



DOCUMENT RECEIPT
Hawaii Association of REALTORS® Standard Form
Revised 12/17 (NC) For Release 11/20



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Purchase Contract Reference Date: 21-Mar-2021

Property Reference or Address: 1777 Ala Moana Blvd, Ilikai 2515, Honolulu, HI 96815

Tax Map Key: Div. 1 /Zone 2 /Sec. 6 /Plat 010 /Parcel 007 /CPR 0983 (if applicable).

Condominium/Cooperative/Subdivision/PUD/Homeowner/Planned Community Association Documents.

Fill in dates and document identification details.

Name of Association Ilikai

- Annual Board Meeting Minutes
- Annual Financials
- Articles of Incorporation
- Budgets
- Bylaws
- Condominium Declaration
- Current Unaudited Financial Documents
- Insurance Summary
- Regular Meeting Minutes
- Rules and Regulations

640 pages

Reports and Other Documents: Fill in dates and document identification details.

- Building Permit Packet _____
- Rental. Check applicable items: Property Condition Form Rental Agreement Property Management Contract(s)
- Short Term Vacation Rental Reservation(s) Other: _____
- Inventory of Furniture and Furnishings _____
- Preliminary Title Report _____
- Residential Leasehold Disclosure _____
- Survey Report _____
- Termite Inspection Report (TIR) _____
- Other: _____
- Other: _____
- Other: _____
- Other: _____

 BUYER/BUYER'S REPRESENTATIVE'S INITIALS & DATE

 BUYER/BUYER'S REPRESENTATIVE'S INITIALS & DATE



RECEIPT:

The undersigned acknowledges receipt of the above checked documents and agrees to return all hard copy documents in a timely manner should the transaction be terminated for any reason by either Buyer or Seller. Receipts required in Sections I or M of the Purchase Contract shall be retained by Seller for a period of 3 years.

Buyer/Buyer's Representative's Signature

Date

Buyer/Buyer's Representative's Signature

Date

Title

Title

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).



RECEIPT OF PROJECT INFORMATION
Hawaii Association of REALTORS® Standard Form
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Property Reference or Address: 1777 Ala Moana Blvd, Ilikai 2515, Honolulu, HI 96815

Tax Map Key: Division 1 /Zone 2 /Sec. 6 ^("Project") /Plat 010 /Parcel 007 /CPR 0983 (if applicable).

By signing below, Buyer acknowledges and agree that:

1. Buyer has received a copy of the Project Information Form dated 29-Mar-2021.
2. The information contained in the Project Information Form is being provided by the Managing Agent at the Seller's request and is based only upon the knowledge and information available to the Managing Agent.
3. Buyer is advised that Buyer should refer to qualified experts in the various fields, including but not limited to attorneys, accountants, engineers and contractors for detailed evaluation of areas where additional information is desired.
4. If the Managing Agent has marked "NTMK" in response to any questions, Buyer recognizes that this does not mean there may not be a defect which an expert could discover, or the passage of time would reveal. Likewise, Buyer recognizes that a problem may be more serious than the Managing Agent knows.
5. The information contained in the Project Information Form is not a warranty of any kind by Seller, the Managing Agent, or any Brokerage Firm or any of its licensees representing Seller or Buyer.

Buyer Date

Buyer Date

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PROJECT INFORMATION FORM



Condominium, Co-op, PUD, and other Homeowner Organizations
Hawaii Association of REALTORS® Standard Form
Revised 12/17 (NC) For Release 11/20

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Property Reference or Address: 1777 Ala Moana Blvd #2515 , Honolulu, HI 96815

Project Name: Ilikai Apartment Building

Tax Map Key: Div. 1 /Zone 2 /Sec. 6 /Plat 010 /Parcel 007 /CPR 063 (if applicable).

Project is [X] managed by a licensed real estate Brokerage Firm. OR [] Self-managed

Name of Managing Agent: Hawaiian Properties, Ltd.

Managed by this Managing Agent since: May 1, 2010

Managing Agent provides (Check those services that apply):

- [] Administrative Management Services
[X] Fiscal Management Services
[] Physical Management Services
[] Other Management Services -
[] Onsite Manager's name and cell phone number:

A. GENERAL

Total number of apartments: 1061 Number of guest parking stalls available: None

If applicable, what is the # of Condominium Apartments that have been sold and conveyed (excluding to the Developer)? 1061

What is the approximate # of Condominium Apartments that are primary residences? 4% or 40 units... *1

What is the approximate # of Condominium Apartments that are second homes? Unknown

What is the approximate # of Condominium Apartments that are investor properties? 1021

Approximately how many foreclosures have been filed by the Board of Directors during the past twelve (12) months? 1

What is the approximate # of owners more than one month delinquent in maintenance fees? 5

What is the approximate dollar amount of the delinquencies? 51,000

If answer is "yes", using the SAME number below, describe in the space provided.

- Yes No NTMK (Not To My Knowledge)
(1) Is the subject property leasehold? If yes:
(a) Within the past year, has the Board of Directors had discussions with the Lessor regarding the purchase of the leased fee interest in the land?
(b) Does the Association own any fee interest in the Project?
(c) Has the Association taken a loan to acquire its fee interest?
(d) If so, are any owners assessed to repay the Association's loan?
(e) Are there any current or pending negotiations regarding the lease?
(2) Is the Project subject to phasing or development of additional increments?
(3) Has the Owners Association been in control of the operations of the Project for less than two (2) years?
(4) Are there any lawsuits, arbitration or mediation actions affecting the Project and/or the Association other than delinquent owner maintenance fees?
Attorney for Association of Apartment Owners: Chris Porter 539-1100
NOTE: Any attorney fees or other costs incurred for further answering this inquiry shall not be at the expense of the Association of Apartment Owners, nor of the Managing Agent.
(5) If the Project is a Condominium, does any single entity, individual or partnership own more than 10 percent of the common interest of the Project?
(a) What is the largest number of units owned by one entity? 123
(6) Are any Association or Corporation approvals required for transfer of Ownership?
(7) Is a resident manager's apartment a part of the common elements, or is one owned by the Association or Corporation (does not apply to Planned Unit Developments)?

BUYER'S INITIALS & DATE



- | Yes | No | NTMK | |
|-----|----|---------------|---|
| *3 | X | [] [] | (8) Is a time share operation located at the Project? Name of Operator: <u>Shell Vacations</u> |
| | | [X] [] [] | (a) What is the estimated number of time share units? <u>123</u> |
| | | [] [] [] | (9) Is there a hotel operation or mandatory rental pool? Name of operator? _____ |
| | | [] [] [X] | (10) Have any of the following items been discovered by the Association or Corporation at the Project?
[] asbestos; [] formaldehyde; [] radon gas; [] lead-based paint; [] mold, mildew, fungus |
| | | [X] [] [] | (11) Are there commercial apartments, lots or commercial use of the common areas or common elements at the Project? |
| | | | (a) If Yes, what percentage of the total square footage in the Project is used for commercial space? <u>7.74</u> % |
| | | [] [X] [] | (12) Is the Project part of a master association? |
| | | | (a) If yes, what is the name of the master association? _____ |

Number of Question answered "YES" and Explain: _____

B. INSURANCE

Name of Insurance Company: ATLAS INSURANCE

Name of Insurance Agent: Elaine Panlilio Phone 808-533-8766

****If answer is "yes", using the SAME number below, describe in the space provided.****

- | Yes | No | NTMK | Note: In case of Planned Unit Development, questions #10 to #14 apply to common areas only. |
|-------|-----|---------|---|
| [X] | [] | [] | (13) Are any improvements located in a designated Flood Hazard Zone that require insurance? |
| *4 | X | [] [] | (14) Is the Project covered by Flood Insurance? |
| [X] | [] | [] | (15) Is the Project located in a tsunami inundation area? |
| [] | [] | [X] | (16) Has there been any substantial damage to the Project due to earthquake, fire, floods, winds, landslides, tsunami, or volcanic activity within the last five years? |

Number of Question answered "YES" and Explain: _____

BUYER'S INITIALS & DATE

C. FINANCIAL

What does the apartment maintenance fee include?

- | | |
|---|---|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Real Property Tax |
| <input checked="" type="checkbox"/> Cable TV Signal | <input type="checkbox"/> Refuse Service |
| <input type="checkbox"/> Common Area Expenses | <input checked="" type="checkbox"/> Sewer |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Water |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Loan(s) _____ |
| <input checked="" type="checkbox"/> Hot Water | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Other: <u>Internet and Cable</u> |
| <input type="checkbox"/> Photovoltaic | |

Are there any other fees billed to the owners by the Association? (i.e., Community association dues, water/electric sub-meters, lease rents, real property taxes) Please describe (type and amount) _____
 Electricity is submetered _____

How frequently is a financial statement prepared? Monthly Quarterly Specify: Cash Basis Accrual Basis

****If answer is "yes", using the SAME number below, describe in the space provided.****

- | Yes | No | NTMK | |
|-------------------------------------|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (17) Has the Association or Corporation Board of Directors approved a maintenance fee increase, change in maintenance fee structure or inclusions, assessment(s) (special or other), or loan? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (18) Are any assessment(s) (special or other) or loans in effect at this time?
(a) If yes, explain below the purpose, amount, and duration for the assessment(s) (special or other) or loans? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (19) Are any assessment(s) (special or other) required to be paid in full at Closing? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (20) Are there separate accounts for operating and reserve funds?
(a) What is the balance of the reserve account? <u>See Current Financials</u> |

Number of Question answered "YES" and Explain: _____

D. PROJECT CONDITION

****If answer is "yes", using the SAME number below, describe in the space provided.****

Are there any major repairs required or planned within the next 12 months with respect to the following common elements/common areas of the Project?

- | Yes | NTMK | | Yes | NTMK | |
|-------------------------------|-------------------------------------|-----------------------------|---|-------------------------------------|--------------------------------------|
| (21) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Air Conditioning system | (37) <input type="checkbox"/> | <input type="checkbox"/> | Roofing |
| (22) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Barbecue Facilities | (38) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sauna |
| (23) <input type="checkbox"/> | <input type="checkbox"/> | Community Laundry | (39) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Security Systems |
| (24) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Drainage | (40) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sewage Treatment Plant |
| (25) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Driveways/Parking Areas | (41) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Slab(s) |
| (26) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electrical Systems | (42) <input type="checkbox"/> | <input type="checkbox"/> | Spalling Remediation |
| (27) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Elevators | (43) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Spas |
| (28) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exterior Walls | (44)* <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sprinkler System |
| (29) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Foundations | (45) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Swimming Pool |
| (30) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Lanai Decks/Railings | (46) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tennis Courts |
| (31) <input type="checkbox"/> | <input type="checkbox"/> | Lights | (47) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Trash Chutes |
| (32) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Painting | (48) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Walkways |
| (33) <input type="checkbox"/> | <input type="checkbox"/> | Photovoltaic/Solar | (49) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Wall(s)/Fences (including sea walls) |
| (34) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plumbing | (50) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Water Features |
| (35) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pool/Deck/Railings | (51) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other _____ |
| (36) <input type="checkbox"/> | <input checked="" type="checkbox"/> | Rec./Fitness Room Equipment | | | |

BUYER'S INITIALS & DATE

Yes No NTMK

- [] [**X**] [] (52) Are lanai enclosures presently permitted by the Association or Corporation Board of Directors?
- [] [] [**X**] (53) Do you know, within the past year, of the presence of live infestation, wood boring insects/termites in the common elements/common areas of the Project?
- [] [] [**X**] (54) Do you know, within the past year, of leaks and/or water damage in the common elements/common areas of the Project?
- [] [] [**X**] (55) Are you aware, within the past year, of any structural problems in the common elements/common areas caused by water, settling, sliding, subsidence, filled land, etc.?

Number of Question answered "YES" and Explain: _____

E. DISCLAIMER

While not guaranteed, the information contained in this Project Information Form is based on information reasonably available to the Managing Agent at the time this form was completed. It has been provided by the Managing Agent at Owner/Seller's request and is believed to be current and correct to the best of the Managing Agent's knowledge at the time this form was completed. All persons relying upon the information contained in this form are advised that the information provided cannot be considered a substitute for a careful inspection of Project and Project's governing documents, meeting minutes, financial documents and other documentation; and that they should refer to qualified experts in the various professional fields, including but not limited to attorneys, accountants, architects, engineers, contractors and other appropriate professionals for detailed evaluation of areas where additional clarification or information is desired. The person or entity completing the form is doing so only as an accommodation to the parties and shall not be held liable for any errors or omissions whatsoever. The person or entity completing this form is not required to and has not completed any special investigation, and is only reporting facts already known to that person or entity or readily available. Specifically and without limitation, the person or entity completing the form has not reviewed any records except official records of meetings in the possession of that person or entity and only for the current and prior year. Where the answer to a question is not applicable, unknown or is otherwise unanswerable, it has been marked "NTMK". Where the Managing Agent has marked "NTMK" or "NO" in response to a question concerning project condition, it must be recognized that this does not mean there may not be a defect which an expert could discover or the passage of time would reveal. Likewise, a problem could be more serious than the Managing Agent, the Association, the Corporation or its Board of Directors knows. All such persons having access to this Project Information Form understand and acknowledge that this Project Information Form is not a warranty or guaranty of any kind by the Managing Agent, the Association or its Board of Directors.

Person completing this form:



Signature

3/29/21

Date

Name: Jeff Dickinson Title: Sr Property Manager
 Company: Hawaiian Properties, Ltd. Brokerage Firm License No. _____
 Address: PO Box 38078 Honolulu HI 96837-1078
 Phones: 808-539-9777 Fax 808-521-2714
 E-Mail _____

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BUYER'S INITIALS & DATE

**ADDENDUM TO REQUEST FOR DOCUMENTS FORM RR105C
AND PROPERTY INFORMATION FORM RR105C**

DATE OF FORMS: 3/29/21

The above-identified forms are modified as stated herein. I/We understand and agree that:

- (i) the information requested is being provided as an accommodation only and that the Managing Agent and the Association and their respective officers, directors, employees and agents shall have no liability whatsoever for any errors or omissions with respect thereto;
- (ii) the Managing Agent and the Association are not required to make any special investigations as to any matters for which information is requested and shall report only facts already known or readily available to the Managing Agent; and
- (iii) the documents and information provided shall relate only to the community association for which information is requested and shall not include documents or information related to other community associations or master associations which may affect the property being sold.

I/We agree to indemnify and hold harmless the Association and the Managing Agent from All Costs for any Injury consequent upon or arising from:

- (i) the use or distribution of the documents or information provided by the Association or Managing Agent on Forms RR105B and/or RR105C, as amended;
- (ii) any allegation that said documents or information provided by the Association or Managing Agent adversely affected any real estate transaction or violated any law, statute, ordinance or regulation now or hereafter in force of the United States, the State of Hawaii or any city or county; and
- (iii) any allegation that the documents or information provided by the Association or Managing Agent caused damage to Me/Us or to any third party.

If any lawsuits, arbitration or other proceedings shall be brought against the Association or the Managing Agent for any of the foregoing reasons, I/We will defend the same and will pay whatever judgements which may be recovered against the Association or the Managing Agent. The obligation to defend shall include the obligation to pay all costs and expenses of the lawsuit, arbitration or proceeding and any appeal thereof, including attorneys, fees, incurred by the Association or the Managing Agent. As used herein:

All Costs shall include every and all cost, loss, damage, liability, expense, demand, penalty and fine whatsoever, which may arise from or be claimed against the Association or the managing Agent, by any person or entity.

Injury shall include all injuries to person or property, or damage of whatever kind or character suffered or sustained.

The acceptance of any of the documents or information as provided on form RR105B and/or RR105C and the use or distribution of those documents or information to any third party for any purpose whatsoever, including without limitation, compliance with Chapter 508D, Hawaii Revised Statutes, constitutes the agreement of the Seller (s) to all of the terms and provisions of this Addendum including without limitation the obligation to defend and indemnify the Association and the Managing Agent.

Buyers Initials & Date

Sellers Initials & Date

Property Address: _____

Comments Addendum Form RR105c

A) General & Legal (write comments, if any, below and refer to question number)

GENERAL INFORMATION:

On-Site General Manager

1777 Ala Moana Blvd #212

Honolulu, HI 9681

PH: 942-1828

Units are submetered. Owners are billed back for usage

Units owned by SVC-Waikiki (9.24%), SFI LLC Comprise of 7.74 percent of the common interest.

B) Insurance (write comments, if any, below and refer to question number)

Homeowners Insurance (HO6) is required. Please contact Elaine Panlilio of Insurance Associates at 533-8766 for coverage requirements.

Buyer's Initials & Date

Property Address: _____

Seller's Initials & Date

Comments Addendum Form RR105c (continued)

C) Financial (write comments, if any, below and refer to question number)

D) Property Condition (write comments, if any, below and refer to question number)

- 42. Fire pump
- Hot Water system
- Loading dock repairs

Buyer's Initials & Date
Property Address: _____

Seller's Initials & Date

Comments/Notes:

- *1 (A. GENERAL):owner occupied
- *2: Ilikai Hotel SFI-Waikiki, LLC. owns 7.75 percent of the property.
- *3 (8): 123 units are timeshare
- *4 (14): First Insurance Company of Hawaii, Ltd
- *5 (44): Fire Pump, Hot Water System and loading dock repairs.

Ilikai Apartment Building

Annual Board Meeting Minutes



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

Association of Apartment Owners of the Ilikai Apartment Building, Inc.
Tuesday, November 17, 2020 Annual Meeting
Prince Hotel Waikiki, Pi'imaio Ballroom

1. **CALL TO ORDER**

Mr. Ben Dookchitra, President, called the meeting to order at 6:30 pm. A quorum was present with 63.08273% of the common interest represented in person or by proxy. Jeff Dickinson was recording secretary for the meeting. Steve Glanstein was appointed chair pro-tem in accordance with the meeting rules.

2. **READING AND APPROVAL OF MINUTES**

The minutes of the March 21, 2019 Annual meeting were approved by the Board on June 11, 2019 in accordance with the meeting rules. The minutes of the March 24, 2020 Annual meeting were approved by the Board on October 29, 2020.

3. **REPORTS OF OFFICERS**

The Auditor's Report was available at check-in.

4. **APPOINTMENT OF TELLERS**

Russ Laurier and Carolyn St. Romain were appointed tellers for any counted vote at the meeting.

5. **ELECTION OF DIRECTORS**

Nominations and elections were conducted. The results are:

Lea Sasak	3-year term	53.007538%
Neal Silva	3-year term	52.255658%
Lonnie Kelley Jr.	3-year term	49.624278%
Mike Ako	2-year term	48.120318%
John Hall		6.992484%

6. **ADJOURNMENT**

The meeting adjourned at 7:00 p.m.

Jeff Dickinson
Recording Secretary

Approved by the Board of Directors on _____.
Secretary's Initials: _____

Ilikai Apartment Building

Annual Financials



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

**ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
FINANCIAL STATEMENT AND SUPPLEMENTARY INFORMATION**
years ended December 31, 2019 and 2018

With
Report of Certified Public Accountant

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Independent Auditor's Report

Board of Directors and Members
Association of Owners of Ilikai Apartment Building

Report on the Financial Statements

I have audited the accompanying financial statements, which comprise the statements of cash receipts and disbursements and changes in cash balances of the Association of Owners of Ilikai Apartment Building for the years ended December 31, 2019 and 2018, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair representation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair representation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion the statement mentioned above presents fairly, in all material respects, the cash receipts and disbursements, and the changes in cash balances of the Association of Owners of Ilikai Apartment Building for the years ended December 31, 2019 and 2018.

Independent Auditor's Report (concluded)

Board of Directors and Members of
Association of Owners of Ilikai Apartment Building

Basis of Accounting

As described in Note 2, these financial statements were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles.

Report on Supplementary Information

My audit was performed for the purpose of forming an opinion on the financial statements as a whole. The Schedules of Other Receipts, Major Replacements & Repairs and Operating Fund Disbursements on pages 8-9 are presented for purposes of additional analysis and are not a required part of the basic financial statement. Such information is the responsibility of the Association's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statement, in accordance with auditing standards generally accepted in the United States. In my opinion, the information is fairly stated in all material respects in relation to the basic financial statement taken as a whole.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States require that The Supplementary Information on Future Major Repairs and Replacements (Unaudited) on page 10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

Restriction on Use

This report is intended solely for the information and use of the Board of Directors and members of the Association of Owners of Ilikai Apartment Building and is not intended to be used and should not be used by anyone other than these specified parties.

