Ahupuaa of Koloa, and thus bounded and described as follows:

Beginning at a pipe at the southeasterly corner of this parcel or land, being also the southwesterly corner of the Kuhio Memorial Park, and on the northerly side of the Lawai Beach Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Wahiawa" (McB) being south 10,840.21 feet and east 18,540.21 feet, and running by azimuths measured clockwise from true south:

- |    |      |     |        |   |
|----|------|-----|--------|---|
| 1. | 88°  | 56' | 85.60  | feet along the northerly side of the Lawai Beach Road;  |
| 2. | 96°  | 24' | 64.20  | feet along the northerly side of the Lawai Beach Road; to a pipe;   |
| 3. | 201° | 44' | 162.73 | feet along Lot 12-A-1 to a pipe;  |
| 4. | 111° | 44' | 98.11  | feet along Lot 12-A-1 to a pipe;  |
| 5. | 201° | 44' | 100.07 | feet along a portion of R. P. 6740, L. C. Aw. 3409, AP. 1 to Piliwale to a pipe;  |
| 6. | 201° | 03' | 81.45  | feet along a portion of R. P. 6740, L. C. Aw. 3409, AP. 1 to Piliwale and along the remainder of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa to A "+" on concrete; |
| 7. | 275° | 45' | 98.66  | feet along the remainder of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa, along McBryde Sugar Co., Ltd. property to A "+" on concrete;                              |
| 8. | 357° | 26' | 352.50 | feet along the Kuhio Memorial Park to the point of beginning, and containing an area of 44,636 square feet.   |

Together with an easement appurtenant to the above land for the construction and operation of a sewage treatment plant on a parcel of land designated as the "easement area" and described as follows:

All of that certain parcel of land (portions of the land described in and covered by Royal Patent Number 6714, Land Commission Award Number 7714-B to M. Kekuanaoa and Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Koloa, Kona, Island and County of Kauai, State of Hawaii, and thus bounded and described as follows:

Beginning at A "+" on concrete on the easterly boundary of this easement, being also the northwesterly corner of the consolidation of Lots 1, 4, 12-A-2 and 12-B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Wahiawa" (McB) being south 10,478.18 feet and east 18,426.26 feet and running by azimuths measured clockwise from true south:

- |    |      |     |       |  |
|----|------|-----|-------|--|
| 1. | 21°  | 03' | 16.17 | feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa;   |
| 2. | 115° | 09' | 79.89 | feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa;   |
| 3. | 205° | 09' | 61.84 | feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa and along the remainder of a portion of L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions; |
| 4. | 295° | 09' | 76.00 | feet along the remainder of a portion of L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions and along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa; |
| 5. | 21°  | 44' | 45.79 | feet along the remainder of a portion of R. P. 6714, L. C. Aw. 7714-B to M. Kekuanaoa to the point of beginning and containing an area of 4,816 square feet.   |

Together with all rights of ingress and egress necessary for the full and complete use, operation and benefit of the easement granted and all rights and privileges incident thereto.

Said above easement having been granted to Kauai Securities, Limited, by C. Paul Sandifur, husband of J. Evelyn Sandifur, by instrument dated September 13, 1963, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4605 at Page 554.

Together also with certain roadway easements acquired by an Exchange Deed dated June 25, 1968, recorded as aforesaid in Liber 6416, Page 104.

SUBJECT, HOWEVER, to the following:

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

2. Any water rights and konohiki rights as are or may be appurtenant to the land under search, as reserved in Exchange Deed dated August 23, 1927, recorded as aforesaid in Liber 898, Page 379.

3. The terms, covenants and conditions set forth in grant dated August 20, 1963, recorded as aforesaid in Liber 4605, Page 550.

EXHIBIT "B"