Ratna Nuti, CPA, LLC

September 21, 2020

**STATEMENT OF CASH RECEIPTS, DISBURSMENTS AND
CHANGES IN CASH BALANCES**
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
years ended December 31, 2019 and 2018

	<u>2019</u>		<u>2018</u>	
	<u>OPERATING</u> <u>FUND</u>	<u>REPLACEMENT</u> <u>FUND</u>	<u>TOTAL</u>	<u>(memo only)</u> <u>TOTAL</u>
CASH RECEIPTS				
Member assessments	\$ 6,431,269	\$ 600,000	\$ 7,031,269	\$ 6,702,191
Interest	-	131,548	131,548	114,392
Others	2,957,266	-	2,957,266	2,220,063
TOTAL RECEIPTS	<u>9,388,535</u>	<u>731,548</u>	<u>10,120,083</u>	<u>9,036,646</u>
 CASH DISBURSEMENTS				
Major replacements & repairs Sch	-	909,785	909,785	1,460,480
Utilities Sch	4,650,561	-	4,650,561	4,476,046
Maintenance and repair Sch	638,282	-	638,282	656,251
Wages and benefits Sch	263,720	-	263,720	261,354
Contract labor	1,355,711	-	1,355,711	1,240,133
Security	698,249	-	698,249	580,161
Management fees	77,040	-	77,040	77,040
Other professional fees	171,106	-	171,106	77,763
Insurance	585,714	-	585,714	459,884
Uninsured losses (*18 net of claims \$52,758)	-	-	-	10,304
Administrative	125,746	-	125,746	102,013
Entertainment & torch lighting	93,731	-	93,731	76,881
Parking	18,300	-	18,300	16,500
Property taxes	-	-	-	1,657
Excise taxes	5,306	-	5,306	6,250
Income taxes	38,102	-	38,102	33,837
Security office	100,173	-	100,173	93,737
Rental units	16,141	-	16,141	33,034
Miscellaneous	16,599	-	16,599	12,698
Disbursed in error	-	11,350	11,350	-
TOTAL DISBURSEMENTS	<u>8,854,481</u>	<u>921,135</u>	<u>9,775,616</u>	<u>9,676,023</u>
 Increase (decrease) in cash	534,054	(189,587)	344,467	(639,377)
Beginning cash	277,106	5,864,037	6,141,143	6,780,520
Fund transfers	(442,998)	442,998	-	-
ENDING CASH BALANCES	<u>\$ 368,162</u>	<u>\$ 6,117,448</u>	<u>\$ 6,485,610</u>	<u>\$ 6,141,143</u>
 Comprised of:				
Petty and checking	\$ 368,162	\$ -	\$ 368,162	\$ 277,106
Savings accounts	-	652,448	652,448	98,541
Savings certificates	-	5,465,000	5,465,000	5,765,496
	<u>\$ 368,162</u>	<u>\$ 6,117,448</u>	<u>\$ 6,485,610</u>	<u>\$ 6,141,143</u>

See also the accompanying notes to the financial statements

NOTES TO THE FINANCIAL STATEMENT
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
December 31, 2019 and 2018

1. Nature of Organization

The Association of Owners of Ilikai Apartment Building is a statutory, unincorporated condominium association that is responsible for the operation and maintenance of the common property within the development. The development is a 1061 unit condominium located on 2.90 acres in Honolulu, Hawaii.

2. Summary of Significant Accounting Policies

Basis of accounting: In accordance with industry practice, the financial statement of the Association is presented on the basis of cash receipts and disbursements. This basis differs from generally accepted accounting principles in that certain revenues are recognized when received rather than when earned, and certain expenses are realized when paid rather than when the obligation is incurred.

Fund accounting: The Association separates operating funds from funds designated for future major repairs and replacements for accounting and reporting purposes.

Member assessments: Association members are subject to monthly assessments to provide funds for operating expenses, improvements, replacements and major repairs. Receipts from assessments comprise approximately 92% of the total receipts of the Association. The Association's policy is to retain legal counsel and place liens on the units of members who are delinquent. Any excess assessments at year-end are retained by the Association for use in future years. The Association's receipts were collected and disbursements made by its agent, Hawaiian Properties.

Basis of Expense Allocation - Common expenses: In accordance with the 7th Amendment to the Restated Declaration and earlier amendments, the common interests were revised to record the swapping of commercial units for residential units, elimination of a residential unit and change in sizes of some of the residential units by the Hotel. As of January 1, 2017, the Association started allocating common expenses per the revised common interests. The new allocations are as follows:

	<u>Units</u>	<u>Common interest per unit</u>	<u>Total Common Interest</u>
One-bedroom unit	874	1/1,330	874
Two-bedroom unit	159	2/1,330	318
Apartments 201, 211 and 2238	3	1.5/1330	4.5
Suite 2544	0	3/1330	-
Apartment 2240	0.5	0.5/1330	0.5
Penthouse No. 2601	1	3/1,330	3
Penthouse Nos. 2602, 2603 2604, 2605, 2612 and 2613	6	2.5/1,330	15
Penthouse Nos. 2606, 2607 2608, 2609, 2610 and 2611	6	2/1,330	12
Commercial units	<u>11</u>	103/1330	<u>104.5</u>
	<u>1,061</u>		<u>1,330</u>

NOTES TO THE FINANCIAL STATEMENT
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
(Continued)
December 31, 2019 and 2018

2. Summary of Significant Accounting Policies (concluded)

Cash: In accordance with industry practice, the cash of the Association includes long-term bank certificates of deposit, which can be withdrawn with no material loss of principal. These certificates mature between February 2020 and December 2024.

Utility assessments: Members are being billed directly for electricity usage based on sub-meter readings. Cable TV charges are assessed to the owners separately from the maintenance fee. In 2019, cable TV assessment was \$46.55 per month.

SFI Settlement: In September 2019, the Association settled with i-Star over the balances owed by the prior owners of the Hotel Anekona Ilikai Retail and Anekona Islander. The Association received a settlement amount of \$432,651. In January 2020, the Association wrote off the balances owed by Anekona companies in the amount of \$1,993,000.

Income taxes: Under current tax laws, a qualifying homeowners' association may annually elect to file under Section 528 of the Internal Revenue Code. Otherwise the Association must file on the form used by corporations. Under either election certain non-member income less related expenses are generally subject to tax. The Association has elected to file income tax returns as a corporation for the years ended December 31, 2019 and 2018. Under this election the Association's taxable income was \$95,902 and \$136,921, respectively, and income taxes were paid (federal) and 4.40%-6.4% (state). Excess member assessments are being carried forward in accordance with Revenue Ruling 70-604.

Accounting principles generally accepted in the United States require uncertain tax positions to be recognized in the financial statements if they are more likely than not to fail upon regulatory examination. The Board of Directors and management has evaluated the Association's tax position as of December 31, 2019 and for the year then ended, by reviewing its income tax returns and conferring with its tax advisors and determined that it had no uncertain tax positions required to be reported in accordance with such generally accepted accounting principles. With few exceptions, the Association is no longer subject to examination by tax authorities for the years before December 31, 2016.

General Excise Tax: Hawaii State Statutes require a homeowners' association to pay general excise tax at 4.00% on non-exempt function income such as income from interest, late fees, rents and other miscellaneous sources. A City and County surcharge of 0.5% is due from properties located on the island of Oahu. Exempt function income such as member assessments and certain other assessments are not subject to General Excise Tax.

Comparative financial statements: The financial statements fund balances include certain 2018 comparative information. With respect to the comparative financial statements, such prior year information is not presented by fund and is presented in total rather than by functional category. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended December 31, 2018 from which the summarized information was derived.

Rental units: In 2019 the Association rented out 3 apartments received in non-judicial foreclosure and received gross rents of nearly \$28,000. As of December 31, 2019, the Association paid nearly \$16,600 as maintenance fee and rental expenses on the units.

NOTES TO THE FINANCIAL STATEMENT
(Continued)
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
December 31, 2019 and 2018

3. Date of Management Review

In preparing the financial statements, the Association has evaluated subsequent events and transactions for potential recognition or disclosure through September 21, 2020, the date that the financial statements were available to be issued.

4. Other Significant Assets and (Liabilities)

At year-end the Association had the following other significant assets and liabilities:

	<u>2019</u>	<u>2018</u>
Assessments receivable	\$ 2,075,955	\$ 2,121,310
less allowance for doubtful accounts*	(1,993,423)	(1,993,423)
Utilities receivable	327,557	288,427
Other receivables	11,350	-
Income taxes refundable (payable)	11,198	185
Prepaid insurance	170,393	111,939
Prepaid assessments	(354,289)	(356,390)
Utilities prepaid	(124,544)	(136,746)
Accounts payable	(450,506)	(481,479)

*written off in January 2020 (see footnote #8)

5. Future Major Repairs and Replacements

The Hawaii Condominium Property Regime Act requires condominium associations to prepare a study of future major repairs and replacements and to fund their estimated replacement reserves. Associations must annually assess the membership 50% of the amount needed to attain full funding by the end of the next budget year under the component method of funding or 100% of the amount needed to fully fund a twenty- year cash flow plan.

In October 2019, Pacific Reserve Studies issued an updated reserve study report estimating the remaining useful lives and the replacement costs of the components of common property. The estimates were based on future estimated replacement costs. Funding requirements consider an annual inflation rate for component costs of 2.00% and interest of 1.50% on amounts accumulated for future major repairs and replacements. The table included in the unaudited supplementary information is based on this study.

The Association is funding for major repairs and replacements using the cash-flow method, based on the study's estimates and considering amounts previously accumulated in the replacement fund. Accordingly, the Association assessed its members \$600,000 in the past year for future major repairs and replacements, and the study's funding recommendation of \$660,000 has been included in the next fiscal year budget. Funding requirements consider an annual inflation rate for component costs of 3.00% and interest of 3.00, on amounts accumulated for future major repairs and replacements. Funds are being accumulated based on estimates of amounts and timing of expenditures. Actual expenditures may vary from these estimates, and the variations may be material, therefore, the amounts accumulated in the replacement fund may not be adequate to meet all future needs.

NOTES TO THE FINANCIAL STATEMENT

(Concluded)

ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING

December 31, 2019 and 2018

6. Commitments

The Association has various contract services including fiscal property management, cable TV, internet and WI-FI service, refuse pick-up, janitorial and maintenance labor, elevator maintenance, pest control and security. As of December 31, 2019, the loading dock repair was in progress. The contract on this work was worth nearly \$588,000 and the contractor was paid nearly \$87,000 by December 31, 2019. Also, in progress was the fire pump replacement project worth about \$429,000 and paid \$107,192 as of December 31, 2019. Both projects were completed as of the audit report date.

7. Concentration of Credit Risk

The Association earns a majority of its revenues from maintenance fees and special assessments. Revenues from assessments comprise approximately 92% of the total revenues of the Association. The Association is dependent on individual apartment owner's ability to meet their financial obligations to the Association. An unexpected change in economic conditions could have a material effect on the Association's ability to meet its current obligations and to accumulate replacements funds for future major repairs and replacements.

The Association maintains its cash balances at two local financial institutions in Honolulu, Hawaii and with Wells Fargo Financial Advisors. Accounts at the banks are secured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Uninsured cash balances are approximately \$537,000 in the checking and savings accounts at December 31, 2019. To date, the Association has not experienced any losses in these accounts and believes it is not exposed to any significant credit risk related to its cash and cash equivalents. The Association has invested \$5,465,000 (89% of reserve funds) in long term certificates of deposit (CDs) through Wells Fargo Advisors. The market value of the CDs as of December 31, 2019 was approximately \$5,535,000. The Association has been holding the CDs to maturity.

The President of Hawaiian Properties, the fiscal managing agent of the Association, is also a director of the Association. In 2019 the managing agent received approximately \$174,000 as management fee and administrative charges. Atlas Insurance Agency, an affiliate of National Mortgage, the parent company of Hawaiian Properties, received insurance premiums of nearly \$586,000 in the year ended December 31, 2019. As of December 31, 2019 and 2018, the Association owed Hawaiian Properties nearly \$6,000 and \$9,000 for administration costs.

The maintenance and janitorial staff working at the building are employees of an outside company which received about 14% of the total disbursements in 2019.

8. Subsequent Events

In March 2020, the World Health Organization declared the outbreak of the Coronavirus (COVID-19) pandemic. As a result of the pandemic, the economy has taken a downward turn that directly impacts the Association's financial position and the results of operations over the next twelve months. Management has evaluated the impact of COVID-19 on the Association's financial position and does not believe that there is a significant impact at this time.

In January 2020, the Association wrote off nearly \$1,993,000 owed by Anekona Islander and Anekona Ilikai Retail, the prior owner of certain hotel and commercial apartments that were taken over by i-Star.

SUPPLEMENTARY INFORMATION

SCHEDULES OF OTHER RECEIPTS AND MAJOR REPLACEMENTS & REPAIRS
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
years ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
	<u>TOTAL</u>	<u>(memo only)</u>
Other receipts		<u>TOTAL</u>
Late fees	\$ 6,451	\$ 6,500
Insurance claims (net of payments \$57,768)	134,617	-
Rentals	27,973	88,355
SFI settlement	432,651	-
Utilities reimbursements:		
Cable	589,540	559,847
Electricity	1,718,492	1,540,149
Miscellaneous	<u>47,542</u>	<u>25,212</u>
total	<u>\$ 2,957,266</u>	<u>\$ 2,220,063</u>
Major replacements and repairs		
Bridge repair	\$ 3,895	\$ -
Carpeting	78,669	650,521
Consulting	22,048	73,265
Courtyard tiling	64,950	64,950
Custodial equipment	17,387	-
Doors, windows & signage	226,042	1,999
Elevators and escalators	-	98,239
Fire alarms/sprinklers	-	39,280
Fire pump	117,881	-
Door jambs and slabs painting	113,500	-
Lighting	-	1,359
Loading dock	86,829	-
Lobby furniture	4,536	-
Painting	-	42,080
Parking	9,300	14,400
Plumbing	44,549	42,520
Pool renovations	-	104,760
Signage	-	30,157
Spalling & waterproofing	69,833	13,164
Wallcovering	33,770	264,898
Others	<u>16,596</u>	<u>18,888</u>
total	<u>\$ 909,785</u>	<u>\$ 1,460,480</u>

See accountant's report on supplementary information

SCHEDULES OF OPERATING FUND DISBURSEMENTS
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
years ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
	<u>TOTAL</u>	<u>(memo only)</u>
	<u>TOTAL</u>	<u>TOTAL</u>
Utilities:		
Cable TV and internet	\$ 553,764	\$ 560,125
Electricity	2,368,304	2,221,326
Gas	301,135	280,379
Refuse	175,334	163,110
Sewer	922,639	921,768
Telephone and communications	17,855	17,440
Water	311,530	311,898
total	<u>\$ 4,650,561</u>	<u>\$ 4,476,046</u>
Maintenance and repair:		
Building and miscellaneous	\$ 61,232	\$ 72,705
Elevator	111,569	114,090
Extermination	77,131	77,855
Fire safety	42,942	44,808
Grounds & lobby plants	24,396	20,125
Pool/fountain	182,911	163,771
Sub-metering	50,170	50,170
Supplies - building and tools	87,931	112,727
total	<u>\$ 638,282</u>	<u>\$ 656,251</u>
Wages and benefits:		
Payroll - manager	\$ 152,693	\$ 163,940
Payroll - office	46,813	45,424
Lodging	23,955	-
Payroll taxes	16,175	15,714
Payroll insurance	24,084	36,276
total	<u>\$ 263,720</u>	<u>\$ 261,354</u>

See accountant's report on supplementary information

**SUPPLEMENTARY INFORMATION ON FUTURE MAJOR REPAIRS
AND REPLACEMENTS (UNAUDITED)**
ASSOCIATION OF OWNERS OF ILIKAI APARTMENT BUILDING
December 31, 2019

<u>Components</u>	<u>Estimated Remaining Useful life</u>	<u>Estimated Future Replacement Costs</u>	<u>Recommended Funding Next Year</u>	<u>Components of Fund Balance at 12/31/19</u>
Spare parts-on hand inventory	0	\$ 35,000	\$ -	\$ 35,000
Capital Reserve				
Ala Moana driveway	19	346,721	5,748	-
Buss duct repair (3)	1	68,711	948	65,119
Canoes restroom renovation	11	155,422	4,728	-
Courtyard-deck, water features, furniture	18	571,341	15,024	162,759
Distribution breaker (2)	19	157,438	2,604	-
Domestic water pumps & water supply to boiler room	0-10	482,849	6,168	300,000
Drainage-low parking garage	5	476,963	3,516	396,000
Dry stand pipe	20	260,562	4,068	-
Dryer stack system-refurbish			-	
Electrical-meters, breakers, panels, substations	1-5	1,746,826	14,820	1,486,250
Elevators	5-12	2,310,794	76,488	10,000
Emergency generator	13	323,402	8,208	-
Entry water features-pumps/filters, rebuild	10	92,888	3,132	-
Escalator, escalator spalling	2-17	110,111	3,072	41,600
Exhaust fans	11-24	260,342	6,168	56,000
Fire pump (electric), fire system panel	12-24	302,514	5,340	-
Hallway-carpet, baseboard, lighting (LED)	8-15	1,256,490	45,264	-
Heat exchanger-high, low, mid zones	16	226,509	4,572	-
Hot water circulation pumps, hot water system	0-5	564,040	5,640	449,500
Hot water boiler & tanks	0-1	972,300	6,240	949,750
Landscape upgrade, landscape lighting	9-23	473,893	12,888	-
Loading dock spall repairs	9	537,792	20,328	-
Lobby-sprinkler system, furniture, renovation	1-31	1,152,756	30,492	167,714
Mailboxes-replacement	30	163,023	1,572	-
Marina frontage planters	20	148,595	2,316	-
Pool	12-38	1,929,023	44,076	16,714
Port de cochere-repairs	1	153,000	2,880	142,857
Roofing-re-roof/gutters	16	480,475	9,672	-
Security system	6-12	285,829	14,400	-
Signage	7	11,487	564	-
Sprinkler system-valve installation	24	128,675	1,620	-
Storm drains-roof	-	230,000	-	230,000
Submeter system	18	571,298	10,068	-
Sump pumps-lower parking	2	20,808	372	18,182
Surge tank	0	20,000	-	20,000
Valve replacement-high, mid, low zones	0	90,000	-	90,000
Maintenance Reserve				
Elevators	0-2	135,606	576	132,000
Exterior-paint, spall, waterproofing	1	1,326,000	55,296	1,155,555
Hallway wallpaper installation	8	351,498	15,060	-
Plumbing	6-10	16,244,555	214,944	75,000
Sarento's roof turret mechanical room	7	22,972	1,128	-
Difference between actual and projected		-	-	117,448
Total		\$ 35,198,508	\$ 660,000	\$ 6,117,448

Ilikai Apartment Building

Articles of Incorporation



HAWAIIAN PROPERTIES, LTD.

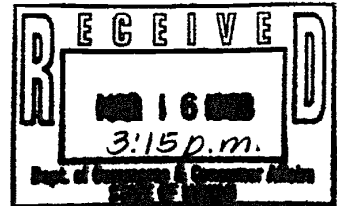
Building Relationships that Last.

In the Matter of the Incorporation)
of the)
OWNERS OF ILIKAI APARTMENT BUILDING, INC.)
_____)

ARTICLES OF INCORPORATION

of the

OWNERS OF ILIKAI APARTMENT BUILDING, INC.



LOVE YAMAMOTO & MOTOOKA
Attorneys at Law
A Law Corporation

MILTON M. MOTOOKA, ESQ.
STACY R. MIYATAKE, ESQ.
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813

Attorneys for the
OWNERS OF ILIKAI APARTMENT BUILDING, INC.

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

STATE OF HAWAII

In the Matter of the Incorporation)
)
 of the)
)
 OWNERS OF ILIKAI APARTMENT BUILDING, INC.)
 _____)

ARTICLES OF INCORPORATION
(Section 415B-34, Hawaii Revised Statutes)

of the
OWNERS OF ILIKAI APARTMENT BUILDING, INC.

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

I.

NAME

The name of the corporation shall be: OWNERS OF ILIKAI APARTMENT BUILDING, INC.

II.

OFFICES

The street address of the corporation's initial office is: 1777 Ala Moana Boulevard, #212, Honolulu, HI 96815. The Corporation may have such other offices within and without the State of Hawaii as the Board of Directors may designate.

III.

PERIOD OF DURATION

The period of its duration is perpetual.

IV.

PURPOSES AND POWERS

The Corporation is organized for the following specific purposes and powers:

(a) To: (i) operate and manage the condominium project known as "Ilikai Apartment Building" located in Honolulu, Hawaii; and (ii) transact any other lawful activities for nonprofit corporations permitted by law, all in compliance with Chapter 514A, Hawaii Revised Statutes, the Declaration, the By-Laws, and all other documents governing the project and its operation or management; and

(b) To exercise all of the powers, rights, privileges and immunities conferred by law on nonprofit corporations.

V.

BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed by a Board of Directors, which shall consist of up to nine (9) members, whose qualifications shall be as stated in the By-Laws. At least one (1) member of the Board of Directors shall be a resident of the State of Hawaii. The members of the Board of Directors shall be elected or appointed at such times, in such manner, and for such terms as may be prescribed by the By-Laws.

The following nine (9) persons shall act as the initial Directors of the Corporation until their successors are elected or appointed and qualified as provided for in the By-Laws:

<u>Name and Office</u>	<u>Residence Address</u>
Stuart T. K. Ho	1650 Kalani Iki Street Honolulu, Hawaii 96821
Kenneth L. Spence	1777 Ala Moana Blvd., Apt. 226 Honolulu, Hawaii 96815
LaVonne West	1777 Ala Moana Blvd., Apt. 1310 Honolulu, Hawaii 96815
James F. Dolim	1777 Ala Moana Blvd., Apt. 609 Honolulu, Hawaii 96815
Keith Horowitz	1250 Pihana Street Honolulu, Hawaii 96825
Kazuo Imai	1777 Ala Moana Blvd., Apt. 1654 Honolulu, Hawaii 96815

William H. Lawrence	1434 Punahou St., Apt. 600 Honolulu, Hawaii 96822
Ken Cornwell	2211 Ala Wai Blvd., Apt. 2403 Honolulu, Hawaii 96815
William C. Moore	1777 Ala Moana Blvd., Apt. 1940 Honolulu, Hawaii 96815

VI.

OFFICERS

The Officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer. The Board may appoint such other officers as it deems necessary. The Officers shall be elected or appointed at such times, in such manner, and for such terms as may be prescribed by the By-Laws.

The following persons shall act as the initial Officers of the Corporation until their successors are elected or appointed and qualified as provided in the By-Laws:

<u>Office</u>	<u>Name</u>	<u>Residence Address</u>
President	Stuart T. K. Ho	1650 Kalani Iki Street Honolulu, Hawaii 96821
Vice-President	Kenneth L. Spence	1777 Ala Moana Blvd., Apt. 226 Honolulu, Hawaii 96815
Secretary	LaVonne West	1777 Ala Moana Blvd., Apt. 1310 Honolulu, Hawaii 96815
Treasurer	James F. Dolim	1777 Ala Moana Blvd., Apt. 609 Honolulu, Hawaii 96815

VII.

MEMBERS

The corporation has Members. Their number and qualifications; their property, voting and other rights and privileges; and their liabilities for dues and assessments and the method of collection of those charges shall be as stated in Hawaii Revised Statutes Chapter 514A, the Declaration, the By-Laws and related documents.

VIII.

NONPROFIT CORPORATION

This Corporation shall be a nonprofit corporation within the meaning of Chapter 415B of the Hawaii Revised Statutes. The Corporation will not authorize nor issue any

stock. No dividends shall be paid and no part of its assets, income or earnings shall be distributed to any Director, Officer, Member or employee, except that reasonable compensation may be paid for services rendered to the Corporation. No Director, Officer, Member or employee of the Corporation, shall be entitled to share in the distribution of any of the Corporation's assets on dissolution of the Corporation, except to the extent permitted by law.

IX.

BY-LAWS

The initial By-Laws of the Corporation shall be the existing First Restatement Of The By-Laws Of The Association Of Apartment Owners Of Ilikai Apartment Building, as amended, which shall be adopted by the Board of Directors. The By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, subject to repeal or change by the Members, as prescribed in the By-Laws and Chapter 514A, Hawaii Revised Statutes.

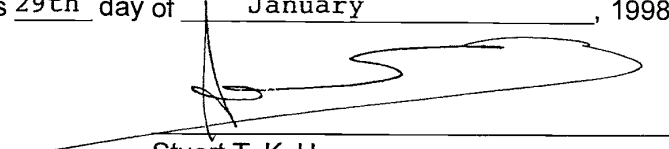
X.

LIABILITIES

All of the property of the Corporation shall be liable for the debts of the Corporation. The members, directors, officers and employees of the Corporation shall not be liable personally for the Corporation's obligations, except to the extent they are subject to assessment under Chapter 514A, Hawaii Revised Statutes, the Declaration, and the By-Laws. In accordance with Section 415B-158.5, Hawaii Revised Statutes, the members of the Board shall not be liable to the Apartment Owners for any mistake of judgment or otherwise except for their own gross negligence or willful misconduct.

We certify, under the penalties of Section 415B-158 of the Hawaii Revised Statutes, that we have read the above statements and that they are true and correct.

Witness our hands this 29th day of January, 1998.


Stuart T. K. Ho


LaVonne West

Incorporators

Ilikai Apartment Building

Budgets



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.



HAWAIIAN PROPERTIES, LTD.

Property Management and Sales

1165 Bethel Street, 2nd Floor Tel (808) 539-9777
Honolulu, Hawaii 96813 Fax (808) 521-2714
Mailing Address:
P.O. Box 38078
Honolulu, HI 96837-1078



December 2020

Dear Association of Apartment Owners (AOAO) Ilikai Apartment Building Inc.

Subject: 2021 AOAO Ilikai Apartment Building Inc. Operating Budget and Reserve Analysis

Enclosed please find the 2021 Operating Budget and Reserve Analysis for AOAO Ilikai Apartment Building Inc., effective on January 1, 2021, approved by your Association's Board of Directors. The Operating Budget format provides a comparison between the 2020 year's budget versus actual expenses, and the amount budgeted for the upcoming 2021 year.

For 2021 there will be **no increase** in maintenance fees. See enclosed maintenance fee schedule. Reserve Fund Major Capital Element Items scheduled for replacement or upgrade in 2021 include: (1) Hot water system repair/replacement (2) Pool and courtyard furnishings (3) Valve replacement. Please see enclosed Reserve Analysis for a complete list of projects.

As a reminder, it is **mandatory** that owners maintain Homeowners insurance. **The current deductible on the Association's policy is \$25,000.00. In the event you do not procure Homeowner's insurance the Association may purchase coverage on your behalf, at your expense.** If you have any questions regarding the proper insurance coverage for your unit, please contact the AOAO's insurance agent Elaine Panlilio at (808) 533-8766.

Your payments are due and payable on the first day of each month. Your Association allows a grace period of 10 days and, if your payment is not received by the 10th of each month, we are required to assess a \$25.00 late fee.

If you are not already using our Surepay system for automatic payments, you might want to consider it now. The enclosed application must be returned to Hawaiian Properties, Ltd., prior to December 20, 2020 to ensure that your January 2021 payment is made on time. For those of you on our Surepay Plan no action is required and the correct amounts will be withdrawn automatically.

Sincerely,

FOR THE BOARD OF DIRECTORS
AOAO ILIKAI APARTMENT BUILDING INC.

Jeff Dickinson
Property Manager
Enclosures

Hawaiian Properties, Ltd
Monthly Budget Analysis

ILIKAI APARTMENT BUILDING

Period: 01/01/21 - 12/31/21

	2020 Approved Monthly	2019 Monthly Average	2021 Proposed Budget	2021 Approved Monthly	2021 Approved Annual
RECEIPTS					
OPERATING RECEIPTS					
4100 Maintenance Fees	612,424	612,000	612,424	612,424	7,349,088
4125 Electricity Reimbursement	130,878	143,093	140,000	140,000	1,680,000
4900 Miscellaneous Income	1,900	1,583	1,500	1,500	18,000
4140 Late Fees	0	538	0	0	0
4250 Interest Income	9,000	10,962	10,000	10,000	120,000
4124 Recycling Income	500	628	600	600	7,200
4510 Cable/Wi-fi Receipts	50,978	49,118	51,083	51,083	612,993
TOTAL OPERATING RECEIPTS	805,680	817,922	815,607	815,607	9,787,281
TOTAL RECEIPTS	805,679	817,922	815,607	815,607	9,787,281

DISBURSEMENTS

UTILITIES

5110 Electricity	190,080	197,359	200,000	200,000	2,400,000
5115 Gas	24,298	25,095	26,349	26,349	316,192
5120 Water	27,171	25,961	27,259	27,259	327,107
5121 Sewer	80,554	76,887	80,731	80,731	968,771
5126 Telephone	1,450	1,488	1,500	1,500	18,000
5510 Cable TV, Wi-Fi	50,978	49,118	51,083	51,083	612,993
TOTAL UTILITIES	374,530	375,907	386,922	386,922	4,643,063

CONTRACTS

5125 Contract - Refuse	14,107	14,611	15,050	15,050	180,594
5128 Contract - Parking Expense	1,500	1,500	1,500	1,500	18,000
5211 Contract - Elevator	8,100	7,714	8,100	8,100	97,196
5215 Contract - Pest Control	6,750	6,428	6,500	6,500	78,000
5131 Contract - Fire System	1,575	1,605	1,605	1,605	19,260
5140 Contract - Security	69,147	58,187	69,225	69,225	830,699
5214 Contract - Tree Trimming	733	733	733	733	8,796
5132 Contract - Janitorial	57,416	53,470	57,416	57,416	641,640
5216 Contract - Sub Metering	4,180	4,181	4,181	4,181	50,172
5226 Contract - Generator	0	0	192	192	2,304
5218 Contract - Gas Boilers	1,050	1,056	1,060	1,060	12,720
5219 Contract - Lobby Scent	175	175	175	175	2,100
5237 Contract - Pool Filter, Ecolab	1,702	1,675	1,700	1,700	20,400
5239 Contract - Pool Towels	12,000	11,437	11,500	11,500	138,000
5221 Contract - Air Conditioning Mainten	500	596	600	600	7,200
5130 Contract - Lobby Plants	830	890	900	900	10,800
5222 Contract - Purchasing Hui	40	18	20	20	240
5212 Contract - Maintenance	70,892	62,992	70,892	70,892	850,704
TOTAL CONTRACTS	250,696	227,268	251,348	251,348	2,968,825

REPAIRS & MAINTENANCE

5202 R&M - Building	600	107	500	500	6,000
5203 R&M - Electrical	100	72	100	100	1,200
5208 R&M - Grounds	250	462	465	465	5,580
5198 R&M - Plumbing	1,800	1,367	1,500	1,500	18,000
5224 R&M - Fire System	2,000	1,975	2,000	2,000	24,000
5210 R&M - Equipment	750	1,518	1,500	1,500	18,000
5229 R&M - Elevator	1,800	2,343	2,300	2,300	27,600
5238 R&M - Pool Supplies	2,200	2,131	2,200	2,200	26,400
5240 Supplies - Painting	1,200	992	1,000	1,000	12,000
5245 Supplies - Building	2,100	1,790	1,800	1,800	21,600
5247 Supplies - Electrical & Lighting	750	500	500	500	6,000
5301 Supplies - Custodial	4,500	4,047	4,500	4,500	54,000
TOTAL REPAIRS & MAINTENANCE	18,050	17,301	18,365	18,365	220,380

PAYROLL

Hawaiian Properties, Ltd
Monthly Budget Analysis

ILIKAI APARTMENT BUILDING

Period: 01/01/21 - 12/31/21

		2020 Approved Monthly	2019 Monthly Average	2021 Proposed Budget	2021 Approved Monthly	2021 Approved Annual
5402	Payroll - General Manager	15,791	15,334	15,794	15,794	189,524
5406	Payroll - Administrative	3,861	3,748	3,861	3,861	46,332
5410	Insurance - Medical	1,244	1,186	1,245	1,245	14,944
5411	Insurance - Work Comp.	617	485	500	500	6,000
5412	Insurance - TDI	60	58	60	60	720
5426	Taxes - Payroll	1,547	1,348	1,400	1,400	16,800
TOTAL PAYROLL		23,120	22,159	22,860	22,860	274,320
ADMINISTRATION						
5308	Administrative Expense	6,600	7,250	7,250	7,250	87,000
5309	Administrative - Site Office Exp	2,200	2,366	2,370	2,370	28,440
5401	Property Management Fee	6,581	6,581	6,581	6,581	78,972
5513	Board/Annual Meeting Expense	1,200	1,000	1,000	1,000	12,000
5515	Unit C-106 Security Office, MF	4,144	4,144	4,144	4,144	49,728
5516	Unit C-206 Management Office, MF	4,144	4,144	4,144	4,144	49,728
5517	Unit C-106, C-206 Property Tax	320	484	500	500	6,000
5519	Biennial Condo Registration	0	0	907	907	10,884
5480	Entertainment & Décor	7,775	7,811	3,905	3,905	46,866
TOTAL ADMINISTRATION		32,568	33,780	30,801	30,801	369,618
INSURANCE						
5413	Insurance - Package	43,618	37,261	39,124	39,124	622,233
5445	Insurance - Flood	0	0	14,175	14,175	170,105
5424	Insurance - HO-6 - Reimbursable	0	0	0	0	0
TOTAL INSURANCE		43,618	37,261	53,299	53,299	792,338
PROFESSIONAL FEES						
5415	Accounting & Auditing	1,047	1,000	1,000	1,000	12,000
5417	Legal Fees - Association	3,500	12,639	5,000	5,000	60,000
5418	Legal Fees - Collections	200	523	500	500	6,000
5511	Professional Fees	400	517	550	550	6,600
TOTAL PROFESSIONAL FEES		5,147	14,678	7,050	7,050	84,600
TAXES, PERMITS, OTHER						
5425	General Excise Tax	400	442	400	400	4,800
5429	Federal & State Income Taxes	2,500	3,175	2,000	2,000	24,000
5910	Miscellaneous Expense	50	10	50	50	600
TOTAL TAXES, PERMITS, OTHER		2,950	3,627	2,450	2,450	29,400
TOTAL OPERATING DISBURSEMENTS		750,679	731,981	773,096	773,096	9,382,544
NET OPERATIONS		55,000	85,941	42,511	42,511	510,134
CAPITAL EXPENSES						
5995	Scheduled Capital Reserve Projects	124,750	106,158	124,750	124,750	1,497,000
TOTAL CAPITAL EXPENSES		124,750	106,158	114,336	114,336	1,497,000
TOTAL DISBURSEMENTS		875,429	838,139	897,846	897,846	10,879,544
NET INCOME/LOSS		(69,750)	(20,217)	(82,239)	(82,239)	(986,866)
RESERVE TRANSACTIONS						
5850	Transfer to Reserves	55,000	50,000	42,511	42,511	510,134
5851	Transfer from Reserves	(124,750)	(106,158)	(124,750)	(124,750)	(1,497,000)
TOTAL RESERVE TRANSACTIONS		(69,750)	(56,158)	(82,239)	(82,239)	(986,866)

Hawaiian Properties, Ltd
Maintenance Fee Schedule

Property: **Ilikai Apartment Building, Inc.**
 Property #: **804**
 Period: **01/01/21 - 12/31/21**

Units	# of Units	PCI	Total PCI	2020 MF per Unit	2021 MF per Unit	2021 Total MF	\$ Incr/Decr	% Incr/Decr	2021 Cable/WiFi	2021 Total
One Bedroom	874	0.075188	65,714312	\$ 460.47	\$ 460.47	\$ 402,450.78	-	0.00%	\$ 48.55	\$ 509.02
Two Bedroom	159	0.150376	23,909784	\$ 920.94	\$ 920.94	\$ 146,429.46	-	0.00%	\$ 48.55	\$ 969.49
2601	1	0.225564	0.225564	\$ 1,381.41	\$ 1,381.41	\$ 1,381.41	-	0.00%	\$ 48.55	\$ 1,429.96
2602	1	0.187970	0.187970	\$ 1,151.17	\$ 1,151.17	\$ 1,151.17	-	0.00%	\$ 48.55	\$ 1,199.72
2603-2605	3	0.187970	0.563910	\$ 1,151.17	\$ 1,151.17	\$ 3,453.51	-	0.00%	\$ 48.55	\$ 1,199.72
2606-2611	6	0.150376	0.902256	\$ 920.94	\$ 920.94	\$ 5,525.64	-	0.00%	\$ 48.55	\$ 969.49
2612-2613	2	0.187970	0.375940	\$ 1,151.17	\$ 1,151.17	\$ 2,302.34	-	0.00%	\$ 48.55	\$ 1,199.72
2240	1	0.037594	0.037594	\$ 230.23	\$ 230.23	\$ 230.23	-	0.00%	\$ 48.55	\$ 278.78
201, 211, 2238	3	0.112782	0.338346	\$ 690.70	\$ 690.70	\$ 2,072.10	-	0.00%	\$ 48.55	\$ 739.25
Storage Areas	1	0.075188	0.075188	\$ 460.47	\$ 460.47	\$ 460.47	-	0.00%	-	-
Laundry Areas	1	0.075188	0.075188	\$ 460.47	\$ 460.47	\$ 460.47	-	0.00%	-	-
Skyroom	1	0.601504	0.601504	\$ 3,683.75	\$ 3,683.75	\$ 3,683.75	-	0.00%	-	-
Garage Area 1	1	1.353383	1.353383	\$ 8,288.44	\$ 8,288.44	\$ 8,288.44	-	0.00%	-	-
Commercial Area 50	1	0.375940	0.375940	\$ 2,302.35	\$ 2,302.35	\$ 2,302.35	-	0.00%	-	-
C 101	1	0.977444	0.977444	\$ 5,986.10	\$ 5,986.10	\$ 5,986.10	-	0.00%	-	-
C 102	1	0.977444	0.977444	\$ 5,986.10	\$ 5,986.10	\$ 5,986.10	-	0.00%	-	-
C 103	1	1.578947	1.578947	\$ 9,669.85	\$ 9,669.85	\$ 9,669.85	-	0.00%	-	-
C 105	1	0.375940	0.375940	\$ 2,302.35	\$ 2,302.35	\$ 2,302.35	-	0.00%	-	-
C106	1	0.676692	0.676692	\$ 4,144.22	\$ 4,144.22	\$ 4,144.22	-	0.00%	-	-
C 206	1	0.676692	0.676692	\$ 4,144.22	\$ 4,144.22	\$ 4,144.22	-	0.00%	-	-
	1061		100.00			\$ 612,424.96				

Prior Maintenance Fee: 612,424.14
 New Maintenance Fee: 612,424.14
 Incr/Decr \$ (0.00)
 Incr/Decr % 0.00%



RESERVE ANALYSIS REPORT

The Ilikai

Honolulu, HI

Fiscal Year Start Date: Jan 01, 2021

Date Prepared: Oct 22, 2020

Barrera and Company, Inc.

600 B Street, Suite 300, San Diego, CA, 92101

info@barreraco.com | 800-543-8670 | www.barreraco.com



POWERED BY

SmartProperty

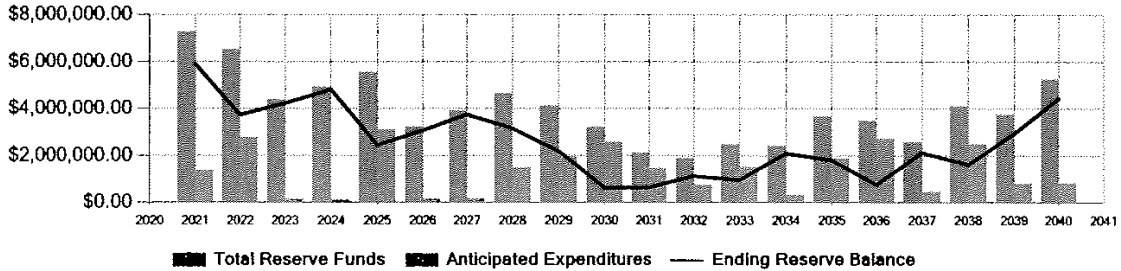
10 Year Target Funding

Target - 1% Funded in 10 Years

The Ilikal

Units: 1,061 | Start Date: 1/1/2021

This plan represents a first-year reserve contribution of \$505,200 or \$39.68 monthly per unit and is calculated to achieve the target funding goal of 1% in 10 years. Upon meeting the designated target, the funding will adjust to maintain this percentage for the remaining years. Assumptions used in this model include a component inflation factor of 2% per year, annual average interest rate of 1.5% per year and a varied annual contribution rate calculated to meet target requirements.