1. Apartment No. 001 consists of five (5) rooms, including three storage rooms. This apartment contains a floor area of approximately 6,553 square feet. This apartment shall have an appurtenant common interest of 7.0000 percent (7.0000%).
2. Twelve (12) apartments, being Apartment Nos. 130, 132, 134, 136, 230, 232, 234, 236, 332, 334, 336 and 338 are built according to floor plan "Typical Studio (pool side)", and each consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 469 square feet, including the lanai of approximately 48 square feet. Each of these apartments shall have an appurtenant common interest of .9953 percent (.9953%).
3. Twelve (12) apartments, being Apartment Nos. 131, 133, 135, 137, 231, 233, 235, 237, 331, 333, 335 and 337 are built according to floor plan "Typical Studio (park side)", and each consists of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 478 square feet, including the lanai of approximately 80 square feet. Each of these apartments shall have an appurtenant common interest of .8870 percent (.8870%).
4. Apartment No. 111 consists of two (2) rooms and two (2) lanais. This apartment contains a floor area of approximately 801 square feet, including the lanais of approximately 50 square feet and 50 square feet. This apartment shall have an appurtenant common interest of 1.6997 percent (1.6997%).
5. Apartment No. 114 consists of three (3) rooms, including a reception area, a men's toilet and an office. This apartment contains a floor area of approximately 569 square feet. This apartment shall have an appurtenant common interest of 1.2074 percent (1.2074%).
6. Two (2) apartments, being Apartment Nos. 401 and 402, each consists of five (5) rooms, including a living room, a kitchen, two (2) bedrooms and a bathroom. Each of these apartments contains a floor area of approximately 904 square feet. Each of these apartments shall have an appurtenant common interest of 1.9186 percent (1.9186%).
7. Eighteen (18) apartments, being Apartment Nos. 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305 and 306 are built according to floor plan "Typical Family", and each consists of five (5) rooms, including a living-dining room, a kitchen, a bathroom, a bedroom and a lanai room. Each of these apartments shall have an appurtenant common interest, and each of these apartments contains a floor area of approximately, as follows:

<u>Apartment</u>	<u>Square Feet</u>	<u>Common Interest</u>	<u>Apartment</u>	<u>Square Feet</u>	<u>Common Interest</u>
101	609	1.2923%	104	599	1.2711%
201	623	1.3220%	204	622	1.3199%
301	635	1.3475%	304	621	1.3178%
102	610	1.2944%	105	609	1.2923%
202	606	1.2859%	205	608	1.2902%
302	606	1.2859%	305	608	1.2902%
103	608	1.2902%	106	608	1.2902%
203	608	1.2902%	206	607	1.2881%
303	608	1.2902%	306	608	1.2902%

8. Two (2) apartments, being Apartment Nos. 207 and 307, each consists of four (4) rooms, including a living-sleeping room, a lanai room, a bathroom and kitchen-dining room. Apartment No. 207 contains a floor area of approximately 452 square feet, and Apartment No. 307 contains a floor area of approximately 456 square feet. Apartment No. 207 shall have an appurtenant common interest of .9592 percent (.9592%), and Apartment No. 307 shall have an appurtenant common interest of .9676 percent (.9676%).

9. Thirty-six (36) apartments, being Apartment Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 125, 127, 211, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 229, 311, 315, 316, 317, 318, 320, 321, 327, 328 and 329 are built according to floor plan "Typical Hotel", and each consists of two (2) rooms, including a living-sleeping room, a bathroom and a lanai. Apartment Nos. 115, 116, 117, 118, 119, 120, 121, 122, 123, 125, 127, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 315, 316, 317, 318, 320, 321, 327 and 328 each contains a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet; each of these apartments shall have an appurtenant common interest of .7936 percent (.7936%). Apartment Nos. 211 and 311 each contains a floor area of approximately 367 square feet including the lanai of approximately 50 square feet; each of these apartments shall have an appurtenant common interest of .7788 percent (.7788%). Apartment Nos. 229 and 329 each contains a floor area of approximately 381 square feet, including the lanai of approximately 50 square feet; each of these apartments shall have an appurtenant common interest of .8085 percent (.8085%).

10. Apartment No. 330 consists of two (2) rooms, including a living-sleeping room, a bathroom and a lanai. This apartment contains a floor area of approximately 299 square feet, including the lanai of approximately 68 square feet. This apartment shall have an appurtenant common interest of .6345 percent (.6345%).

BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
PRINCE KUHIO

The following By-Laws shall apply to the above-named condominium project (herein called the "project"), as described in and created by Declaration of Horizontal Property Regime (herein called the "Declaration") to be recorded or filed of record in the State of Hawaii contemporaneously herewith, and to all present and future owners, tenants and occupants of any apartments of the project and all other persons who shall at any time use the project. The mere acquisition or rental of any apartment or the mere act of occupancy of any apartment will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE I

MEMBERSHIP

Section 1. Qualification. All owners of apartments of the project shall constitute the Association of Apartment Owners, (herein called the "Association"). The owner of any apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by lease of any apartment filed with the Board of Directors of the Association, the lessee of such apartment shall be deemed to be the owner thereof.

Section 2. Place of Meetings. Meetings of the Association shall be held at the project or such other suitable place convenient to the apartment owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the twentieth day of February of each year. In the event that such date falls on a Saturday, Sunday or a holiday, then, the annual meeting shall be held on the next business day.

Section 4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) of the apartment owners and presented to the Secretary.

Section 5. Notice of Meetings. The Secretary shall give written or printed notice of each annual and special meeting to every apartment owner according to the Association's record of ownership, at least fifteen (15) days but not more than twenty (20) days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his apartment in the project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to receive actual notice of any meeting shall in no way

invalidate such meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum, and the acts of a majority of the apartment owners at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein. The term "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty per cent (50%) of the common interests as established by the Declaration, and any other specified percentage of the apartment owners means the owners of apartment to which are appurtenant such percentage of the common interests.