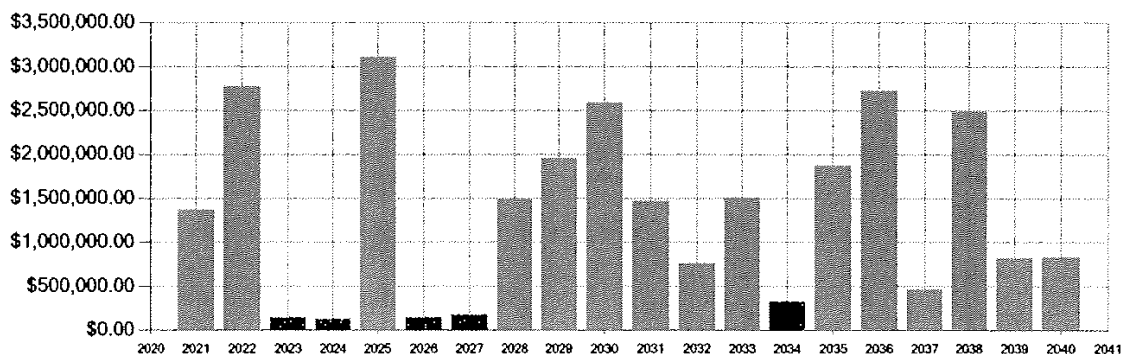


Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Starting Reserve Balance	Interest Earned	Total Reserve Funds	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
2021	\$505,200	\$39.68	\$6,666,199	\$93,492	\$7,264,891	\$1,372,027	\$5,892,863	\$46,777,230	13%
2022	\$545,616	\$42.85	\$5,892,863	\$71,658	\$6,510,138	\$2,776,900	\$3,733,237	\$46,772,124	8%
2023	\$589,265	\$46.28	\$3,733,237	\$59,297	\$4,381,799	\$149,505	\$4,232,294	\$49,484,694	9%
2024	\$636,407	\$49.98	\$4,232,294	\$67,277	\$4,935,977	\$130,741	\$4,805,236	\$52,309,249	9%
2025	\$687,319	\$53.98	\$4,805,236	\$53,900	\$5,546,456	\$3,111,062	\$2,435,394	\$52,189,732	5%
2026	\$742,305	\$58.30	\$2,435,394	\$40,962	\$3,218,661	\$151,480	\$3,067,181	\$55,126,749	6%
2027	\$801,689	\$62.97	\$3,067,181	\$50,689	\$3,919,559	\$177,559	\$3,741,999	\$58,136,860	6%
2028	\$865,824	\$68.00	\$3,741,999	\$51,409	\$4,659,232	\$1,495,304	\$3,163,928	\$59,904,848	5%
2029	\$935,090	\$73.44	\$3,163,928	\$39,787	\$4,138,805	\$1,958,077	\$2,180,728	\$61,278,776	4%
2030	\$1,009,897	\$79.32	\$2,180,728	\$20,868	\$3,211,493	\$2,588,960	\$622,533	\$62,080,143	1%
2031	\$1,479,900	\$116.23	\$622,533	\$9,405	\$2,111,837	\$1,471,012	\$640,826	\$64,082,176	1%
2032	\$1,230,150	\$96.62	\$640,826	\$13,145	\$1,884,120	\$759,161	\$1,124,960	\$66,895,554	2%
2033	\$1,328,562	\$104.35	\$1,124,960	\$15,513	\$2,469,034	\$1,510,096	\$958,939	\$69,045,369	1%
2034	\$1,434,847	\$112.70	\$958,939	\$22,687	\$2,416,473	\$327,800	\$2,088,673	\$72,491,165	3%
2035	\$1,549,635	\$121.71	\$2,088,673	\$28,883	\$3,667,191	\$1,875,903	\$1,791,288	\$74,474,796	2%
2036	\$1,673,605	\$131.45	\$1,791,288	\$18,968	\$3,483,862	\$2,727,052	\$756,809	\$75,678,873	1%
2037	\$1,807,494	\$141.96	\$756,809	\$21,438	\$2,585,741	\$462,766	\$2,122,975	\$79,266,527	3%
2038	\$1,952,093	\$153.32	\$2,122,975	\$27,834	\$4,102,902	\$2,486,901	\$1,616,000	\$80,912,237	2%
2039	\$2,108,261	\$165.59	\$1,616,000	\$33,873	\$3,758,135	\$823,829	\$2,934,306	\$84,339,137	3%
2040	\$2,276,922	\$178.83	\$2,934,306	\$54,858	\$5,266,085	\$831,195	\$4,434,890	\$87,880,039	5%

Additional Funds To Reserves: \$0.00

Anticipated Expenditures (20 Years)

Units: 1,061 | Start Date: 1/1/2021



Component	Location	GL Code	Project Number	Category	Current Replacement Cost	Anticipated Expenditures
2021						
Backflow Valve - Replace				Mechanical Equipment	\$10,927	\$10,927
Domestic Water Supply to Boiler Room				Plumbing	\$306,000	\$306,000
Elevators - Cab Refurbish - 5 Guest				Elevators	\$50,000	\$50,000
Fire System - Stand Pipe - Repair Allowance				Fire Systems	\$2,000	\$2,000
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,500
Hot Water Tank & Pumps - High Zone				Mechanical Equipment	\$204,000	\$204,000
Hot Water Tank & Pumps - Low Zone				Mechanical Equipment	\$204,000	\$204,000
Hot Water Tank & Pumps - Mid Zone				Mechanical Equipment	\$204,000	\$204,000
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$76,500
Pool & Courtyard - Furnishings				Pool	\$163,200	\$163,200
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$35,700
Surge Tank				Mechanical Equipment	\$20,400	\$20,400
Valve Replacements - High Zone/Mid Zone				Mechanical Equipment	\$61,200	\$61,200
Valve Replacements - Low Zone				Mechanical Equipment	\$30,600	\$30,600
					Total for 2021:	\$1,372,027
2022						
Electric - Buss Duct Repairs				Electrical	\$68,711	\$70,086
Electric Meter Repair				Electrical	\$306,000	\$312,120
Elevator Lobby Landing - Renovation				Miscellaneous	\$150,000	\$153,000
Elevators - Cab Refurbish - Garage/ ADA				Elevators	\$10,000	\$10,200
Elevators - Cab Refurbish - 2 Service - 1 Bathers				Elevators	\$30,000	\$30,600
Escalator				Miscellaneous	\$53,040	\$54,101
Exterior Paint & Spall Repair				Painting & Repairs	\$1,326,000	\$1,352,520
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,570
Hot Water Boiler - Overflow				Mechanical Equipment	\$66,300	\$67,626

Anticipated Expenditures (20 Years)

The Ilikai
Units: 1,061 | Start Date: 1/1/2021

Component	Location	GL Code	Project Number	Category	Current Replacement Cost	Anticipated Expenditures
Tanks						
Hot Water Boiler-Replace				Mechanical Equipment	\$306,000	\$312,120
Lobby - Furnishings				Common Interior	\$137,700	\$140,454
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$78,030
Port De Cochere - Repairs				Miscellaneous	\$153,000	\$156,060
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$36,414
					Total for 2022:	\$2,776,900
2023						
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,641
Misc. Railings - Replacement allowance				Fencing Gates & Rails	\$20,000	\$20,808
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$79,591
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$37,142
Sump Pumps - Lower Garage				Mechanical Equipment	\$8,000	\$8,323
					Total for 2023:	\$149,505
2024						
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,714
Main Pool - Pump/Motor				Pool	\$5,000	\$5,306
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$81,182
Second Floor Pool - Pump/Motor				Pool	\$2,500	\$2,653
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$37,885
					Total for 2024:	\$130,741
2025						
A/C Split System Elevator Room				Mechanical Equipment	\$15,300	\$16,561
Courtyard Water Feature - Pumps				Mechanical Equipment	\$7,500	\$8,118
Drainage System - Low Parking Garage				Plumbing	\$440,640	\$476,963
Electrical Breakers 300amp				Electrical	\$234,600	\$253,939
Electrical Panels				Electrical	\$459,000	\$496,836
Electrical Substations & Transformers				Electrical	\$765,000	\$828,061
Fresh Air Exhaust Fans				Mechanical Equipment	\$71,400	\$77,286
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,789
Hot Water System - Replace				Mechanical Equipment	\$510,000	\$552,040
Lobby - Renovation				Common Interior	\$255,000	\$276,020
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$82,806
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$38,643
					Total for 2025:	\$3,111,062
2026						
Fire System - Stand Pipe - Repair Allowance				Fire Systems	\$2,000	\$2,208
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,864

Anticipated Expenditures (20 Years)

The Ilikai
Units: 1,061 | Start Date: 1/1/2021

Component	Location	GL Code	Project Number	Category	Current Replacement Cost	Anticipated Expenditures
Main Pool - Heater				Pool	\$13,000	\$14,353
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$84,462
Second Floor Pool - Heater				Pool	\$6,500	\$7,177
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$39,416
					Total for 2026:	\$151,480
2027						
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$3,942
Main Pool - Filter				Pool	\$7,868	\$8,860
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$86,151
Sarento's Roof Turret Mech Room- Rust Abatement/Paint				Painting & Repairs	\$20,400	\$22,974
Second Floor Pool - Filter				Pool	\$3,500	\$3,942
Sign - Property Monument & Building				Miscellaneous	\$10,200	\$11,487
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$40,204
					Total for 2027:	\$177,559
2028						
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,020
Hallway Carpet & Baseboards				Common Interior	\$742,352	\$852,729
Hallway Wallpaper				Common Interior	\$306,000	\$351,498
Lobby - Furnishings				Common Interior	\$137,700	\$158,174
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$87,874
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$41,008
					Total for 2028:	\$1,495,304
2029						
Exterior Paint & Spall Repair				Painting & Repairs	\$1,326,000	\$1,553,620
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,101
Landscape - Upgrades				Landscaping	\$229,500	\$268,896
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$89,632
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$41,828
					Total for 2029:	\$1,958,077
2030						
Courtyard Water Feature - Renovation				Miscellaneous	\$76,500	\$91,425
Domestic Water Pumps & Controllers				Mechanical Equipment	\$151,626	\$181,207
Elevators - Upgrade Systems - 5				Elevators	\$1,734,000	\$2,072,291
Guest - 2 Service - 1 Bathers						
Entry Water Feature - Filters				Mechanical Equipment	\$6,000	\$7,171
Entry Water Feature - Pumps				Mechanical Equipment	\$6,000	\$7,171
Entry Water Feature - Renovation				Miscellaneous	\$76,500	\$91,425
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,183
Plumbing Investigation -				Plumbing	\$76,500	\$91,425

Anticipated Expenditures (20 Years)

The Ilikai
Units: 1,061 | Start Date: 1/1/2021

Component	Location	GL Code	Project Number	Category	Current Replacement Cost	Anticipated Expenditures
Contingency						
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$42,665
					Total for 2030:	\$2,588,960
2031						
Backflow Valve - Repairs				Mechanical Equipment	\$9,023	\$10,999
Elevators - Cab Refurbish - 5 Guest				Elevators	\$50,000	\$60,950
Exhaust Fans				Mechanical Equipment	\$127,500	\$155,422
Fire System - Stand Pipe - Repair Allowance				Fire Systems	\$2,000	\$2,438
Fire System - Peripheral Equipment.				Fire Systems	\$405,779	\$494,643
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,266
Lobby Restrooms - Renovation				Common Interior	\$127,500	\$155,422
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$93,253
Pool & Courtyard - Furnishings				Pool	\$163,200	\$198,940
Security System				Security Systems	\$175,440	\$213,860
Security System- Cameras				Security Systems	\$25,500	\$31,084
Security System Phase 2				Security Systems	\$5,100	\$6,217
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$43,518
					Total for 2031:	\$1,471,012
2032						
Elevators - Cab Refurbish - Garage/ ADA				Elevators	\$10,000	\$12,434
Elevators - Cab Refurbish - 2 Service - 1 Bathers				Elevators	\$30,000	\$37,301
Elevators - Upgrade Systems - Parking/ADA				Elevators	\$178,500	\$221,942
Escalator				Miscellaneous	\$53,040	\$65,949
Fire System - Panel				Fire Systems	\$81,600	\$101,459
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,352
Main Pool - Pump/Motor				Pool	\$5,000	\$6,217
Main Pool - Tile				Pool	\$83,125	\$103,355
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$95,118
Second Floor Pool - Pump/Motor				Pool	\$2,500	\$3,108
Second Floor Pool - Tile				Pool	\$51,100	\$63,536
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$44,388
					Total for 2032:	\$759,161
2033						
Emergency Generator - Repair Allowance				Mechanical Equipment	\$35,000	\$44,388
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,439
Misc. Railings - Replacement allowance				Fencing Gates & Rails	\$20,000	\$25,365
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$97,020
Pool Area Renovation				Pools	\$1,020,000	\$1,293,607

Anticipated Expenditures (20 Years)

The Ilikai
Units: 1,061 | Start Date: 1/1/2021

Component	Location	GL Code	Project Number	Category	Current Replacement Cost	Anticipated Expenditures
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$45,276
					Total for 2033:	\$1,510,096
2034						
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,528
Lobby - Furnishings				Common Interior	\$137,700	\$178,130
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$98,961
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$46,182
					Total for 2034:	\$327,800
2035						
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,618
Hallway Lighting - LED Conversion				Lighting	\$306,000	\$403,761
Loading Dock Spall Repairs & Waterproofing				Miscellaneous	\$1,000,000	\$1,319,479
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$100,940
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$47,105
					Total for 2035:	\$1,875,903
2036						
Exhaust Fans - Hoods				Mechanical Equipment	\$25,500	\$34,320
Exterior Paint & Spall Repair				Painting & Repairs	\$1,326,000	\$1,784,621
Fire System - Stand Pipe - Repair Allowance				Fire Systems	\$2,000	\$2,692
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,711
Heat Exchanger - High Zone Hot Water				Mechanical Equipment	\$56,100	\$75,503
Heat Exchanger - Low Zone Hot Water				Mechanical Equipment	\$56,100	\$75,503
Heat Exchanger - Mid Zone Hot Water				Mechanical Equipment	\$56,100	\$75,503
Hot Water - Circulation Pump				Mechanical Equipment	\$12,240	\$16,473
Main Pool - Heater				Pool	\$13,000	\$17,496
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$102,959
Roofing & Gutters - Tower				Roofing	\$357,000	\$480,475
Second Floor Pool - Heater				Pool	\$6,500	\$8,748
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$48,047
					Total for 2036:	\$2,727,052
2037						
Elevator Lobby Landing - Renovation				Miscellaneous	\$150,000	\$205,918
Escalator Spalling Repairs				Miscellaneous	\$40,800	\$56,010
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,805
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$105,018
Sarento's Roof Turret Mech Room - Rust Abatement/Paint				Painting & Repairs	\$20,400	\$28,005
Sign - Property Monument &				Miscellaneous	\$10,200	\$14,002

Anticipated Expenditures (20 Years)

The Ilikai
Units: 1,061 | Start Date: 1/1/2021

Component	Location	GL Code	Project Number	Category	Current Replacement Cost	Anticipated Expenditures
Building						
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$49,008
					Total for 2037:	\$462,766
2038						
Courtyard Decking				Asphalt & Concrete Surfaces	\$204,000	\$285,649
Elevator - Sub Meter System				Electrical	\$408,000	\$571,298
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,901
Hallway Carpet & Baseboards				Common Interior	\$742,352	\$1,039,472
Hallway Wallpaper				Common Interior	\$306,000	\$428,474
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$107,118
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$49,989
					Total for 2038:	\$2,486,901
2039						
Ala Moana Driveway				Asphalt & Concrete Surfaces	\$121,380	\$173,361
Electric - Distribution Breakers				Electrical	\$110,231	\$157,438
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$4,999
Landscape - Upgrades				Landscaping	\$229,500	\$327,783
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$109,261
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$50,988
					Total for 2039:	\$823,829
2040						
A/C Spilt System Elevator Room				Mechanical Equipment	\$15,300	\$22,289
Courtyard Water Feature - Pumps				Mechanical Equipment	\$7,500	\$10,926
Entry Water Feature - Pumps				Mechanical Equipment	\$6,000	\$8,741
Fire System - Stand Pipe - Replace				Fire Systems	\$178,858	\$260,562
Garage Lights - Replacement Allowance				Lighting	\$3,500	\$5,099
Lobby - Furnishings				Common Interior	\$137,700	\$200,603
Main Pool - Pump/Motor				Pool	\$5,000	\$7,284
Plumbing Investigation - Contingency				Plumbing	\$76,500	\$111,446
Second Floor Pool - Pump/Motor				Pool	\$2,500	\$3,642
Spare Parts - On Hand Inventory				Miscellaneous	\$35,700	\$52,008
Waterproofing - Marina				Miscellaneous	\$102,000	\$148,595
Frontage Planters						
					Total for 2040:	\$831,195

Ilikai Apartment Building

Bylaws



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as amended, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 (the "Declaration"), and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto, ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as

WITNESSETH THAT:

THIS AMENDMENT (this "Amendment") is made this 8th day of February, 2011, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation formerly known as the "Association of Apartment Owners of Ilkai Apartment Building" and hereinafter called the "Association";

FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING

TAX MAP KEY FOR PROPERTY: (1) 2-6-010-007

TYPE OF DOCUMENT: FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING (TOTAL PAGES: 20)

AFTER RECORDATION, RETURN BY MAIL OR PICKUP : Porter Tom Quiquitt Chee & Watts, LLP 841 Bishop Street, Suite 2125 Honolulu, Hawaii 96813

REGULAR SYSTEM

LAND COURT SYSTEM

OFFICE OF THE ASSISTANT REGISTRAR, LAND COURT STATE OF HAWAII (Bureau of Conveyances) The original of this document was recorded as follows: DOCUMENT# Doc 4052098 CTN AS LISTED HEREIN DATE/TIM FEB 24, 2011 03:29 PM

amended, thereby establishing a condominium project known as the Illikai Apartment Building (the "Project"); and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "Bylaws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Illikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration"), was filed in said Office on June 27, 1994, as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Illikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107; (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Illikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660; and (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Illikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Restatement of the Bylaws of the Association of Apartment Owners of the Illikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838; and (c) Third Amendment of the Association of Apartment Owners of the Illikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302; and

WHEREAS, the Restated Bylaws were subsequently amended by the following: (a) First Amendment of the First Restatement of the Bylaws of the Association of Apartment Owners of the Illikai Apartment Building filed in said Office on June 27, 1994, as Land Court Document No. 2158835; and

WHEREAS, the Restated Bylaws were subsequently amended by the following: (a) First Amendment of the First Restatement of the Bylaws of the Association of Apartment Owners of the Illikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838; and (c) Third Amendment of the Association of Apartment Owners of the Illikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302; and

WHEREAS, Section 514B-23(a), Hawaii Revised Statutes, provides that the declaration, bylaws, condominium map, or other constituent documents of any condominium created before the effective date of Chapter 514B, Hawaii Revised Statutes, may be amended to achieve the result permitted by said Chapter 514B, regardless of what applicable law provided before the effective date of said Chapter 514B; and

WHEREAS, Section 514B-23(b), Hawaii Revised Statutes, provides (among other things) that an amendment to the declaration, bylaws, condominium map or other constituent documents authorized by said Section 514B-23, Hawaii Revised Statutes, may be adopted by the vote or written consent of a majority of the owners; and

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In all other respects, the Restated Bylaws, as amended, are hereby ratified and confirmed and remain in full force and effect.

(h) In addition to the insurance the Association is required to maintain hereunder and under the applicable law, the Board may require unit owners to obtain reasonable types and levels of insurance. The liability of a unit owner shall include but not limited to the deductible of the owner whose unit was damaged, any damage not covered by insurance required by Section 514B-143, Hawaii Revised Statutes, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the unit owner does not purchase or produce evidence of insurance requested by the Board, the Directors may, in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the unit owner. In no event shall the Association or the Board be or be deemed to be liable to any person for the failure of a unit owner to purchase insurance or for a decision by the Board not to purchase the insurance for the owner, or with regard to the timing of the Board's purchase of the insurance or the amounts or types of coverages obtained.

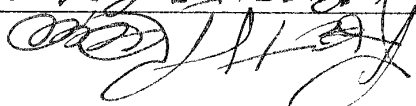
to read as follows:
NOW, THEREFORE, a new Section 1(h) is added to Article VIII of the Restated Bylaws


WHEREAS, pursuant to Sections 514B-23 and 514B-143, Hawaii Revised Statutes, a majority of the unit owners of the Project have voted or given their written consent to adopt the following insurance policy and to amend the Restated Bylaws as set forth below.

WHEREAS, Section 514B-143(g), Hawaii Revised Statutes, provides (among other things) that the Board, with the vote or written consent of a majority of the owners, may require unit owners to obtain reasonable types and levels of insurance, and that if a unit owner does not purchase or produce evidence of insurance requested by the Board, the directors may, in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the unit owner; and

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

OWNERS OF ILIKAI APARTMENT
BUILDING, INC.

By 
Name: Robert J. Tomo
Its DIRECTOR

By 
Name: Lisa Sasaki
Its DIRECTOR

NOTARY CERTIFICATION (at time of notarization)

Doc. Date: February 8, 2011 # Pages: _____

Notary Name: Jaune M.L. Gabaret 1st Circuit

Doc. Description: FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING

Notary Signature: Jaune M.L. Gabaret Date: 2-8-11

(Official Stamp or Seal)

Printed Name: Jaune M.L. Gabaret

Notary Public, State of Hawaii

My commission expires: May 9, 2012

(Official Stamp or Seal)

On this the 8th day of February, 2011, before me personally appeared Robert J. Romo personally known to me -OR- appeared to me on the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

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

NOTARY CERTIFICATION (at time of notarization)

Doc. Date: February 5, 2011 # Pages: _____

Notary Name: Jeanne M.L. Gaudinlet 1st Circuit

Doc. Description: FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF LIKAI APARTMENT BUILDING

Notary Signature: Jeanne M.L. Gaudinlet Date: 2-8-11

(Official Stamp or Seal)

Printed Name: Jeanne M.L. Gaudinlet

Notary Public, State of Hawaii

My commission expires: May 9, 2012

(Official Stamp or Seal)

On this the 8th day of February, 2011, before me personally appeared V. Lee Sasaki personally known to me -OR- approved to me on the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

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

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
301	745388	339	951799
302	951796	340	745388
303	745388	341	951799
304	844607	342	745388
305	745388	343	636547
306	951796	344	723605
307	745388	401	970453
308	951796	402	951799
309	782109	403	745388
310	907772	404	870387
311	745388	405	651719
312	745388	406	841930
313	745388	407	751248
314	745388	408	942700
315	745388	409	904768
316	745388	410	565779
317	745388	411	745388
318	745388	412	890544
319	745388	413	617896
320	745388	414	890545
321	745388	415	745388
322	745388	416	890546
323	745388	417	745388
324	745388	418	890547
325	746896	419	502337
326	745970	420	869450
327	951797	421	740818
328	745388	422	890548
329	951797	423	1002255
330	745388	424	890549
331	951797	425	976719
332	745388	426	816411
333	951798	427	951800
334	745388	428	745388
335	951798	429	951800
336	745388	430	708020
337	951798	431	159276
338	745388	432	745388

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
433	490329	527	749822
434	745388	528	890550
435	926733	529	646463
436	531035	530	745388
437	990516	531	320009
438	568355	532	745388
439	537719	533	745713
440	986117	534	745388
441	261916	535	414329
442	745388	536	745388
443	592121	537	617189
444	988069	538	745388
501	847901	539	701085
502	616963	540	745388
503	745388	542	985780
504	955745	543	452884
505	156361	544	452885
506	543664	601	492100
507	797524	602	651887
508	163076	603	414760
509	990379	604	648668
510	704289	605	694070
511	745388	606	841927
512	945019	607	951801
513	193264	608	837790
514	887858	609	722060
515	745388	610	319885
516	848128	611	755027
517	990465	612	797489
518	852310	613	774349
519	745388	614	750584
520	992453	615	890551
521	454021	616	627641
522	951800	617	365887
523	745388	618	705118
524	854878	619	840868
525	553057	620	529276
526	961428	621	974244

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
622	776084	716	552971
623	597626	717	745388
624	985165	718	659683
625	651888	719	427313
626	719231	720	494918
627	538491	721	745388
628	890552	722	905414
629	951219	723	745388
630	890553	724	1013131
631	658339	725	495443
632	676351	726	843158
633	935040	727	762689
634	574775	728	726054
635	729825	729	702240
636	745388	730	670568
637	898572	731	831681
638	951801	732	306170
639	890512	733	670026
640	880946	734	701806
641	623140	735	516327
642	652013	736	332765
643	500988	737	871576
644	889969	738	920820
701	545051	739	806784
702	692871	740	745388
703	673623	741	966337
704	616319	742	808580
705	915110	743	915870
706	329840	744	686600
707	384776	801	487649
708	585489	802	437316
709	351133	803	487645
710	716285	804	437317
711	681319	805	585814
712	498550	806	437315
713	674949	807	951801
714	1003097	808	908167
715	745388	809	927094

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
810	840141	904	503401
811	890554	905	601472
812	516595	906	457508
813	462040	907	943321
814	721922	908	956741
815	684636	909	330318
816	835916	910	320624
817	845759	911	955558
818	831022	912	875355
819	890602	913	745388
820	939512	914	941217
821	409203	915	745388
822	680526	916	770880
823	359043	917	528683
824	406870	918	441131
825	404380	919	542208
826	686422	920	745388
827	884792	921	745388
828	997395	922	287185
829	841064	923	422800
830	890603	924	807883
831	984403	925	786819
832	769747	926	734333
833	877302	927	808964
834	474869	928	930425
835	793278	929	804670
836	412523	930	638678
837	960555	931	722043
838	954243	932	650162
839	525341	933	825298
840	871498	934	941657
841	339293	935	233656
842	553115	936	483246
843	482721	937	957350
844	278911	938	926514
901	672682	939	459469
902	745388	940	909666
903	745388	941	807972

Ilkai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
942	745388	1036	538468
943	856513	1037	445972
944	954968	1038	711404
1001	754621	1039	755036
1002	930705	1040	745388
1003	786323	1041	691163
1004	782309	1042	945825
1005	789822	1043	836507
1006	364601	1044	403706
1007	392770	1101	572015
1008	912011	1102	117880
1009	961873	1103	745388
1010	828271	1104	181464
1011	745388	1105	959849
1012	745388	1106	207606
1013	830933	1107	782108
1014	745388	1108	430241
1015	348436	1109	301525
1016	116064	1110	721122
1017	457993	1111	745388
1018	955746	1112	745388
1019	147147	1113	707954
1020	301039	1114	570160
1021	595318	1115	864617
1022	688507	1116	732045
1023	745388	1117	821485
1024	745388	1118	708490
1025	830074	1119	748452
1026	675104	1120	953257
1027	477268	1121	628764
1028	332615	1122	927095
1029	352240	1123	968367
1030	382511	1124	300876
1031	286706	1125	463526
1032	940238	1126	776557
1033	297420	1127	502700
1034	877469	1128	873047
1035	502608	1129	335200

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1130	681883	1224	776332
1131	647679	1225	857339
1132	994051	1226	745405
1133	670582	1227	804049
1134	994052	1228	729096
1135	530726	1229	528635
1136	705712	1230	647083
1137	864577	1231	293044
1138	701176	1232	951802
1139	565932	1233	700191
1140	951868	1234	951802
1141	725087	1235	837525
1142	713561	1236	860938
1143	605736	1237	968881
1144	403969	1238	968880
1201	839915	1239	396385
1202	1009900	1240	648611
1203	502250	1242	651112
1204	681670	1243	640167
1205	670337	1244	676238
1206	889413	1301	745388
1207	925243	1302	244152
1208	410786	1303	745388
1209	691374	1304	615129
1210	590010	1305	745388
1211	745388	1306	798546
1212	988608	1307	379734
1213	741772	1308	962769
1214	746291	1309	153428
1215	745388	1310	483424
1216	955557	1311	745388
1217	407699	1312	932430
1218	974921	1313	985230
1219	630511	1314	915222
1220	853463	1315	365888
1221	297576	1316	195652
1222	598817	1317	745388
1223	840525	1318	850018

Ilkai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1319	403149	1416	991953
1321	585523	1417	635968
1322	673535	1418	672059
1323	890962	1419	839916
1325	688577	1421	647859
1326	927092	1422	983575
1327	789191	1423	933201
1328	951802	1424	947564
1329	1005361	1425	727598
1330	951803	1426	639580
1331	902880	1427	543664
1333	735037	1428	143592
1334	989374	1429	648612
1335	784884	1430	647293
1336	620157	1431	131236
1337	574108	1434	492102
1338	677031	1435	330124
1339	986615	1436	593361
1340	165549	1437	983095
1341	724741	1438	770993
1342	890433	1439	932229
1343	369785	1440	932230
1344	180463	1441	866395
1401	890604	1442	479254
1402	983361	1443	978299
1403	547481	1444	482912
1404	844748	1501	280603
1405	941208	1502	927097
1406	487052	1503	859134
1407	510709	1504	308455
1408	837027	1505	186169
1409	485501	1506	1006067
1410	927096	1507	842912
1411	661428	1508	722975
1412	847001	1509	981393
1413	779806	1510	541831
1414	848524	1511	433205
1415	890605	1512	791518

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1513	890606	1608	960353
1514	333168	1609	906543
1515	890607	1610	520785
1516	708626	1611	890609
1517	556171	1612	982360
1518	983011	1613	540364
1519	671390	1614	838925
1521	680043	1615	890610
1522	836523	1616	634417
1523	601477	1617	631889
1524	250336	1618	573790
1525	704379	1619	467791
1526	932023	1621	890611
1527	636463	1622	807113
1528	922446	1623	515894
1529	985046	1624	859266
1530	879956	1625	729241
1531	967735	1626	1000677
1532	621516	1627	661590
1533	223909	1628	951803
1534	805696	1629	933220
1535	737265	1630	951803
1536	865094	1631	558143
1537	951528	1634	526956
1538	701888	1635	738900
1539	841925	1636	860937
1540	744711	1637	803115
1541	764159	1638	965194
1542	551176	1639	915417
1543	915335	1640	965195
1544	238665	1641	844640
1601	890608	1642	666889
1602	1004137	1643	695022
1603	738902	1644	860142
1604	451043	1701	890612
1605	859958	1702	808928
1606	642001	1703	922560
1607	849206	1704	899481

Ilkai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1705	964587	1743	486131
1706	943077	1744	557392
1707	949241	1801	763360
1708	780449	1802	988978
1709	385524	1803	335233
1710	1001194	1804	698897
1711	537838	1805	718635
1712	994549	1806	320952
1713	922561	1807	745388
1714	854154	1808	424092
1715	922562	1809	303359
1716	1008907	1810	406533
1717	841016	1811	745388
1718	1005077	1812	967295
1719	654371	1813	745388
1720	847166	1814	839308
1721	767520	1815	745388
1722	862783	1816	492562
1723	895279	1817	434641
1724	531934	1818	915075
1725	948805	1819	806505
1726	535090	1820	850915
1727	846717	1821	472119
1728	851717	1822	343617
1729	203423	1823	745388
1730	888390	1825	193149
1731	996234	1826	648610
1732	963590	1827	799269
1733	612423	1828	980501
1734	951804	1829	824410
1735	995575	1830	847164
1736	270640	1831	971158
1737	817688	1833	863682
1738	872789	1834	455576
1739	724447	1835	837664
1740	863666	1836	834567
1741	888043	1837	258013
1742	554705	1838	808929

Ilhikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1839	479481	1934	968527
1840	209579, 209580, 209581, 209582 & 209583	1935	895243
1841	737985	1936	856237
1842	663979	1937	1011775
1843	718329	1938	780686
1844	688414	1939	264345
1901	399237	1940	467857
1902	933203	1941	146296
1903	419102	1942	449540
1904	635005	1943	598630
1905	1003312	1944	463419
1906	997981	2001	922564
1907	925771	2002	846049
1908	840501	2003	922565
1909	606458	2004	996811
1910	863680	2005	922566
1911	922563	2006	837524
1912	959936	2007	922567
1913	768754	2008	912572
1914	843740	2009	855995
1915	589243	2010	905732
1916	841347	2011	922568
1917	661983	2012	845760
1918	821565	2013	922569
1919	579210	2014	837820
1920	905483	2015	922570
1921	914255	2016	1003976
1922	294095	2017	922992
1923	893778	2018	725055
1924	512433	2019	719686
1925	768840	2020	989788
1926	1001958	2021	853261
1927	861204	2022	927921
1928	873020	2023	904913
1929	705681	2024	821564
1930	844434	2025	285172
1931	487007	2026	565780
		2027	844749

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2028	853209	2122	815870
2029	848915	2123	946769
2030	871646	2124	848118
2031	951804	2125	592213
2032	897095	2126	477791
2033	839382	2127	915448
2034	847167	2128	864593
2035	908634	2129	840867
2036	848886	2130	986959
2037	770233	2131	841346
2038	891052	2132	951804
2039	836794	2133	526955
2040	1004984	2134	936778
2041	633899	2135	314298
2042	275013	2136	600473
2043	632759	2137	970991
2044	632759	2138	648139
2101	922993	2139	938987
2102	836461	2140	620103
2103	922994	2141	507586
2104	836795	2142	384962
2105	922995	2143	292654
2106	860129	2144	421641
2107	922996	2201	951805
2108	626981	2202	951805
2109	761222	2203	951805
2110	213470	2204	951806
2111	922997	2205	951806
2112	993905	2206	951806
2113	922998	2207	951807
2114	832602	2208	951807
2115	922999	2209	951807
2116	854446	2210	951808
2117	923000	2211	951808
2118	997932	2212	951808
2119	923001	2213	951809
2120	620614	2214	951809
2121	939282	2215	951809

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2216	951810	2310	951823
2217	951810	2311	951824
2218	951810	2312	951824
2219	951811	2313	951824
2220	951811	2314	951825
2221	951811	2315	951825
2222	951812	2316	951825
2223	951812	2317	951826
2224	951812	2318	951826
2225	951813	2319	951826
2226	951813	2320	951827
2227	951814	2321	951827
2228	951814	2322	951827
2229	951814	2323	951828
2230	951815	2324	951828
2231	951815	2325	951828
2232	951815	2326	951829
2233	951816	2327	951829
2234	951816	2328	951829
2235	951816	2329	951830
2236	951817	2330	951830
2237	951817	2331	951830
2238	951817	2332	951831
2239	951818	2333	951831
2240	951818	2334	951831
2241	951818	2335	951832
2242	951819	2336	951832
2243	951819	2337	951832
2244	951820	2338	951833
2301	951820	2339	951833
2302	951821	2340	951833
2303	951821	2341	951834
2304	951821	2342	951835
2305	951822	2343	951835
2306	951822	2344	951836
2307	951822	2401	951836
2308	951823	2402	951834
2309	951823	2403	951834

Ilkai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2404	951837	2442	951850
2405	951837	2443	951851
2406	951837	2444	951851
2407	951838	2501	951852
2408	951838	2502	951852
2409	951838	2503	951852
2410	951839	2504	951853
2411	951839	2505	951853
2412	951840	2506	951853
2413	951840	2507	951854
2414	951840	2508	951854
2415	951841	2509	951854
2416	951841	2510	951855
2417	951841	2511	951855
2418	951842	2512	951856
2419	951842	2513	951856
2420	951842	2514	951856
2421	951843	2515	951857
2422	951843	2516	951857
2423	951843	2517	951857
2424	951844	2518	951858
2425	951844	2519	951858
2426	951845	2520	951858
2427	951845	2521	951859
2428	951846	2522	951859
2429	951846	2523	951859
2430	951846	2524	951860
2431	951847	2525	951860
2432	951847	2526	951861
2433	951847	2527	951861
2434	951848	2528	951861
2435	951848	2529	951862
2436	951848	2530	951862
2437	951849	2531	951862
2438	951849	2532	951863
2439	951849	2533	951863
2440	951850	2534	951863
2441	951850	2535	951864

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2536	951864	PH2612	970741
2537	951864	PH2613	970740
2538	951865	Commercial Area No. 50	951785
2539	951865	Commercial Area No. 101	951795
2540	951865	Commercial Area No. 102	951786
2541	951866	Commercial Area No. 103	951787
2542	951866	Commercial Area No. 104	974020
2543	951866	Commercial Area No. 105	951789
2544	951867	Commercial Area No. 200	951790
PH2601	562724	Commercial Area No. 201	951791
PH2602	990586	Commercial Area No. 202	951792
PH2603	862249	Commercial Area No. 203	951788
PH2604	464468	Commercial Area No. 204	951793
PH2605	686508	Commercial Area No. 205	951794
PH2606	744350	Garage Area No. 1	951784
PH2607	718120	Sky Room 30	951783
PH2608	477988	Laundry Area Nos. 350-A to 350-W	951782
PH2609	213620	Storage Area Nos. 300-A to 300-W	951781
PH2610	465906		
PH2611	842028		

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was
recorded as follows:

DOCUMENT NO. 2758835
DATE: JUN 27 1994 TIME 220

LAND COURT SYSTEM REGULAR SYSTEM
AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

JOHN A. MORRIS, ESQ.
Iwai, Motooka, Goto & Morris
Suite 502, Haseko Center
820 Mililani Street
Honolulu, HI 96813-2935
Tel: (808) 537-1935

MORRIS\DOCS\ILIKAI.BYL

FIRST RESTATEMENT OF THE BY-LAWS OF
THE ASSOCIATION OF APARTMENT OWNERS OF
ILIKAI APARTMENT BUILDING

WHEREAS, ILIKAI, INCORPORATED, a Hawaii corporation, whose principal place of business is at Suite 1700, PRI Tower, 733 Bishop Street, Honolulu, City and County of Honolulu, State of Hawaii, executed on April 22, 1964, the "Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended", hereinafter called the "Declaration", and attached thereto the "By-Laws of Association of Owners of Ilikai Apartment Building," together with Condominium Map No. 3, and filed the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450; and

WHEREAS, ILIKAI, INCORPORATED, upon completion of the Ilikai Apartment Building sold a substantial number of the condominium units in fee in the Ilikai Apartment Building to various persons, subject to the restrictions on use and other restrictions and all other covenants, agreements, obligations, conditions and other provisions set forth in the Declaration, hereinafter collectively with Ilikai, Incorporated called the "Owners," and the Declaration was noted on each of the Transfer Certificates of Title issued to each of the Owners as set forth in Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, the Association of Owners of Ilikai Apartment Building, an unincorporated association, "Association", created by the Declaration in accordance with Chapter 170-A, Revised Laws of Hawaii, at its annual meeting on May 31, 1967 adopted the First Amendment of Declaration of Horizontal Property Regime by vote of Owners of not less than seventy-five per cent (75%) of the common interests in the common elements of Ilikai Apartment Building in compliance with the Declaration and law, and filed as Land Court Document No. 434,560; and

WHEREAS, the Declaration and Condominium Map No. 3 was amended by the Second Amendment of Declaration of Horizontal Property Regime adopted on April 11, 1968 and filed as Land Court Document No. 441,550, by amending the floor plan of the twenty-sixth (26th) floor of the Ilikai Apartment Building as built and the Architect's Certificate attached thereto in accordance with the Third Paragraph of said First Amendment; and

WHEREAS, the Declaration and By-Laws were amended by the Third Amendment of Declaration and By-Laws adopted on May 18, 1988, and filed as Land Court Document No. 1608716, to amend provisions in the By-Laws to reflect existing provisions in Chapter 514A of the Hawaii Revised Statutes and to establish permitted uses of the apartments and to expand the duties of the Board of Directors; and

WHEREAS, the Declaration and By-Laws were amended by the Fourth Amendment of Declaration of Horizontal Property Regime and By-Laws of Association of Owners of the Ilikai Apartment Building adopted on May 18, 1988 and filed as Land Court Document No. 1608717 to amend the Declaration and By-Laws to permit additional uses of the garage area, including but not limited to, the storage of hot water tanks, a maintenance office, maintenance shop, storage room, equipment room, upholstery repair shop, paint shop, and emergency generator room; and

WHEREAS, the Declaration was amended by the Fifth Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building adopted on April 10, 1989 and filed as Land Court Document No. 1634347 to amend the description of Commercial Area No. 101 and to provide for the renovation to the entrance, lobby, mall and common areas on the first floor; and

WHEREAS, the Declaration was amended by the Sixth Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building adopted on June 5, 1990 and filed as Land Court Document No. 1756009 to amend the description of Commercial Area No. 101 and sheet A-36 of Condominium Map No. 3 and to amend the work and maintenance permissible in an apartment; and

WHEREAS, the Declaration was amended by the Seventh Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building adopted May 3, 1991 and filed as Land Court Document No. 1821442 to amend the By-Laws to restrict the use of clothes washers and dryers in apartments and limit the size of bathtubs which may be installed in apartments; and

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes empowers the Board of Directors of the Association established by said By-Laws to restate the Declaration to include therein any amendments thereto, and to conform the provisions thereof to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on _____, 199__, said Board of Directors resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein;

NOW, THEREFORE, the By-Laws are hereby restated to read as follows:

ARTICLE I

Introductory Provisions

Section 1. Definition. Unless clearly repugnant to the context, the following terms, whenever used in these By-Laws shall be given the following meanings:

(a) "Premises" shall be deemed to include those certain parcels of land situate at Kalia, Waikiki, Honolulu, Hawaii, described as follows:

Map 4; LOT 1-A-1, area 122,071.0 square feet, as shown on

Map 4; LOT 1-A-2, area 143.0 square feet, as shown on

LOT 2, area 467.0 square feet,

LOT 3, area 293.0 square feet,

LOT 4, area 120.0 square feet, and

LOT 5, area 2,202.0 square feet, as shown on Map 1;

The maps above referred to by numbers are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 64 of Ala Moana Properties, Limited;

TOGETHER with a perpetual easement appurtenant to said Lot 1-A-1 and Lot 1-A-2 for the construction, use and maintenance for storm drain purposes only over, across or under Lot 25, as shown on Map 4, filed in the said Office with Land Court Consolidation No. 32 of Bishop Trust Company, Limited, Trustee for Hobron Land Trust;

TOGETHER ALSO with a perpetual nonexclusive easement appurtenant to Lot 1-A-1 and Lot 1-A-2 for pedestrian and vehicular traffic over and across Lot 23, as shown on said Map 4;

Being all of the land described in Transfer Certificate of Title No. 85,450 issued to Ilikai, Incorporated.

SUBJECT, HOWEVER, to the following:

1. As to Lots 2, 3, 4 and 5 only, a perpetual easement in favor of the State of Hawaii for a public right-of-way.

2. As to Lot 3 only, a perpetual easement in favor of the City and County of Honolulu for an existing concrete box culvert.

3. As to Lot 1-A-1 and Lot 1-A-2 only, the reservation in favor of the State of Hawaii of "all littoral rights of whatever nature or kind which are or may be thereunto appertaining," as reserved in that certain Exchange Deed made by and between the Territory of Hawaii and Ala Moana Properties, Limited, dated December 20, 1956, filed in the Office of the Assistant Registrar of the Land Court as Document No. 196551.

4. As to Lots 1-A-1, 1-A-2, 2 and 5 only, any and all littoral rights appurtenant to said Lots 1-A-1, 1-A-2, 2 and 5, in favor of the State of Hawaii, as set forth in that certain instrument dated December 20, 1956, filed in the said Office of the Assistant Registrar of the Land Court as Document No. 196552.

5. As to Lots 1-A-1, 1-A-2, 2, 3, 4 and 5 only, that certain Agreement made by and among the State of Hawaii and Ilikai, Incorporated and Makaha Valley Farms, Limited, dated the 23rd day of December, 1963, filed in the Office of the Assistant Registrar of the Land Court as Document No. 324984.

6. As to Lot 1-A-2 only, that certain Grant of Easement to the State of Hawaii dated the 31st day of December, 1963, filed in the Office of the Assistant Registrar of the Land Court as Document No. 324985.

7. As to Lots 1-A-1 and 1-A-2 only, that certain Deed to the State of Hawaii dated the 31st day of December, 1963, filed in the Office of the Assistant Registrar of the Land Court as Document No. 324987.