Section 7. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which each apartment is entitled shall be the percentage of the common interests assigned to such apartment in the Declaration. Votes may be cast in person or by proxy by the respective apartment owners as shown in the record of ownership of the Association. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any apartment owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he

shall first present evidence satisfactory to the Secretary that he owns or controls such apartment in such capacity. The vote for any apartment owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his share of ownership in such apartment.

Section 8. Proxies and Pledges. The authority given by any apartment owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by a writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

Section 9. Adjournment. Any meeting of the Association may be adjourned from time to time not less than forty-eight (48) hours from the time the original meeting was called as may be determined by majority vote of the apartment owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been trans-

acted by a quorum at the meeting as originally called.

Section 10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom shall be the sole owner or co-owner of record of an apartment. If a corporation is an apartment owner, any officer of such corporation shall be eligible to serve as director so long as he remains an officer of such corporation. The directors shall serve without compensation.

Section 2. Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association and may do all such acts and things therefor as are not by law, the Declaration or these By-Laws directed to be exercised or done only by the apartment owners.

Section 3. Election and Terms. Election of directors shall be by cumulative voting by secret ballot at each annual meeting and any special meeting called for the purpose. Directors shall hold office for a period of two (2) years and until their respective successors have been elected, subject to removal as herein provided, except that at the first annual meeting two (2) of the directors shall be elected for one year and three (3) of the directors shall be elected for two years.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Hawaii for more than one year, or his ceasing to be the sole owner or co-owner of an apartment, shall cause his office to become vacant.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meetings. An organizational meeting of the Board of Directors shall be held at the place of and

immediately following each annual meeting of the Association, and no notice shall be necessary to any directors in order validly to constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or messenger service, at least fifteen (15) days prior to the date of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least fifteen (15) days' notice to each director, given personally or by telephone or messenger service, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall

be required, and any business may be transacted at such meeting.

Section 10. Quorum of Board. At all meetings of the Board of Directors a majority of the total number of directors established by these By-Laws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors shall require that all directors, officers, employees and agents of the Association handling or responsible for funds belonging to or administered by the Association shall furnish adequate fidelity bonds in favor of the Association. The premiums on such bonds shall be paid by the Association, and such bonds shall in no event be in an amount less than one and one-half times the Association's estimated annual operating expenses and reserves.

### ARTICLE III

#### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by, and in the case of the President from, the Board of Directors. The board may appoint an assistant treasurer, an assistant

secretary and such other officers as in its judgment may be necessary.

Section 2. Election and Term. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors, and his successor elected, at any regular meeting of the Board or any special meeting called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. Subject to the control of the Board, he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

Section 5. Vice-President. The Vice-President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also have such other powers and duties as may be assigned to him from time to time by the Board.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and

of the Board of Directors, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Association of all its funds and securities.

Section 8. Auditor. The Association shall appoint annually a public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any apartment, to audit the books and financial records of the Association as required by law or directed additionally by the Board of Directors.

#### ARTICLE IV

##### ADMINISTRATION

Section 1. Management. The Board of Directors shall at all times manage and operate the project and have such powers and duties as may be necessary or proper therefor including without limitation the following:

- (a) Supervision of its immediate management and operation;
- (b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the

common elements;

(d) Provision at each apartment of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment or as a common expense as determined by the Board;

(e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the project;

(f) Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;

(g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;

(h) Purchase and maintenance in effect of all policies of hazard and liability insurance for the project required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Board;

(i) Custody and control of all funds of the Association, maintenance of full and accurate books of account and records of such funds and preparation of regular financial reports thereof;

(j) Notification of all persons having any interest in any apartment according to the Association's record of ownership of delinquency exceeding 30 days in the payment of any assessment against such apartment; and

(k) Notification in writing of all holders of mortgages of apartments, or of apartment leases demising the same, as shown in the Association's record of ownership or of which the Secretary of the Association has been given written

notice, of any loss to, or taking of, the common elements of the project if such loss or taking exceeds TEN THOUSAND DOLLARS (\$10,000.00); and

(1) Establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these By-Laws and the house rules adopted pursuant to Article V, Section 4, of these By-Laws; provided such penalties and fines are not inconsistent with the law or the provisions herein, the unpaid amount of such penalties and fines against any apartment owner shall constitute a lien against his interest in his apartment which may be foreclosed by the Board of Directors or Managing Agent in the same manner as provided in the Horizontal Property Act for common expenses; provided, however, that the said lien for such penalties and fines shall be subordinate to liens for taxes and assessments lawfully imposed by governmental authority against the apartment and to all sums unpaid on mortgages of record.