The foregoing encumbrances are mentioned in Transfer Certificate of Title No. 85,450 to which reference is hereby made.

Being the same land which has been submitted to and established as a horizontal property regime by a Declaration dated the 22nd day of April, 1964, in the Office of the Assistant Registrar of the Land Court as Document No. 330,338 and being subject to said Declaration, common interests in which are held by the owners of the apartments, commercial areas, garage area, sky-room, laundry room area and storage room area, and all buildings and improvements which are or may hereafter be erected thereon, including the common elements.

(b) "Common elements" means and includes the foundations, columns, girders, beams, supports, main walls, roofs, boardwalks, hallways, corridors (except corridors in "A" Wing and "C" Wing of the first floor), lobbies, stairs, stairways, fire escapes, elevators (except Elevators Nos. 10, 11 and 12), ducts, exits and entrances, central and appurtenant utility installations and TV antennae and equipment for common use in the building or buildings located on the land above described, and the roads, sidewalks and other common ways, landscaping, yards, gardens, pools, including recreational pools, and fountains on the land above described, together with the limited common elements and the land above described, and all articles of personal property acquired for common use in the operation or maintenance of said building or buildings and the common elements;

(c) "Limited common elements" means and includes all parking areas located on the premises, except the garage area in the building, as shown on Condominium Map No. 3, which areas are reserved for the use of the commercial areas and their owners to the exclusion of all other condominium units and their owners;

(d) "Condominium unit" or "condominium units" shall mean the apartment or apartments, the commercial area or areas, garage area, the sky-room, the laundry room area and the storage room area as defined herein and taken collectively;

(e) "Common interest" shall mean that fractional interest in the common elements appertaining to each condominium unit held by the owner thereof, in common or undivided, with other owners of the condominium units, and any specific percentage of the common interest shall mean such percentage of said common interests in the aggregate;

(f) "Apartment" applies to each living accommodation used for apartment or hotel purposes;

(g) "Commercial area" applies to each area intended for use for office purposes, sale of food, merchandise or services, or any other commercial undertaking whether or not similar to the foregoing as permitted by law and equipment and for maintenance, service, storage, equipment, locker and utility rooms, and Elevator No. 12, being the kitchen service elevator from the upper garage area to the second floor, and other such facilities;

(h) "Garage area" applies to each area intended for use for parking or storing of vehicles within the Ilikai Apartment Building;

(i) "Sky-room" applies to an area on the twenty-eighth, twenty-ninth and thirtieth floor intended for use and future use as a restaurant or dispensing of food, beverages and entertainment, together with Elevator No. 10, being the shuttle elevator from the twenty-sixth floor to the sky-room, Elevator No. 11, being the glass-enclosed elevator from the first floor to the sky-room, equipment and appurtenances necessary for such restaurant operation;

(j) "Laundry room area" applies to an area on each floor of the building from the third floor through the twenty-sixth floor, inclusive, such area on each floor containing 120 square feet or an aggregate of 2,880 square feet intended for installation of washing and drying facilities and use thereof for hire for laundry purposes;

(k) "Storage room area" applies to an area on each floor of the building from the third floor through the twenty-sixth floor, inclusive, such area on each floor containing 250 square feet, except that such area on the sixteenth, seventeenth, and eighteenth floor shall contain 150 square feet each, or an aggregate of 5,700 square feet, intended for storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building;

(l) "Building" includes and shall be deemed to include the Ilikai Apartment Building or any replacement thereof which may now or at any time hereafter be constructed on all or any portion of the land above described;

(m) "Common expenses" means and includes those expenses as defined in Section 1 of Article VII herein;

(n) "Condominium unit expenses" means and includes those expenses defined in Section 2 of Article VII herein;

(o) "Association" or "association of owners" shall mean all owners of the condominium units acting as a group in accordance with these By-Laws and Declaration;

(p) "Owner of a condominium unit" or "owner" means the person owning, or the persons owning jointly or in common, a condominium unit and the common interests appertaining thereto; provided, that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by lease filed with the Board of Directors, a lessee of a condominium unit shall be deemed to be the owner thereof;

(q) "Person" shall include an individual, corporation, partnership, trust or other legal entity or any combination thereof;

(r) All pronouns used herein shall include the male, female and neuter genders and shall include the singular or plural numbers, as the case may be.

ARTICLE II

Association of Owners

Section 1. Annual Meeting. The annual meeting of the owners of the condominium units shall be held each year at such time as the Board of Directors shall determine. The annual meeting shall be a general meeting, and at such meeting any business, without special notice of such business, may be transacted, except as limited by law or by these By-Laws.

Section 2. Special Meeting. Special meetings of the owners of the condominium units may be held at any time upon the call of any four (4) directors, or upon the written request of the owners owning not less than twenty per cent (20%) of the common interests.

Section 3. Place of Meeting. Meetings of the Association shall be held in such place convenient to the owners in Honolulu, State of Hawaii, as may be designated by the Board of Directors.

Section 4. Notice of Meetings; Proxy. 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 fourteen (14) 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 items on the agenda for such meeting, 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. Each such notice shall also contain a standard proxy form authorized by the Association, if any, which shall be valid only for the meeting to which the notice pertains and its adjournments and may designate any person as proxy and may be limited as the apartment owner desires and indicates. 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.

No resident manager, or managing agent shall solicit, for use by such manager or managing agent, any proxies from any apartment owner of the Association of owners which employs him, nor shall he cast any proxy vote at any Association meeting except for the purpose of establishing a quorum. No member of the Board of Directors, hereinafter called the "Board", who uses Association funds to solicit proxies shall cast any of these proxy votes for the election or reelection of Board members at any Association meeting unless the proxy form specifically authorizes the Board member to vote for the election or reelection of Board directors and the Board first posts notice of its intent to solicit proxies in prominent locations within the Project at least thirty (30) days prior to its solicitation of proxies; provided that if the Board receives within seven (7) days of the posted notice a request by any owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall:

(a) Mail to all owners a proxy form containing either the names of all owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or

(b) Mail to all owners a proxy form containing no names, but accompanied by a list of names of all owners who have requested the use of Association funds for soliciting proxies and their statements.

The statement shall not exceed one hundred words,

indicating the owner's qualifications to serve on the Board and reasons for wanting to receive proxies. (See Endnote 1)

Section 5. Quorum. At all meetings of the owners of the condominium units, the presence in person or by proxy of a majority in interest of the common interests at said meeting shall be necessary to constitute a quorum, and the action of the majority in interest of the common interests present or represented at any meeting at which a quorum is present shall be valid and binding upon all owners of the condominium units, except as otherwise provided by law or by these By-Laws.

Section 6. Voting and Other Rights. The common interests in the common elements appertaining to each apartment and its owner, the storage room area and its owner, the laundry room area and its owner, the sky-room and its owner, and each commercial area and its owner, and garage area and its owner for all purposes, including voting, shall be allocated as follows:

(a) 1/1330 common interest for each apartment of Type "A", "D", "E", "G", "H", or "K" and its owner;

(b) 2/1330 common interest for each apartment of Type "B", "C", "F" or "M", and its owner;

(c) 3/1330 common interest for each apartment of Type "I" or "J" and its owner;

(d) 2.5/1330 common interest for each apartment of Type "L" or "N" and its owner;

(e) 1/1330 common interest for the storage room areas in the aggregate and its owner;

(f) 1/1330 common interest for the laundry room areas in the aggregate and its owner;

(g) 10/1330 common interest for the sky-room 30 and its owner;

(h) 20/1330 common interest for the garage area No. 1 and its owner;

(i) 10/1330 common interest for Commercial Area No. 50 and its owner;

(j) 16/1330 common interest for Commercial Area No. 101 and its owner;

(k) 20/1330 common interest for Commercial Area No. 102 and its owner;

- (l) 24/1330 common interest for Commercial Area No. 103 and its owner;
- (m) 1/1330 common interest for Commercial Area No. 104 and its owner;
- (n) 5/1330 common interest for Commercial Area No. 105 and its owner;
- (o) 9/1330 common interest for Commercial Area No. 200 and its owner;
- (p) 12/1330 common interest for Commercial Area No. 201 and its owner;
- (q) 16/1330 common interest for Commercial Area No. 202 and its owner;
- (r) 1/1330 common interest for Commercial Area No. 203 and its owner;
- (s) 2/1330 common interest for Commercial Area No. 204 and its owner;
- (t) 2/1330 common interest for Commercial Area No. 205 and its owner.

The allocation of the common interest appurtenant to each commercial area, except Commercial Areas No. 104 and 203, shall be further allocated, if at all, in the discretion of the owner thereof by filing a revised floor plan of the subdivision of such commercial area into separate commercial areas in the said office of the Assistant Registrar of the Land Court, provided that such further allocation shall not be less than 1/1330 common interest appurtenant to such subdivided commercial areas and shall not exceed the total common interest appurtenant to such commercial area allocated thereto.

The total number of votes shall be 1330, in accordance with the allocation of common interests specified above. The person entitled to vote the common interests shall be the owner of unit to which the common interests appertain and whose name is filed with the Board of Directors, or the lessee of such unit with the right to vote the common interests from the owner granted by lease filed with the Board of Directors. The person entitled to vote the common interests, if other than the owner or if there are more than one owner of record through joint ownership or otherwise, shall be designated by the owner or owners of record of the unit to which the common interests appertain by written notice to the Board.

Such designation shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of the person entitled to vote or of the owner or owners of record or by written notice to the Board by the owner or owners of record of the common interests. Such powers of designation and revocation may be exercised by the guardian of the record owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent or person entitled to and having his custody, or during the administration of any record owner's estate, by his executor or administrator.

If no designation is made or if a designation has been made but is revoked and no new designation has been made, the person entitled to vote the common interest shall be all of the owners of record of such common interest. Any or all of such owners may be present at any meeting, and, if those present act unanimously, may vote or take any other action as the person entitled to vote the common interest. In the absence of unanimity, such vote is void.

Votes may be cast in person or by proxy or by mail ballot by said owners of the units to which the common interest appertains as set forth above. (See Endnote 2)

Section 7. Voting for Board of Directors. If not less than forty-eight (48) hours prior to the time fixed for any meeting of the Association for the election of Directors, the owners of not less than five percent (5%) of the condominium units deliver to any officer of the Association a request in writing that the election of the directors to be elected be by cumulative voting, then each owner shall cumulate his votes, and may cast for any one or more nominees to the Board of Directors a vote equivalent to his common interest multiplied by the number of Directors to be elected, and that the number of nominees equal to the number of vacancies receiving the highest number of votes shall be deemed elected.

Section 8. Adjournment. Any meeting of the owners of the condominium unit, whether annual or special, may be adjourned from time to time whether a quorum be present or not without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority vote of the common interests present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and notified.

Section 9. 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 or waiver of notice.

- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

Section 10. Minutes of Association of Owners. The Secretary or Managing Agent shall furnish the minutes of any meeting of the Association of Owners when requested in writing by any condominium unit owner. Minutes of meetings of the board of directors and the association for the current and prior year shall be available for examination by apartment owners at convenient hours at a place designated by the board. Copies of meeting minutes shall be provided to any owner upon the owner's request provided that the owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request. The Association's most current minutes of the board of directors' meetings, once approved, shall be available to any owner at no cost or on twenty-four hour loan, at a convenient location designated by the board of directors. The minutes of the Association and the Board shall be approved and made available within the time frames stated in Section 514A-83.4, Hawaii Revised Statutes. (See Endnote 3)

Section 11. Proxies.

(a) A proxy, to be valid, must be delivered to the secretary of the Association 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 apartment owner may indicate that the apartment 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 apartment 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 as stated in Section 4 of this article.

(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 12. Conduct of Meetings. All meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order. (See Endnote 4)

ARTICLE III

Board of Directors

Section 1. Election and Term of Office. There shall be a Board of Directors consisting of nine (9) directors. Directors shall be elected at the annual meeting or any special meeting of the owners of the condominium units called for such purpose. Any and all owners and co-owners of condominium units, any and all officers and directors of corporate owners of condominium units, and trustees, guardians, administrators, executors and other such legal representatives of owners of condominium units and vendees under an agreement of sale shall be eligible for election as directors. The directors, except as otherwise provided in these By-Laws, shall serve for a term of three (3) years or until their successors are elected. The terms of at least one-third (1/3) of the directors shall expire annually. The first Board of Directors shall be elected as follows: Three (3) directors shall be elected for a term of one (1) year, three (3) directors shall be elected for a term of two (2) years, and three (3) directors shall be elected for a term of three (3) years. Thereafter, the term of each director shall be for three (3) years or until their successors are elected. (See Endnote 5)

Section 2. 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. In case any vacancy so created shall not be filled at such meeting, such vacancy may be filled by the Board as provided in Section 6 of Article III. If

such removal and replacement is to occur at a special Association meeting, the call for such meeting shall be by the President or by a petition to the Secretary or managing agent signed by not less than twenty-five percent (25%) of the apartment owners; and provided further that if the Secretary or managing agent does not send out the notices for the special meeting within fourteen (14) days of receipt of the petition, the petitioners shall send out the notices for the special meeting. Except as otherwise provided herein, such meeting and the procedures adopted for the removal and replacement from office of directors shall be conducted in accordance with these By-Laws pertaining to the removal, replacement, and election of directors. Any director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting. (See Endnote 6)

Section 3. Chairman, Meeting, Notice. The President shall preside at all meetings of the Board. The Board shall hold meetings as often as the business of the association of owners may require at the call of the President or any four (4) directors. The secretary shall give notice of each meeting of the Board, either orally or in writing by mailing or delivering the same not less than one (1) day before the meeting, unless otherwise prescribed by the Board. The failure by the secretary to give such notice or by any director to receive such notice shall not invalidate the proceedings of any meeting at which a quorum of directors is present.

Section 3.A. Posting of Notice. Whenever practicable, notice of all Board of Directors meetings shall be posted by the Resident Manager or a member of the Board in prominent locations within the project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board. (See Endnote 7)

Section 3.B. Executive Session. All meetings of the Board of Directors, other than executive sessions, shall be open to all members of the Association, and Association members who are not on the Board may participate in any deliberation or discussion, other than executive sessions, unless a majority of a quorum of the Board votes otherwise. The Board, with the approval of a majority of a quorum of its members, may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters or litigation in which the Association is or may become involved. The nature of any and all business to be considered in executive session shall first be announced in open session. (See Endnote 8)

Section 3.C. Minutes of Meetings. Minutes of meetings of the Board and the Association shall include the recorded vote of each Board member on all motions except motions voted on in executive session. (See Endnote 9)

Section 4. Quorum and Adjournment. The majority of the directors shall constitute a quorum. No action taken, other than the appointment of directors to fill temporary vacancies or as otherwise provided in these By-Laws, shall be binding unless it receives the concurring vote of a majority of the directors present. In the absence of a quorum, the President or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had.

Section 5. Powers and Duties of the Board of Directors. The Board of Directors, for the benefit of the owners of the condominium units, shall have the following powers and duties:

(a) To engage and contract for all goods and services which the Board, in its discretion, deems necessary for the proper operation of the premises or as required or permitted by these By-Laws or by law, payment for which will be made from the assessments and service charges paid by the owners in accordance with these By-Laws.

(b) To provide, or cause to be provided, all services, including utility services, used in common or jointly by the common elements, limited common elements and condominium units as initially incorporated in the premises, or as shall be incorporated in the premises from time to time in accordance to these By-Laws, payment for which will be made from assessment and service charges paid by the owners as provided therein.

(c) To maintain or cause to be maintained detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements, and other expenses incurred and to make such records and the vouchers authorizing the payments available for examination by the owners of the condominium units during reasonable business hours.

(d) To render or cause to be rendered annually a statement to the owners of the condominium units of all receipts and disbursements during the preceding year, such statement to be certified by an independent certified public accountant.

(e) To render or cause to be rendered statements, when required by law, of any assessments which remain unpaid by any owner of the condominium units.

(f) To bring action on behalf of two or more of the owners of the condominium units, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one condominium unit as the Board deems advisable.

(g) To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these By-Laws.

(h) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

(i) To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements, and to engage such other services necessary and proper for, and incidental to, the operation of the premises as deemed advisable by the Board.

(j) To engage the services of a managing agent at a compensation established by it to perform such duties and services as it shall authorize, and to delegate any of its powers and duties as provided in this section as the Board deems advisable, provided such delegation shall not conflict with any applicable laws.

(k) To procure fidelity bonds covering all managing agents, officers and employees of the Association handling and responsible for the Association's fund and personal property, and to procure Directors and Officers Liability Insurance if the Board deems it advisable. The premiums of such bonds and insurance shall be paid by the Association as common expenses. (See Endnote 10)

(l) To perform any and all duties imposed on the Board by applicable law.

(m) To determine policies and to adopt house rules and regulations governing the details of the operation and use of the premises, including the common elements, and to amend such house rules and regulations from time to time as the Board deems advisable.

Section 5A. Budgets And Reserves.

(a) The Board of Directors of the Association shall prepare and adopt an annual operating budget and distribute it to the apartment owners. At a minimum, the budget shall include the following:

1. The estimated revenues and operating expenses of the Association;
2. Information as to whether the budget has been prepared on a cash or accrual basis;
3. The total replacement reserves of the Association as of the date of the budget;

4. The estimated replacement reserves the Association will require to maintain the property, based on a reserve study performed by the Association.
5. A general explanation of how the estimated replacement reserves are computed; and
6. The amount the Association must collect for the fiscal year to fund the estimated replacement reserves.

(b) The Association shall assess the apartment owners to fund a minimum of fifty percent of the estimated replacement reserves. For each fiscal year the Association shall collect a minimum of fifty percent of the full amount required to fund the estimated replacement reserves for that fiscal year except:

1. The Association may follow Real Estate Commission rules which permit an existing association to fund its estimated replacement reserves in increments after January 1, 1993 and prior to January 1, 2000; and
2. The Association may follow Real Estate Commission rules which permit an association to fund in increments, over three years, estimated replacement reserves which have been substantially depleted by an emergency.

(c) The Association shall compute the estimated replacement reserves by a formula which is based on the estimated life and the estimated capital expenditure or major maintenance required for each part of the property. The estimated replacement reserves shall include:

1. Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and
2. Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed \$10,000. Parts of the property for which capital expenditures or major maintenance will not exceed \$10,000 may be aggregated in a single designated reserve.

(d) Neither the Association nor an apartment owner, director, officer, managing agent, or employee of the Association who makes a good faith effort to calculate the estimated replacement reserves for the Association shall be liable if the estimate subsequently proves incorrect.

(e) If the Commission requests, the Association shall provide the Commission with a copy of the annual operating budget of the Association as part of the Association's registration with the Commission under Section 514A-95.1, Hawaii Revised Statutes.

(f) The Board of Directors may not exceed its total adopted annual operating budget by more than twenty percent during the fiscal year to which the budget relates, except in emergency situations. Prior to the imposition or collection of an assessment under this paragraph, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the apartment owners with the notice of assessment.

(g) As used in this section: "Capital expenditure" means an expense which results from the purchase or replacement of an asset whose life is greater than one year, or the addition of an asset which extends the life of an existing asset for a period greater than one year.

"Emergency situation: means any of the following:

1. An extraordinary expense required by an order of a court;
2. An extraordinary expense necessary to repair or maintain any part of the property for which the association is responsible where a threat to personal safety on the property is discovered;
3. An extraordinary expense necessary to repair any part of the property for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the annual operating budget; or
4. An extraordinary expense necessary to respond to any legal or administrative proceeding brought against the Association that could not have been reasonably foreseen by the Board in preparing and distributing the annual operating budget.

"Major maintenance" means an expenditure for maintenance or repair which will result in extending the life of an asset for a period greater than one year.

"Replacement reserves" means funds for the upkeep, repair, or replacement of those parts of the property including, but not limited to roofs, walls, decks, paving, and equipment, which the Association is obligated to maintain. (See Endnote 11)

Section 6. Vacancies, Successor and Substitute Directors. If any permanent vacancy shall occur in the Board through death, resignation, removal or other cause, and unless such vacancy is filled by a special meeting of the owners of the condominium units called for such purpose, the remaining directors, by majority vote of the remaining directors shall elect a successor director to fill such vacancy and to hold office until the next annual meeting of the owners. At such annual meeting, the owners shall elect the successor director to fill such vacancy and to hold office for the unexpired portion of the term.

In case of a temporary vacancy due to the absence of any director from the State of Hawaii, or the sickness or disability of any director, the remaining directors, by majority vote of the remaining members, may appoint a substitute director who shall be a director during such absence or disability and until such director returns to duty. The determination by the Board as shown in the minutes, of the fact of such absence or disability and the duration thereof shall be conclusive.

Section 7. Compensation of Members of Board. There shall be no compensation paid to members of the Board for acting as such, except for a reasonable director's fee for attendance at the meetings of the Board, as set by the owners at any annual meeting. Until such time as such fee is determined, such fee for each director shall be Twenty-Five Dollars (\$25.00) per meeting.

Section 8. Liability and Indemnification of Members of Board. The directors and officers shall be free from all personal liability for any acts done on behalf of the Association and in the capacity of a director or officer or for any losses incurred by the Association or the owners of the condominium units unless the same shall have occurred through their willful negligence or misconduct. Every director and officer shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) imposed upon him in connection with any claim, suit, proceeding or investigation of whatever nature by reason of his being or having been a director or officer of the Association as common expenses, except as liable for willful negligence or misconduct in the performance of his duties as director or officer. The foregoing right of indemnification shall inure to the benefit of the heirs, administrators and executors of such person.

Section 9. Conflict of Interest. A director who has conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the board meeting, and the minutes of the meeting shall record the fact that a disclosure was made.

(See Endnote 12)

Section 10. Documents to be Given to Directors. The Association at its own expense shall provide all Board members with a current copy of the Declaration, By-Laws, House Rules, and, annually, a copy of Chapter 514A, Hawaii Revised Statutes, with amendments. (See Endnote 13)

ARTICLE IV

Officers

Section 1. Election of Officers. The officers of the association of owners shall be the President, Vice-President, Secretary and Treasurer, and, in addition thereto, in the discretion of the Board, such other officers with such duties as the Board shall from time to time determine. The President and Vice-President shall be elected annually by the Board from among the members of the Board, and all other officers shall be elected by the Board from among or outside the members of the Board as the Board may determine, and all officers shall serve until their successors shall have been elected. All officers shall be subject to removal at any time by the affirmative vote of the majority of the Board. The Board may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may in its discretion, limit or enlarge the duties and powers of any officer elected by it.

Section 2. The President. The President shall preside at any and all meetings of the owners of the condominium units and of the Board and shall perform all other duties assigned by the Board.

Section 3. The Vice-President. The Vice-President shall perform all the duties and exercise all the powers and rights of the President provided by these By-Laws or otherwise during the absence or disability of the President, or whenever the office is vacant, and shall perform all other duties assigned by the Board.

Section 4. The Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the owners of the condominium units in a minute book wherein all resolutions shall be recorded. The Secretary shall give notice, in conformity with these By-Laws, of any and all meetings and shall also perform all other duties assigned him by the Board.

Section 5. The Treasurer. The Treasurer shall keep the financial records and books of account and shall perform all other duties assigned to him by the Board.

Section 6. Prohibition of Employment of Officers by Managing Agent. An apartment owner shall not act as an officer of the Association and an employee of the Managing Agent, employed by the Association, at the same time. (See Endnote 14)

ARTICLE V

Managing Agent and Employees

Section 1. Managing Agent. Unless prohibited by law, any powers and duties of the Board and officers which are delegated to the managing agent, pursuant to these By-Laws, shall be exercised and performed by the managing agent in the place and stead of the Board.

The members of the Board shall not be liable for any omission or improper exercise by the managing agent of any such powers and duties so delegated by written instrument executed by a majority of the Board.

The managing agent shall be an individual, firm, partnership or corporation authorized to do business in the State of Hawaii.

Section 2. Prohibition of Association's Employees Selling or Renting Apartments in the Project. An Association's employees shall not engage in selling or renting apartments in the project, except Association-owned apartments, unless such activity is approved by an affirmative vote of sixty-five per cent of the apartment owners. (See Endnote 15)

ARTICLE VI

Use and Maintenance of Premises

Section 1. Use of Premises.

(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, and equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities. The owner of the garage area in the building shall use such garage area only for parking and storing of vehicles, for the storage of hot water storage tanks, for a maintenance office, maintenance shop, storage room, equipment room, television repair shop, air conditioning repair shop, air conditioning storage and equipment room, upholstery repair shop, paint shop and emergency generator room. The area of the foregoing uses is more

particularly set forth in the map attached hereto as Exhibit "A" and by reference made a part hereof. Notwithstanding anything to the contrary hereinabove contained, the owner of the garage area shall not use the garage area except for the aforesaid uses, which are to be limited to the areas set forth in said Exhibit "A", and for parking and the storing of vehicles. The owner of the sky-room in the building shall use such sky-room only for the operation of a restaurant for dispensing of food, beverages and entertainment, together with equipment and appurtenances necessary for such restaurant operation. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each such condominium unit may utilize the interest conveyed to him in the premises solely for (1) the occupancy and use of said condominium unit in accordance with the foregoing provisions of this paragraph, (2) the vehicular and pedestrian ingress and egress to such condominium unit, utilizing the established ways and means provided therefor, and (3) such other purposes and in such manner as shall be permitted in these By-Laws and the House Rules and Regulations. (See Endnote 16)

(b) The owner of a condominium unit shall not use the same for any purpose which will injure the reputation of the building or premises. Such owner shall not suffer anything to be done or kept in said condominium unit or elsewhere on the premises beyond those customarily done or kept for uses set forth in Section 1 of this Article VI which will jeopardize the soundness of the building or premises, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the public halls or stairways of the building, or which will increase the rate of fire insurance on the building or the contents thereof or which will reduce the value of the premises or impair any easement or hereditament nor add material structure or do any such work, unless otherwise provided in these By-Laws, without the consent of two-thirds (2/3) in interest of the common interests being first obtained.

(c) Subject to Paragraph 7A of the Declaration, the owner of a condominium unit shall not, without the prior written consent of the Board, make any structural alterations in or additions to the condominium unit or to make any alterations in or additions to the exterior of the condominium unit or to any other portion or portions of the premises, unless otherwise provided in these By-Laws. (See Endnote 17)

(d) The owner of a condominium unit shall not, without the prior written consent of the Board or the managing agent, display any sign or any other device in or upon any door, window, wall or other portion of the premise.

(e) Use of Apartments:

(i) 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;

(ii) No apartment owner shall decorate any entrance, hallways, or lanai appurtenant to his apartment except in accordance with standards therefor established by the Board or specific plans approved in writing by the Board;

(iii) All occupants shall avoid making noises and using musical instruments, radios, televisions and amplifiers in such manner as may disturb other occupants;

(iv) No garments, rugs or other objects shall be hung from the windows or facades of the Building or otherwise displayed in public view;

(v) No rugs or other objects shall be dusted or shaken from the windows or doors of any apartment or cleaned by beating or sweeping on any hallways, lanais, entries or other exterior part of the Building;

(vi) No livestock, poultry, rabbits, birds or other animals whatsoever shall be allowed or kept in any part of the premises without the written permission of the Board, which permission may be withheld solely at the Board's discretion. Feeding or watering of domestic or wild birds is prohibited. Regardless of the above, certified guide dogs, signal dogs, or other animals on which disabled occupants depend for assistance shall be permitted to be kept at the project and shall be allowed to walk throughout the common elements while on a leash, provided that, while present upon the common elements, such animals shall at all times be accompanied by the occupants to whom they belong. Further, this exception shall also apply to certified guide dogs, signal dogs, or other animals depended on by disabled guests of occupants. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the project. Ejection will be required only if the Board of Directors reasonably determines that less drastic alternatives have been

unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon other occupants. (See Endnote 18)

(vii) No apartment owner or occupant shall erect, place or maintain any television or other antennas on the Building visible from any point outside of his apartment;

(viii) No apartment owner or occupant shall bring into the building any flammable fluids, explosives or other articles deemed hazardous to life, limb or property.

(ix) No apartment owner or occupant shall bring into the Building or manufacture within the Building any substance which might result in violation of the law or in the cancellation or increase of the insurance on the building or project.

(x) In order for the Building to present a uniform exterior appearance, all drapes, curtains, shades or other material placed against any window or glass door at the exterior perimeter of an apartment and visible from the exterior shall be white or off-white in color or shall be lined with a material of such color.

(xi) In order for the Building to present a uniform exterior appearance, any window tinting or window covering of any kind must be approved in writing by the Board. As a condition to giving its approval to any window tinting or window covering request, the Board may require that the apartment owner:

- (1) Execute an indemnification agreement prepared by the Board;
- (2) Pay for any expenses incurred by the Board relating to processing the apartment owner's approval request;
- (3) Perform any and all requirements set forth by the Board relating to the apartment owner's approval request.

(xii) No clothes washers or dryers shall be installed, kept or used in any of the apartments. Notwithstanding the foregoing, clothes washers and/or dryers installed or existing in any of the apartments prior to

October 9, 1990, shall be permitted to remain in the apartments and used, provided that the apartment owner provides the Board with written evidence that the clothes washer and/or dryer was installed in the apartment prior to October 9, 1990, and secondly, that the Board approved the installation of the clothes washer and/or dryer. The aforesaid written evidence must be submitted to the Board on or before May 13, 1991. Upon fulfillment of the foregoing requirements, the clothes washer and/or dryer will be considered to be "grandfathered in". Any apartment owner who has a "grandfathered in" clothes washer and/or dryer in his apartment may replace the clothes washer and/or dryer from time to time with a clothes washer and/or dryer of equal or lesser capacity to the clothes washer and/or dryer being replaced.

(xiii) No furos (Japanese bathtubs) or any other bathtubs exceeding a capacity of 100 gallons shall be installed, kept or used in any of the apartments. (See Endnote 19)

(f) Maintenance of Lanais. Apartment owners shall be responsible for the care, maintenance and repair of the lanais which are part of their respective apartments. The apartment owners may not enclose or make any structural changes to their respective lanais, add any awnings, sunscreens, louvers, exhaust vent, wind baffles, or drain without the prior written approval of the Board. It is intended that the exterior of the Building present a uniform appearance, and to effect that end the Board of Directors may establish restrictions as to what may or may not be placed on the lanais and the use of said lanais, including but not limited to:

(i) Nothing shall be hung on or from lanai railings, walls or ceilings for any purpose whatsoever. Nor shall clothing or laundry be hung in doorways or windows in such a manner as to be in view of persons outside the Building.

(ii) Lanais may be appropriately furnished with chairs, lounges, and small tables which must be kept in a neat and orderly manner. Furniture manufactured for other than outdoor lanai use such as refrigerators and beds are not permitted on lanais.

(iii) Potted plants may be placed on the lanais as long as porcelain or other suitable containers are placed under all flower pots to avoid the dripping of water or soil therefrom. No flower pot planter container or any other item shall be placed on or suspended from railings of lanais. At no time may a plant exceed the height of the lanai railing unless the plant is situated at the extreme rear of the lanai

against the interior window. At no time may any plant extend through the railings.

(iv) Watering of plants and sweeping and mopping of lanais and adjacent areas shall be accomplished in a manner so as not to be a nuisance to persons residing in adjacent or lower apartments or to persons on the grounds of the premises. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the Building.

(v) No painting of the walls, railings or ceilings of the lanais or the addition of any lights thereto is permitted. Such painting will be done by the Association at the time the Building is painted.

(vi) No barbecuing shall be allowed on the lanais.

(vii) Lanais are not to be used for the purpose of storage of articles of any kind.

(viii) Installation of any type of lanai enclosure or sunscreen is strictly prohibited. Maintenance and repair of the existing authorized sunscreens will be the responsibility of the owner thereof.

(ix) Window air conditioning units will be maintained by the owner thereof so as to prevent excess condensation from overflowing onto the units below. (See Endnote 20)

Section 2. Work and Maintenance by Owners. The owner of a condominium unit shall keep the interior of such condominium unit from the boundary line thereof, and all plumbing, electrical, and other such fixtures and other appurtenances in the same in good order and repair and shall be responsible for any damage or loss caused by failure to observe or perform this covenant.

The owner shall also be responsible for any damage caused by him to the common elements by the negligent use thereof. Each owner shall have the right, at his sole cost and expense, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings and walls, to substitute new finished surfaces for the finished surfaces then existing on said ceilings and walls, and to finish, alter, or substitute any plumbing, electrical or other such fixtures attached to said ceilings or walls, provided that such work is performed in accordance with applicable requirements of the plumbing and electrical codes of the City and County of Honolulu or any other governmental entity. Notwithstanding the foregoing, this section shall not be construed as permitting interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the premises by other owners nor shall it be

construed to limit the intent expressed in Section 1 of this Article VI. The owner of a condominium unit shall not, without the prior written consent of the Board, place any tile or any type of floor covering on the floors, except for carpeting. It is intended that the peace and tranquility of the Building be preserved and to effect that end, the Board may establish restrictions as to the type of tile or other floor covering which may be placed on the floors of the apartments. (See Endnote 21)

Section 3. Entry for Repairs. The Board shall have the irrevocable right, on behalf of all owners of the condominium units, to have access from time to time during reasonable hours to any condominium unit as may be necessary for inspection, operation, maintenance and construction or for making emergency repairs necessary to prevent damage to the common elements or to another condominium unit or units. Such entry shall be made with as little inconvenience to the owners as practicable. (See Endnote 22)

Section 4. Specific Reservations.

(a) The owner of the commercial area No. 103 operating a restaurant on the first floor will make available restaurant service, including without limitation, the serving of food and beverages, to any portion of the common elements adjoining the commercial areas on the mall level which can be economically and feasibly serviced and shall provide such seating and other facilities at his own expense as are necessary to make available such service as required herein.

(b) The owner of Commercial Area No. 105 shall be permitted to construct, improve or otherwise utilize such condominium unit, as shown on Condominium Map No. 3, for future construction of improvements, provided that (1) said improvements to be constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) the plans and specifications of said improvements be approved in writing by the Board of Directors, (3) said improvements shall be made at the sole cost and expense of such owner and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said owners, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise, for labor performed or materials furnished in connection with said improvements, including the carrying of such bond in such amount as the Board shall approve, conditioned to protect the aforementioned interests and to indemnify said interests against all actions, suits, damages and claims by whomsoever brought or made by reason of said improvements and (5) such owner shall procure at his own expense and cost, and keep in force until the completion of said improvements, a policy or policies of comprehensive general liability insurance in such amount as the Board shall approve to cover said Commercial Area No. 105.

(c) The owner of the Sky-room No. 30 shall be permitted to construct, improve, enlarge, remodel, alter or otherwise utilize the twenty-eighth, twenty-ninth and thirtieth floor of the building as shown on Condominium Map No. 3, for restaurant and storage purposes only, provided that (1) said improvements to be constructed be in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) the plans and specifications of said improvements to be approved in writing by the Board of Directors, (3) said utilization herein permitted shall be made at the sole cost and expense of such owner, and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said owners, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise for labor performed or materials furnished in connection with such utilization, including the carrying of such bond in such amount as the Board shall approve, conditioned to protect the aforementioned interests and to indemnify said interests against all actions, suits, damages and claims by whomsoever brought or made by reason of said utilization.

ARTICLE VII

Common Expenses, Condominium Unit Expenses and Taxes

Section 1. Common Expenses. The owner of each condominium unit shall be liable for and pay a share of the common expenses in proportion to the common interest in the common elements appurtenant to his condominium unit. Common expenses shall include all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each condominium unit and the common interest in the common elements appertaining thereto or the personal property or any other interest of the owner), assessments, insurance, including fire and other casualty and liability insurance, cost of repair, reinstatement, rebuilding and replacement of the premises, yard, janitorial, and other similar services, wages, accounting and legal fees, management fee, and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the common elements, including limited common elements, and a reserve for maintenance and repair, reinstatement, rebuilding and replacement of the premises and other contingencies. Payment of common expenses shall be made to the Board, as agent of the owners of the condominium units, and the Board shall transmit said payments on behalf of each such owner to the third person entitled to said payments from each owner.

Section 2. Condominium Unit Expenses. The owner of each condominium unit shall be liable for and pay a share, on the basis of the allocation as determined hereinafter in Section 3(c) of this Article, of all condominium unit expenses, including all charges for utility service, including water, electricity and gas, garbage

removal and other similar services, provided for or made available to the owners and occupants of condominium units, and all wages, accounting and legal fees, management fee and other costs incident thereto. Payments of condominium unit expenses shall be made to the Board, as agent of the owners of the condominium units, and the Board shall transmit said payments on behalf of each such owner to the third person entitled to said payments from each owner.

Section 3. Allocation of Common Expenses and Condominium Unit Expenses. For the purpose of fixing and determining the payments to be made as hereinabove provided in Sections 1 and 2, the Board shall, on behalf of all owners, determine in advance for each calendar year the estimated aggregate amount of the common expenses and condominium unit expenses for such year, except that the first year shall begin on the designated date of occupancy of said building and end on the 31st day of December of said year. The Board, on behalf of the owners, may from time to time during each year make reasonable adjustments in said estimated aggregate amount of common expenses and condominium unit expenses on the basis of actual costs incurred in prior months or periods. Said estimated aggregate amount of common expenses and condominium unit expenses for each year shall be allocated as follows:

(a) The aggregate amount so estimated by the Board shall be allocated from time to time to the common expenses and the condominium unit expenses in accordance with fair and equitable methods as determined by Peat, Marwick, Mitchell & Co., Certified Public Accountants, or such other certified public accountant as shall be selected by the Board.

(b) The amounts so allocated to the common expenses shall then be prorated among the owners of condominium units in proportion to the common interests in the common elements appurtenant to the condominium units.

(c) The amounts so allocated to the condominium unit expenses shall be allocated to the following classes of owners in accordance with fair and equitable methods as determined by Peat, Marwick, Mitchell & Co., Certified Public Accountants, or such other certified public accountant as shall be selected by the Board:

- (1) Owners of apartments.
- (2) Owners of the commercial areas.
- (3) Owner of the garage area.
- (4) Owner of the sky-room.

- (5) Owner of the laundry room area.
- (6) Owner of the storage room area.

The amount of the condominium unit expenses allocated to owners of apartments shall then be prorated among said owners, whether or not said owners actually occupy said apartments, in accordance with fair and equitable methods as determined by Peat, Marwick, Mitchell & Co., Certified Public Accountants, or such other certified public accountant as shall be selected by the Board.

The amount of the condominium unit expenses so allocated to owners of commercial areas shall then be prorated among said owners, whether or not said owners actually occupy said commercial areas, in accordance with fair and equitable methods as determined by Peat, Marwick, Mitchell & Co., Certified Public Accountants, or such other certified public accountant as shall be selected by the Board.

(d) Said allocated amounts of the estimated common expenses and condominium unit expenses, as determined from time to time by the Board, shall be payable by the owner in monthly installments in advance on or before the 10th day of each month. Any omission or delay in determining and allocating the common expenses and condominium unit expenses for any period shall not relieve the owner therefrom. In such event, the owner, pending the determination and allocation thereof, shall continue to pay the same common expenses and condominium unit expenses that the owner has been paying during the last preceding period and shall pay the deficiency, if any, upon the determination and allocation of the proper common expenses and condominium unit expenses within ten (10) days after notice thereof. Said installments transmitted to the Board, as agent of all owners, shall then be transmitted by the Board to the third person entitled to payment of same from each owner.

Section 4.A. Disputes Over Association Assessments.

(a) No apartment owner shall withhold any assessment claimed by the Association. An apartment owner who disputes the amount of an assessment may request a written statement clearly indicating:

- (1) The amount of common expenses included in the assessment, including the due date of each amount claimed;
- (2) The amount of any penalty, late fee, lien filing fee, and any other charge included on the assessment;

- (3) The amount of attorney's fees and costs, if any, included in the assessment;
- (4) That under Hawaii law, an apartment owner has no right to withhold assessments for any reason;
- (5) That an apartment owner has a right to demand mediation or arbitration to resolve disputes about the amount or validity of the Association's assessment, provided the apartment owner immediately pays the assessment in full and keeps assessments current; and
- (6) That payment in full of the assessment does not prevent the owner from contesting the assessment or receiving a refund of amounts not owed.

Nothing in this section shall limit the rights of the owner to the protection of all fair debt collection procedures mandated under federal and state law.

(b) An apartment owner who pays the Association the full amount claimed by the Association may file in small claims court or require the Association to mediate to resolve any disputes concerning the amount or validity of the Association's claim. If the apartment owner and the Association are unable to resolve the dispute through mediation, either party may file for arbitration under part VII of Chapter 514A; provided that an apartment owner may only file for arbitration if all amounts claimed by the Association are paid in full on or before the date of filing. If the apartment owner fails to keep all Association assessments current during the arbitration, the Association may ask the arbitrator to temporarily suspend the arbitration proceedings. If the apartment owner pays all Association assessments within thirty days of the date of suspension, the apartment owner may ask the arbitrator to recommence the arbitration proceedings. If the owner fails to pay all Association assessments by the end of the thirty day period, the Association may ask the arbitrator to dismiss the arbitration proceedings. The apartment owner shall be entitled to a refund of any amounts paid to the Association which are not owed. (See Endnote 23)

Section 4. Payment as Agent. The Board will pay or cause to be paid, on behalf of the owners, all common expenses and condominium unit expenses. The Board, on behalf of all owners, will maintain or cause to be maintained separate books of account of common expenses and condominium unit expenses in accordance with recognized accounting practices, and will have such books of account available for inspection by each owner or his authorized representative at reasonable business hours. The Board will annually render or cause to be rendered a statement to each owner of all receipts and disbursements during the preceding year, which

statement shall be certified by an independent certified public accountant. Each owner, as principal, shall be liable for and pay his proportionate share of all common expenses and condominium unit expenses incurred by him and the Board shall be responsible, as agent for each owner, only to transmit the payments made by the owner to third persons to whom such payments must be made by the owner. The Board or managing agent collecting the common expenses and condominium unit expenses shall not be liable for payment of said common expenses and condominium unit expenses as a principal but only as the agent of all owners to transmit said payments to third persons to whom such payments must be made by the owner.