Section 2. Managing Agent. The Board of Directors shall annually employ a responsible Managing Agent to manage and control the project subject at all times to direction by the Board, with all the administrative functions set forth specifically in the preceding Section 1 and such other powers and duties and at such compensation as the Board may establish, subject to prior approval of every such employment contract by a majority of apartment owners; every such employment contract shall provide that it may be terminated by the Board of Directors for cause on no more than ninety (90) days' written notice, and in no event may such employment contract be for a term exceeding three (3) years.

Section 3. Representation. The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or more than one apartment, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any apartment owner individually to appear, sue or be sued. Service of process on two or more apartment owners in any such action, suit or proceeding may be made on the President or Managing Agent.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary.

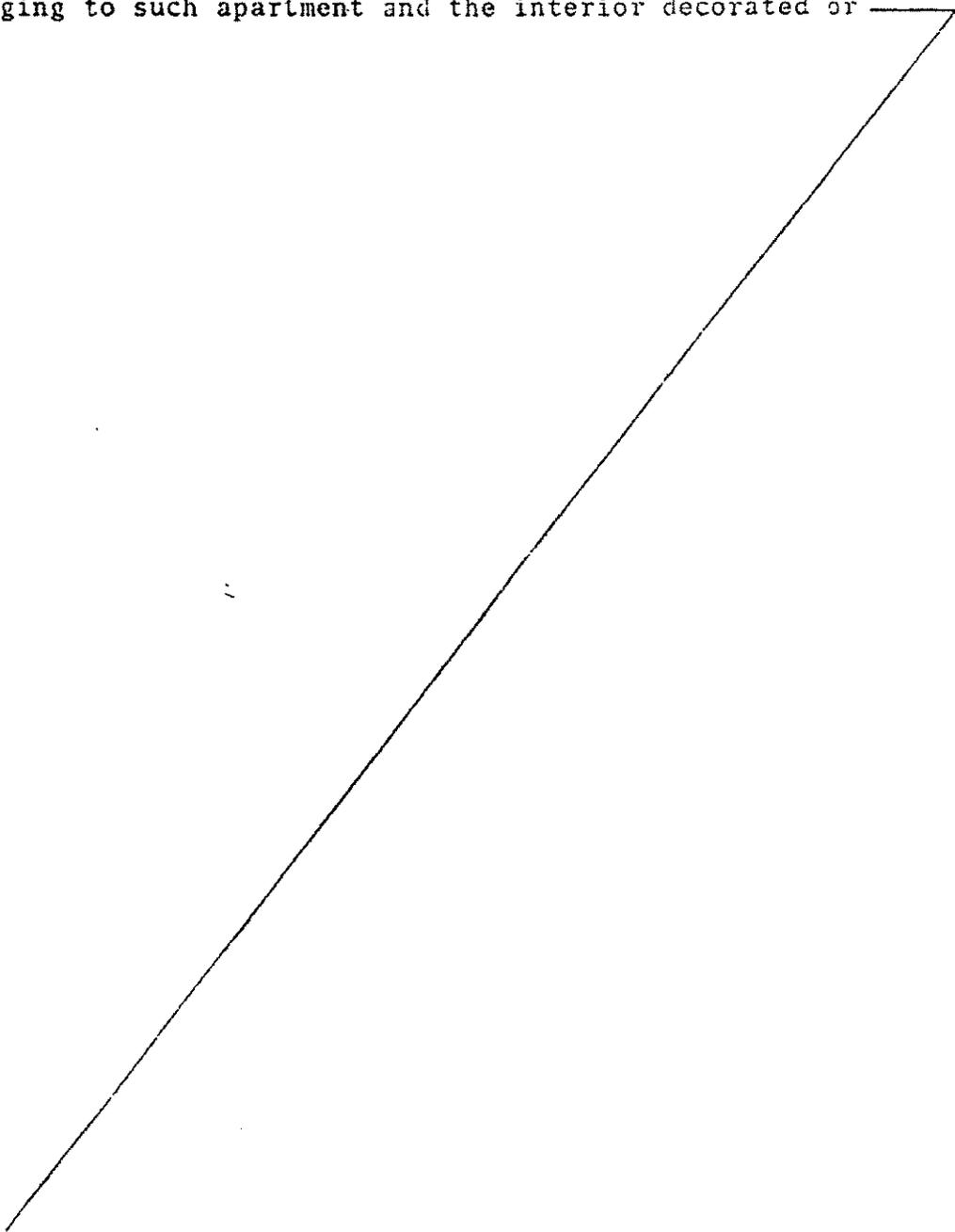
#### ARTICLE V

##### OBLIGATIONS OF APARTMENT OWNERS

Section 1. Assessments. All apartment owners shall pay to the Managing Agent in advance on the first day of each and every month the monthly installments of assessments against their respective apartments for common expenses of the project in accordance with the Declaration.

Section 2. Maintenance of Apartments. Every apart-

ment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment and the interior decorated or



finished surfaces of all walls, floors and ceilings of such apartment, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every apartment owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the project when discovered.

Section 3. Use of Project.

(a) The apartments of the project shall be used only for their respective purposes set forth in the Declaration and for no other purpose.

(b) All common elements of the project shall be used only for their respective purposes as designed.

(c) No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(d) Every apartment owner and occupant shall at all times keep his apartment 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 or the Association for the time being applicable to the use of the project.

(e) No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the project nor alter or remove any furniture, furnishings or equipment of the common elements.

(f) No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected.

(g) No apartment owner shall decorate or landscape any entrance of his apartment or any other portion of the project except in accordance with standards therefor established by the Board of Directors or specific plans approved in writing by the Board.

(h) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

(i) No garments, rugs or other objects shall be hung

from the windows or facades of the project.

(j) No rugs or other objects shall be dusted or shaken from the windows of the project or cleaned by beating or sweeping on any hallway or exterior part of the project.

(k) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose.

(l) No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets in reasonable number may be kept by the apartment owners and occupants in their respective apartments but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or on leash, provided that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom promptly upon notice given by the Board of Directors or Managing Agent.

(m) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof.

(n) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload

or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(o) If the project shall have separate elevators devoted (i) to the transportation of the apartment owners and their guests and (ii) for freight service or auxiliary purposes, the apartment owners and trademen are expressly required to utilize the freight or service elevators for transporting packages, merchandise or any other object that may affect the comfort or well-being of the passengers of the elevators dedicated to the transportation of the apartment owners, residents and guests.

Section 4. House Rules. The Board of Directors, upon giving notice to all apartment owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt, amend or repeal any supplemental rules and regulations governing details of the operation and use of the common elements not inconsistent with any provision of law, the Declaration or these By-Laws.

Section 5. Expenses of Enforcement. Every apartment owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment, foreclosing its lien therefor or enforcing any provisions of the Declaration or these By-Laws against such owner or any occupant of such apartment.

Section 6. Record of Ownership. Every apartment owner

shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such apartment or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors through the Managing Agent, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 7. Mortgages. Any apartment owner who mortgages his apartment or any interest therein shall notify the Board of Directors through the Managing Agent, of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association.

Any holder of a mortgage of record of an apartment or of an apartment lease demising the same shall have the right to examine the books and records of the Association and the project during regular business hours. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any apartment or interest therein shall report to such person the amount of any assessment against such apartment then due and unpaid.

## ARTICLE VI

### MISCELLANEOUS

Section 1. Amendment. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration at any meeting of the Association duly called for such purpose, by vote of seventy-five per cent (75%) of the apartment owners, effective only upon the recording

of an amendment to the Declaration setting forth such amendment of these By-Laws.

Section 2. Indemnification. The Association shall indemnify every director and officer and his executors and administrators against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceedings to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto, the Horizontal Property Act, (Chapter 514, Hawaii Revised Statutes, as amended), which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Horizontal Property Act.

Section 4. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or

construed to authorize the Association or Board of Directors to conduct or engage in active business for profit on behalf of any or all of the apartment owners.

EXHIBIT "D" - ALTERED FLOOR PLANS

1. Altered Apartment No. 115 (Scheme "A" floor plan) shall consist of six (6) rooms, including two (2) bedrooms, two (2) bathrooms, a kitchen, a living-dining room and three (3) lanais. This apartment will contain a floor area of approximately 1,175 square feet, including the three lanais of approximately 50 square feet each. This apartment shall have an appurtenant common interest of 2.4933 percent (2.4933%).

2. Altered Apartment No. 111 (Scheme "B" floor plan) shall consist of five (5) rooms, including two (2) bedrooms, a bathroom, a kitchen, a living-dining room and two (2) lanais. This apartment will contain a floor area of approximately 925 square feet, including the two lanais of approximately 50 square feet each. This apartment shall have an appurtenant common interest of 1.6997 percent (1.6997%).

3. Altered Apartment No. 115 (Scheme "B" floor plan) shall consist of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai. This apartment will contain a floor area of approximately 374 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of .7936 percent (.7936%).

4. Altered Apartment No. 114 (type "F") shall consist of four (4) rooms, including a kitchen, a dining room, a living-dining room, a bathroom and a lanai. This apartment will contain a floor area of approximately 569 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of 1.2074 percent (1.2074%).

5. Altered Apartment No. 328 (type "E") shall consist of four (4) rooms, including a living room, a bedroom, a kitchen, a bathroom and two (2) lanais. This apartment will contain a floor area of approximately 673 square feet, including the two lanais of approximately 68 square feet and 50 square feet. This apartment shall have an appurtenant common interest of 1.4281 percent (1.4281%).

6. Altered Apartment Nos. 211 and 311 (type "D") shall each consist of six (6) rooms, including a bedroom, two (2) bathrooms, a combined kitchen-dining-living room, a wardrobe, a lanai room and a lanai. Apartment 211 will contain a floor area of approximately 819 square feet, including the lanai of approximately 50 square feet; this apartment shall have an appurtenant common interest of 1.7380 percent (1.7380%). Apartment No. 311 will contain a floor area of approximately 823 square feet, including the lanai of approximately 50 square feet; this apartment shall have an appurtenant common interest of 1.7464 percent (1.7464%).

7. Altered Apartment Nos. 124 and 228 (type "C") shall each consist of four (4) rooms, including a kitchen, a dining room, a living-sleeping room, a bathroom and a lanai. Each of these apartments will contain a floor area of approximately 545 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.1565 percent (1.1565%).

8. Altered Apartment Nos. 214 and 314 (type "H") shall each consist of three (3) rooms, including a living-sleeping room, a bathroom, a combined kitchen-dining room and a lanai. Each of these apartments will contain a floor area of approximately 498 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.0568 percent (1.0568%).

9. Altered Apartment Nos. 116, 119, 120, 123, 127, 216, 217, 220, 221, 224, 225, 229, 316, 317 and 329 (type "I") shall each consist of five (5) rooms, including a bedroom, a wardrobe, a bathroom, a living-dining room, a kitchen and two lanais. Each of these apartments will contain a floor area (including the two lanais of 50 square feet each) and shall have an appurtenant common interest as follows:

<u>Apt. No.</u>	<u>Square Feet</u>	<u>Common Interest</u>
116	748	1.5872%
119	748	1.5872%
120	748	1.5872%
123	748	1.5872%
127	748	1.5872%
216	748	1.5872%
217	748	1.5872%
220	748	1.5872%
221	748	1.5872%
224	748	1.5872%
225	748	1.5872%
229	755	1.6021%
316	748	1.5872%
317	748	1.5872%
329	755	1.6021%

10. Altered apartments of the "Typical Hotel Room (converted to Studio Unit)" type will each contain the same floor area and shall have the same appurtenant common interest as set forth in Exhibit "B" to this Declaration, and shall each consist of two (2) rooms, including a combined kitchen-living-sleeping room, a bathroom and a lanai.

11. Altered Apartment No. 114-115 (Manager's Apartment - type "K") shall consist of six (6) rooms, including an office, a living-dining room, a kitchen, a storage room, a bathroom, a bedroom and a lanai. This apartment will contain a floor area of approximately 1,023 square feet, including the lanai of approximately 50 square feet. This apartment shall have an appurtenant common interest of 2.0010 percent (2.0010%).

12. Altered apartments of type "J" shall each consist of six (6) rooms, including a bedroom, a bathroom, a storage room, a powder room, a kitchen, a living-dining room and a lanai. Each of these apartments contains a floor area of approximately 778 square feet, including the lanai of approximately 50 square feet. Each of these apartments shall have an appurtenant common interest of 1.5872 percent (1.5872%).

NOTE: IN ACCORDANCE WITH LOCAL PRACTICE, THE APPROXIMATE GROSS FLOOR AREA OF EACH APARTMENT AS SET FORTH ABOVE INCLUDES ALL OF THE WALLS AND PARTITIONS WITHIN ITS PERIMETER WALLS, THE ENTIRETY OF ITS PERIMETER NON-PARTY WALLS AND THE INTERIOR HALF OF ITS PERIMETER PARTY WALLS, WHETHER LOAD BEARING OR NON-LOAD BEARING.



R-491

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
APR 07, 2004 08:01 AM

Doc No(s) 2004-070490



1st CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 1/1 Z6

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL ( ) PICK-UP ( )

Association of Apartment Owners of Prince Kuhio  
5061 Lawai Road  
Koloa, HI 96756

TG 339781 C  
RS

Total pgs: (3)

TELEPHONE: 742-1670

**NINTH AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM PROPERTY REGIME OF PRINCE KUHIO**

WHEREAS, certain real property and improvements were submitted to a Plan of Apartment Ownership, Master Deed, establishing the Prince Kuhio condominium project (the "Project"), in accordance with the provisions of statute (a predecessor to the Condominium Property Regime statute, Chapter 514A, Hawaii Revised Statutes), by instrument dated September 24, 1963, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4673, Page 517 (hereinafter referred to as the "Declaration of Horizontal Property Regime of Prince Kuhio", the "Declaration of Condominium Property Regime of Prince Kuhio", or the "Declaration"), and plans describing the Project were filed in said Bureau of Conveyances as Condominium Map No. 8; and WHEREAS, the Association of Apartment Owners of Prince Kuhio (the "Association" or the "Declarant") represents the interest of all the owners of the Project; and

WHEREAS, by Third Amendment to Declaration of Horizontal Property Regime of Prince Kuhio, dated November 19, 1975, and recorded as aforesaid in Liber 11101, at Page 10, the owners of all interests in the Project amended the Declaration at Paragraph "N" thereto, to permit alterations within an apartment to require only the written approval

of the Board of Directors of the Association, and of owners directly affected by such alteration, and holders of liens affecting such apartment (if required by such lienors); and

WHEREAS, owner Haug Asset Management, LLC, (Haug) has requested written approval from the Prince Kuhio Board of Directors to reconfigure Apartments 1 (also known as 111) and C-2 (also known as 108) by removing the second bedroom from Apartment 1 (111) and adding it to Apartment C-2 (108), which written approval was granted by said Board of Directors by letter dated June 22, 2000; and

WHEREAS, owner Haug Asset Management, LLC, (Haug) has requested written approval from the Prince Kuhio Board of Directors to convert Apartment C-1 (also known as 110) from commercial use to use as a dwelling unit, which written approval was granted by said Board of Directors by letter dated March 5, 2001; and WHEREAS, there are no persons holding a lien interest in said Apartments C-2 (108), C-1 (110) and 1(111) whose approval must be secured; and

WHEREAS, Haug owns all of the Apartments directly affected by said plans to reconfigure; and

WHEREAS, by Seventh Amendment to the Declaration of Condominium Property Regime of Prince Kuhio, dated June 5, 1995, and recorded as aforesaid as Document No. 95-085909 (the "Seventh Amendment"), the Association amended the Declaration to declare Basement Apartment 001 to be a common element and to adjust accordingly the percentage interests in the common elements of the Project for each apartment, including said Apartments C-2 (108), C-1 (110) and 1 (111), as set forth in Exhibit "A" to said Seventh Amendment; and

WHEREAS, the Declarant wishes to further amend the Declaration, as amended, and said Condominium Map to show the changed layout created by the reconfiguration of said Apartments C-2 (108), C-1 (110) and 1 (111) and to show the percentage common interest in the Project which is now appurtenant to said Apartments;

NOW, THEREFORE, Declarant hereby amends the Declaration of Condominium Property Regime of Prince Kuhio, as amended, by amending Condominium Map 8 in the manner shown on Exhibit "A" attached hereto, which amendment shows the layout of Apartments C-2 (108), C-1 (110) and 1 (111), and further hereby amends said Declaration of Condominium Property Regime of Prince Kuhio, as amended, by amending Exhibit "A" to the Seventh Amendment to delete the references to Apartments C-1, C-2 and 1 and the percentage common interest listed of said Apartments therein, and to add the following Apartments and their respective percentages of common interest:

Unit	% CURRENT COMMONINTEREST
108	2.7360
110	1.5335
111	1.7268

In all other respects, the Declaration is hereby confirmed and ratified.

IN WITNESS WHEREOF, the Declarant has executed these presents on this 9<sup>th</sup> day of March, 2004, 2002.

ASSOCIATION OF APARTMENT OWNERS OF PRINCE KUHIO

By Florence V. Bergum  
Its secretary PK AOA

By Bill H. Hutsinpiller  
Its Pres. PK AOA

"Declarant"

APPROVED:

[Signature]  
HAUGASSET MANAGEMENT, LLC

STATE OF HAWAII )  
COUNTY OF KAUAI )  
)

On this 9<sup>th</sup> day of March, 2004, 2002, before me personally appeared Florence V. Bergum and Bill H. Hutsinpiller, to me personally known, who, being by me duly sworn, did say that they are the Secretary and the, President respectively, of the ASSOCIATION OF APARTMENT OWNERS OF PRINCE KUHIO, an unincorporated association, and that the instrument was signed on behalf of the association by authority of its Board of Directors, and said officer acknowledged the instrument to be the free act and deed of the Association.

L.S.

[Signature]  
Notary Public, State of Hawaii  
Print Name: Aida G. Dolpo  
My commission expires: 11/18/07

# PRINCE KUHIO APARTMENT ASSOCIATION HOUSE RULES

For the benefit of everyone enjoying Prince Kuhio Resort, all owners, residents, guests and contractors on the premises are bound by the following rules:

**Vehicles:** The front parking area and the spaces in the adjacent parking structure labeled "Prince Kuhio" are reserved for owners and residents only. Register vehicle in office and display permit on dashboard. Car washing is permitted only in the car wash area adjacent to the parking structure. Do not use this area for parking.

**Trash:** All trash should be placed in the bins adjacent to the parking structure at the back of the property.

**Bicycles:** Riding or storing bicycles, skateboards, roller blades, etc. is prohibited on PK grounds.

**Animals:** Animals or pets of any type are not allowed on the premises or within units. Do not feed the chickens, birds or other feral animals.

**Pool:** By State law, children under the age of 14 years can not use the pool without an adult present. Pool gates have childproof latches that must be kept closed and latched at all times for safety. There is no lifeguard on duty at any time. Pool hours are 9:00 a.m. to sunset daily. Use of the pool is limited to owners and residents of Prince Kuhio. No glass containers or radios/portable stereos are permitted in the pool area. Please obey posted pool rules and remove trash and any other items brought to area.

**Laundry:** Facilities are for the use of owners and residents only. Hours are 7:00 a.m. to 8:00 p.m. Renters can obtain key code from their rental agent to access laundry when door is locked.

**Smoking:** There is no smoking allowed at Prince Kuhio with the exception of the designated area at the front west end of property. This means no smoking in any of the units or unit lanais or on any PK grounds (pool, BBQ, laundry, hallways, office, basement, etc.).

**Outdoor Cooking:** A BBQ area is provided for your use. Cooking outside of the designated BBQ area is prohibited.

**Eyesores/Storage:** Hanging towels, rugs, garments or other articles from the lanai or walkway railings is prohibited. No storage of surfboards, bicycles, beach chairs, equipment or supplies on the lanais, walkways or other common areas.

**Noise:** Noise travels very easily at PK, especially from lanais and open windows into units. Please be considerate of others and keep noise levels down. Association by-laws require that after 10:00 PM all noise must be contained within the unit. Notify manager of any noise complaints including construction noise.

**Construction:** Construction or maintenance activities are limited to the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday and 10:00 am to 2:00 p.m. Saturday. Noise must be kept to a minimum at all times. Owners or contractors check must with manager for specific instructions before starting major work.

**Kitchen & Bath Drains:** Prince Kuhio is served by a small, private sewage treatment plant. To ensure its effective operation, no garbage disposals are permitted. Sand, food waste, diapers, wipes or any bulky materials should not be put in drains or toilets.

**Sand:** Foot washes are provided on both sides of the front of the grounds and at the rear entrance. A carwash hose and pool shower are also available. Please use these to remove sand from feet, shoes and beach equipment.

**Prince Kuhio Park:** The adjacent park does not belong to Prince Kuhio Resort. It is a Hawaiian historical site and a monument. Please treat with respect. Do not play golf or ball games or climb on the walls in the park.

**Keys:** As required in the by-laws, each owner must provide keys for the unit and storage locker to management for emergency use.

**Posting of Rules:** Each owner will keep a current copy of the house rules posted in their unit. The manager will keep a copy posted in the office and on the bulletin board.

**Basement:** The basement is for owner and management use only. Remove all trash and clean up area after use.

**Violations:** Owners are responsible for the behavior of the residents of their units. Any damage to common elements from owners or renters will be charged to the owners. House rules violations will be processed by management and any resulting fines charged to the owner. Assessments of violations are as follows: 1) First violation- verbal warning and written notice with copies to owner and rental agent. 2) Repeat violation of same infraction - \$50.00. 3) Third and succeeding violations - \$500.00 each.

**Prince Kuhio  
Contact Information Form**

In order to ensure we have accurate contact information for each homeowner, please complete this form and return it to Toby Hinson, Board Secretary, 5061 Lawai Rd. #306, Koloa, HI 96756 by March 31<sup>st</sup>. Information will be updated in the Owners Directory and a new copy will be sent to you. If you own more than one unit, please include additional information on the back of the form.

Unit # \_\_\_\_\_

Owners of Record (please print all names) \_\_\_\_\_  
\_\_\_\_\_

Home address \_\_\_\_\_  
\_\_\_\_\_

Home telephone number \_\_\_\_\_

Cell phone \_\_\_\_\_

Email \_\_\_\_\_

Is your unit a rental? \_\_\_\_\_ Long Term \_\_\_\_\_ Vacation \_\_\_\_\_

Rental Agent \_\_\_\_\_

Telephone number in unit \_\_\_\_\_

Do you store a car on the premises? \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

License number \_\_\_\_\_ Color \_\_\_\_\_

Are you interested in having high-speed internet installed in your unit at a cost of \$15 per month? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you interested in purchasing a storage unit at a cost of approximately \$350, plus installation? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you interested in paying your monthly dues electronically? Yes \_\_\_\_\_ No \_\_\_\_\_

Thank you!