Section 5. Taxes and Assessments. Each owner of a condominium unit shall be obligated to have the real property taxes for his own unit and the common interest in the common elements appertaining thereto assessed separately by the proper governmental authority and to claim the benefit of home exemption, if qualified, and to pay all such real property taxes so determined directly to the proper governmental authority. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each condominium unit and the common interest in the common elements appertaining thereto or the personal property or any other interest of the owner. Each owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such taxes, other taxes and assessments. Each owner shall be obligated to pay his proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire premises or any part of the common elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire premises or any part of the common elements, the Board may pay such taxes or assessments and shall assess the same to the owners in their proportionate share as determined by the Board. Such assessments by the Board shall be secured by the lien created by Section 6 of this Article VII.

Section 6. Liens.

(a) All sums assessed by the association of owners but unpaid for the share of the common expenses and condominium unit expenses chargeable to any condominium unit shall constitute a lien, with power of sale, on such condominium unit prior to all other liens, except only (i) liens for taxes and assessments lawfully imposed by governmental authority against such condominium unit, and (ii) all sums unpaid on mortgages of record recorded prior to the recordation of notice of lien by the Association. Such lien may be foreclosed by suit or by proceeding under the power of sale by the Manager or the Board, acting on behalf of the

condominium unit owners, in like manner as a mortgage of real property. No action shall be brought to foreclosure such lien or to proceed under the power of sale unless thirty (30) days' notice of claim of lien is mailed to the owner of the condominium unit and any mortgagee of record thereof, and a copy thereof is recorded in the Office of the Registrar of Conveyances and filed in the Office of the Assistant Registrar of the Land Court in Honolulu, Hawaii. In any such foreclosure the condominium unit owner shall be required to pay a reasonable rental for the condominium unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Manager or the Board, acting on behalf of the condominium unit owners, shall have power to bid in the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. Reasonable attorney's fees and expenses in connection with collection of the debt secured by such lien or foreclosure thereof shall be paid by the owner against whom such action is brought and secured by the lien. (See Endnote 24)

(b) Where the mortgagee of a mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or condominium unit expenses by the association of owners chargeable to such condominium unit which became due prior to the acquisition of title to such condominium unit by such acquirer. Such unpaid share of common expenses or condominium unit expenses shall be deemed to be common expenses collectible from all of the condominium owners, including such acquirer, his successors and assigns.

Section 7. Liability of Grantor and Grantee for Unpaid Common Expenses and Condominium Unit Expenses. In a voluntary conveyance the grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses and condominium unit expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantor or grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor for such share, and neither such grantor nor such grantee shall be liable for, nor shall the condominium unit conveyed be subject to a lien for, any unpaid assessments for common expenses and condominium unit expenses against the grantor in excess of the amount therein set forth.

ARTICLE VIII

Other Provisions

Section 1. Insurance.

(a) The Association shall procure and maintain from a company or companies qualified to do business in Hawaii (and, if necessary to procure the required coverage, from other companies) a policy or policies (herein called "the Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred per cent (100%) of the insurable replacement cost value of the buildings and/or structures and/or building service equipment without deductions for depreciation (such value to be determined annually by the Association and to exclude property of every kind and description while underground (meaning thereby, below the level of contiguous ground and covered by earth, or below the level of the lowest basement floor of the buildings and/or structures) except underground conduit or wiring therein when beneath the buildings and/or structures which are covered herein) in the name of the Association. Premiums shall be common expenses. Such policy:

(i) Shall contain no provision limiting or prohibiting other insurance by the owner of any unit, such right being provided by statute, but if obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, pro-ration, or contribution by reason of, any such other insurance;

(ii) Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Association, or if obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Association or the owner or tenant of any unit, or by reason of any act or neglect of the Association or the owner or tenant of any condominium unit;

(iii) Shall provide that the policy may not be canceled (whether or not requested by the Association) except by giving to the Association and to the owner of each condominium unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation;

(iv) Shall contain a provision waiving any right of subrogation by the insurer to any right of the Association against the owner or lessee of any condominium unit;

(v) Shall contain a provision waiving any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to Section 2 (b) of this Article VIII not to repair, reinstate, rebuild or restore the damage or destruction;

(vi) Shall provide that in the case of any loss not exceeding \$100,000 the loss shall be adjusted with the Board, but that in the case of any loss exceeding \$100,000 the loss shall be adjusted with the Association and the holder of any mortgage or mortgages on any unit or units aggregating more than \$1,000,000;

(vii) Shall contain a standard mortgagee clause which:

(1) Shall name the holder of any mortgage affecting any condominium unit whose name shall have been furnished to the Association;

(2) Shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Association or the owner or tenant of any condominium unit;

(3) Shall waive any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Association shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the owner or lessee of any condominium unit or the Association or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or owner, but without impairing mortgagee's right to sue;

(4) Shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to the Association or to an Insurance Trustee as provided by the By-Laws; and

(5) Shall provide that any reference to a mortgagee in the Policy shall include all mortgagees on any unit, in order of preference.

(b) The Association shall procure and maintain from a company or companies qualified to do business in Hawaii (and, if necessary to procure the required coverage from other companies) a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, each unit owner as the owner of the common interest, and the Managing Agent and other employees of the Association against claims for personal injury and property damage arising out of the existence of premises or operations or elevators or contractors of construction work under a Comprehensive General Liability form to include (1) coverage of Automobile Liability for owned-hired or non-owned automobiles, (2) Water Damage Legal Liability and (3) Fire Damage Legal Liability. Said insurance shall name owners and employees as aforesaid as additional insured, it being understood and agreed that the insurance will exclude coverage for the personal activities of owners of the condominium units and employees as aforesaid, and for liability arising out of ownership of individual condominium units. Said insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the City of Honolulu. Premiums shall be common expenses. Such policy:

(i) Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the Building, whether or not within the control or knowledge of the Association, or by any breach of warranty or condition caused by the owner of any condominium unit, or by any act or neglect of the owner or tenant of any condominium unit;

(ii) Shall provide that the policy may not be canceled (whether or not requested by the Association) except by giving to the Association and to the owner of each condominium unit who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation.

(c) The Association may also procure insurance against such additional risks as the Association may deem advisable for the protection of the condominium unit owners of a character normally carried with respect to properties of comparable character and use in the City of Honolulu.

(d) Any such coverage procured by the Association shall be without prejudice to the right of the owners of condominium units to insure such condominium units and the contents thereof for their own benefit at their own expense.

(e) The Association shall purchase and at all times maintain flood insurance under the federal Flood Disaster Protection Act if the property is located in an identified flood hazard area as designated by the federal Department of Housing and

Urban Development. Exterior glass may be insured at the option of the Association. Premiums shall be common expenses.

(f) The Association may purchase and maintain directors' and officers' liability insurance with coverage in such amount as shall be determined by the Board. Premiums shall be common expenses.

(g) Any insurance policy providing the coverage required by subsections (a), (b), (c), (e) and (f) shall contain a provision requiring the insurance carrier, at the inception of the Policy and on each anniversary date thereof, to provide the Board with a written summary, in layman's terms, of the Policy. The summary shall include the type of policy, a description of the coverage and the limits thereof, amount of annual premium, and renewal dates. The Board shall provide this information to each apartment owner. (See Endnote 25)

Section 2. Damage, Destruction and Replacement.

(a) In the event of substantial damage to or destruction of the building, all available insurance proceeds, including proceeds received for damage to building on any policy taken out by condominium unit owners, shall be held in trust by the Board or, in any case described in subparagraph (c) of this paragraph, by the Insurance Trustee, to repair, reinstate, rebuild, or replace the building (herein called "the work") in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with other plans and specifications prepared by the Board, on behalf of all owners, and approved by the owners of not less than a majority in interest of the common interests in the premises. In the event of any deficiency between said insurance proceeds and the cost of the work, each owner of a condominium unit shall pay his proportionate share of said deficiency as common expenses. The Board shall have the authority, as agent of all owners, to enter into a contract or contracts to accomplish the work.

(b) Nevertheless in the event that, after substantial damage to or destruction of the building, the Board and the owners of not less than two-thirds of the common interests shall determine that such damage or destruction shall not be rebuilt, repaired or restored, or in the event such damage or destruction shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the premises shall be subject to an action for partition by any owner of a common interest or lienor as if owned in common, in which event the premises shall be sold and the net proceeds of the sale, together with the net insurance proceeds, shall be distributed in proportion to the respective common interests and in accordance with law and the premises shall be removed from the condominium property regime.

(c) Except in the circumstances described in subparagraph (b) of this paragraph, if the cost of the work (as estimated by the Board) shall exceed \$100,000 and the holder of any mortgage or mortgages on any condominium unit or units aggregating more than \$500,000 (herein called "the mortgagee") shall so require, all proceeds of insurance shall be paid over not to the Board but to a trust company authorized to do business in Hawaii and selected by the Board (herein called "the Insurance Trustee") and shall be paid out from time to time or at the direction of the Board as the work progresses, but subject to the following conditions:

(i) The work shall be in charge of an architect or engineer (who may be an employee of the Board) and before the Board commences any work, other than temporary work to protect property, the mortgagee shall have approved the plans and specifications for the work to be submitted by the Board, which approval shall not be unreasonably withheld or delayed.

(ii) Each request for payment shall be made on seven (7) days prior notice to the Insurance Trustee and shall be accompanied by a certificate to be made by such architect or engineer stating (x) that all of the work completed has been done in compliance with the approved plans and specifications and (y) that the sum requested is justly required to reimburse the Board for payments by the Board to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and (z) that when added to all sums previously paid out by the Insurance Trustee the sum requested does not exceed the value of the work done to the date of such certificate.

(iii) Each request shall be accompanied by waivers of liens satisfactory to the Insurance Trustee covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that there has not been filed with respect to the premises any mechanics' or other lien or instrument for the retention of title in respect of any part of the work not discharged of record.

(iv) The request for payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal.

(v) The fees and expenses of the Insurance Trustee as determined by the Board and the Insurance Trustee shall be paid by the Association as common expenses, and such fees and

expenses may be deducted from any proceeds at any time in the hands of the Insurance Trustee.

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

(d) Upon the completion of the work and payment in full therefor, any proceeds of insurance then or thereafter in the hands of the Board or the Insurance Trustee shall be paid or credited to the owners of the condominium units (or to the holder of any mortgage on a unit if there be a mortgage) in proportion to their respective common interests.

(e) To the extent that any loss, damage or destruction to the building or other property is covered by insurance procured by the Board, the Board shall have no claim or cause of action for such loss, damage or destruction against any condominium unit owner or lessee. To the extent that any loss, damage or destruction to the property of any condominium unit owner or lessee is covered by insurance procured by such owner or lessee, such owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board, the Managing Agent or the Association. All policies of insurance referred to in this paragraph (e) shall contain appropriate waivers of subrogation.

Section 3. Deposit of Certificate of Title. All certificates of title shall be deposited with the Board, as agent of all owners, at its office in the Ilikai Apartment Building; provided, however, that said certificates of title may be removed for any reasonable purpose with the consent of the Board. The Board, as such agent, shall have no rights or responsibility with respect to said certificates of title except for their safekeeping while having custody thereof.

Section 4. Covenant to Obey Laws, etc.

(a) The owner of each condominium unit shall be subject to the Condominium Property Act and the declaration filed pursuant to said Act and shall abide by the By-Laws and Rules and Regulations as the same are or may from time to time be established by the Board.

(b) The owner of each condominium unit shall observe, comply with, and perform all rules, regulations, ordinances and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government applicable to the premises.

(c) The foregoing paragraph shall apply to all owners of the condominium units, tenants of such owners, employees of owners and tenants, and any other persons who may in any manner use the premises or any part thereof.

Section 5. House Rules and Regulations. The house rules and regulations governing the details of operation and use of the common elements shall be adopted and, from time to time, amended by two-thirds vote of the Board. Any owner of a condominium unit shall have the right to propose any amendment to such rules and regulations by directing a request in writing to the Board or any member of the Board. The Board, upon notice of such written request, shall consider such proposal and shall record its action on such proposal in the minutes of the meeting at which the action was taken.

Section 6. Notices. Except as otherwise provided in these By-Laws, any notice permitted or required to be given to the owner of a condominium unit may be given in writing personally to such owner or to any one of them if such owner is more than one person, or deposited in the United States mails, postage prepaid, addressed to such owner at his most recent address as it appears in the records of the Board, and said notice shall be deemed to be delivered when delivered personally as aforesaid or deposited in the United States mails as aforesaid.

Section 7. Arbitration. In the event any dispute, difference or question shall arise with reference to the Declaration, By-Laws or Rules and Regulations or the construction, meaning or effect of or the rights or liabilities of the owners of the condominium units under the declaration, By-Laws or Rules and Regulations or otherwise in relation to the premises, then every such dispute, difference or question, at the desire of either party to such dispute, difference or question, shall be submitted to and determined by three (3) arbitrators in the manner provided by Chapter 658, Hawaii Revised Statutes, as the same now is or may from time to time be amended, in which case either party may give to the other written notice of the appointment of an arbitrator, whereupon the other party, within ten (10) days after the receipt of such notice, shall name a second arbitrator, and in case of failure of said other party to name the second arbitrator and notify the first party thereof within said ten (10) day period, the first party may have the second arbitrator appointed by the person who shall hold office at the time as Chief Justice of the Supreme Court of the State of Hawaii or, in case he shall be unavailable or unwilling to act, by any Associate Justice of said Supreme Court, and the two (2) arbitrators so appointed (in either manner) shall appoint the third arbitrator, and in the event that any two (2) arbitrators so appointed shall fail to appoint a third arbitrator within ten (10) days after the appointment of the second arbitrator, either party may have the third arbitrator appointed by the person who shall hold office at the time as Chief Justice of the Supreme Court of the State of Hawaii or, in case he shall be unavailable or unwilling to act, by any Associate Justice of said Supreme Court, and the three (3) arbitrators shall thereupon proceed to determine the matter in question, disagreement or difference, and the decision of any two (2) of them (including the

disposition of the costs of arbitration) shall be final, conclusive and binding upon all parties, unless the same shall be vacated, modified or corrected as by said statute provided. The arbitrators shall have all powers and duties prescribed by said statute and judgment may be entered upon any such determination by the Circuit Court of the First Judicial Circuit as provided in said statute. In all cases of arbitration the arbitrators shall be either licensed, active, practicing attorneys at law of the State of Hawaii or members of the American Institute of Real Estate Appraisers or Certified Property Managers, or members of successor organizations having similar standards.

In the event any matter shall under the foregoing be subject to arbitration, the Board may at its option litigate (and at the request of any single owner of more than 33% of the common interests, after notice by the Board to each such owner, shall litigate) such dispute, difference or question by proceeding in the appropriate court, and the same option shall also be held by the owners of the common interests when such owners as a group involved in such dispute, difference or question and taking a position contrary to the Board shall hold not less than twenty percent (20%) of the common interests.

In all cases of disputes, differences or questions, whether the same are to be resolved by arbitration or by litigation, the Board, by giving written notice by mail, postage prepaid, of not less than twenty (20) days to all of the owners of the condominium units or under suitable process in the courts of law, may cause such owners to become parties to said matter and all such owners receiving such notice or served with process shall be bound by the decision of the arbitrators or judgment of court, as the case may be. Disputes may also be submitted for arbitration as provided under Part VII of Chapter 514A, Hawaii Revised Statutes. (See Endnote 26)

Section 8. Service of Process. Service of process in cases provided in Chapter 170A, Revised Laws of Hawaii 1955, as amended, shall be made upon James E. Durham at 1777 Ala Moana Boulevard, Honolulu, Hawaii. In case said James E. Durham cannot be served such service of process, any member of the Board of Directors of the Association of Owners may be served with such service of process, provided such member shall have a residence or place of business within the City and County of Honolulu. (See Endnote 27)

Section 9. Amendment. The By-Laws may be amended at any time by the vote or written consent of sixty-five percent (65%) of all apartment owners; provided that each one of the particulars set forth in Section 514A-82 of the Hawaii Revised Statutes shall be embodied in the By-Laws always; and provided further that any proposed By-Laws with the rationale for the proposal may be submitted by the Board of Directors or by a volunteer apartment

owners' committee. If submitted by that committee, it shall be accompanied by a petition signed by not less than twenty-five percent (25%) of the apartment owners as shown in the Association's record of ownership. The proposed By-Laws, rationale, and ballots for voting on any proposed By-Laws shall be mailed by the Board of Directors to the owners at the expense of the Association for vote or written consent without change within thirty (30) days of the receipt of the petition by the Board of Directors. The vote or written consent required to adopt the proposed By-Laws shall be sixty-five percent (65%) of all apartment owners; provided that the vote or written consent must be obtained within one hundred twenty (120) days after mailing. In the event that the By-Law is duly adopted, then the Board shall cause the By-Law amendment to be recorded in the Bureau of Conveyances or filed in the Land Court, as the case may be. The volunteer apartment owners' committee shall be precluded from submitting a petition for a proposed By-Law which is substantially similar to that which has been previously mailed to the owners within one year after the original petition was submitted to the Board. This subsection shall not preclude any apartment owner or voluntary apartment owners' committee from proposing any By-Law amendment at any annual Association meeting. (See Endnote 28)

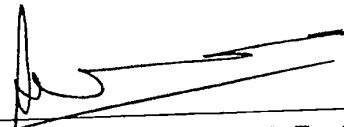
Section 10. Collection from Tenants. If the owner shall at any time rent or lease his apartment and shall default for a period of thirty (30) days or more in the payment of the apartment owner's share of the common expenses, the Board may, at its option, so long as such default shall continue, demand and receive from any such renter or lessee (hereinafter in this paragraph referred to as "tenant") of the apartment owner occupying the apartment, the rent due or becoming due from such tenant to the apartment owner up to an amount sufficient to pay all sums due from the apartment owner, including interest, if any, and any such payment of such rent to the Board by the tenant shall be sufficient discharge of such tenant, as between such tenant and the apartment owner to the extent of the amount so paid. In the event that the Board makes demand upon the tenant as aforesaid, the tenant shall not have the right to question the right of the Board to make such demand, but shall be obligated to make the said payments to the Board as demanded by the Board with the effect as aforesaid; provided, however, that the Board may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a mortgagee is in possession pending a mortgage foreclosure.

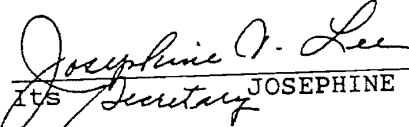
Section 11. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or

engage in any active business for profit on behalf of any or all of the apartment owners. (See Endnote 29)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 10th day of May, 1994.

ASSOCIATION OF APARTMENT OWNERS
OF THE ILIKAI APARTMENT BUILDING

By 
Its _____
PRESIDENT STUART T. K. HO

By 
Its *Secretary* _____
JOSEPHINE V. LEE

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

On this 9th day of May, 1994,
before me appeared STUART T. K. HO, to me personally
known, who, being by me duly sworn, did say that he/she is the
PRESIDENT of the ASSOCIATION OF APARTMENT OWNERS OF
THE ILIKAI APARTMENT BUILDING, an unincorporated association, that
said Association has no seal, and that said instrument was executed
on behalf of said Association by authority of its Board of
Directors and said STUART T. K. HO acknowledged
that he/she executed said instrument as the free act and deed of
the ASSOCIATION OF APARTMENT OWNERS OF THE ILIKAI APARTMENT
BUILDING.

Shirley A. Crawford
Notary Public, State of Hawaii

My commission expires: 12/3/96

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

On this 10th day of MAY, 1994,
before me appeared JOSEPHINE V. LEE, to me personally
known, who, being by me duly sworn, did say that he/she is the
SECRETARY of the ASSOCIATION OF APARTMENT OWNERS OF
THE ILIKAI APARTMENT BUILDING, an unincorporated association, that
said Association has no seal, and that said instrument was executed
on behalf of said Association by authority of its Board of
Directors and said SECRETARY acknowledged
that he/she executed said instrument as the free act and deed of
the ASSOCIATION OF APARTMENT OWNERS OF THE ILIKAI APARTMENT
BUILDING.

Maria L. Ayau
Notary Public, State of Hawaii

My commission expires: 07.12.94 c.s.

ENDNOTES

- ENDNOTE 1: Article II, Section 4 was amended by the "Third Amendment of Declaration of Condominium Property Regime and By-Laws of Association of Owners of Ilikai Apartment Building," dated 19 December 1988, which amended the section generally relating to meetings, notice, and proxy solicitations.
- ENDNOTE 2: Article II, Section 6 of the By-Laws was amended by the "First Amendment of Declaration of Condominium Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended, and By-Laws of Association of Owners of Ilikai Apartment Building," dated 20 December 1967, which amended and added common interests and re-lettered the subparagraphs.
- The last paragraph of Article II, Section 6 was also amended by the Third Amendment of Declaration to allow voting by proxy and mail ballots
- ENDNOTE 3: Article II, Section 10 has been amended to conform to the requirements of Section 514A-83.5 of the Hawaii Revised Statutes and to recognize that Section 514A-83.4 requires approval and/or distribution of minutes with certain time frames.
- ENDNOTE 4: Article II was also amended by the Third Amendment of Declaration to add Section 11, relating to proxies, and Section 12, requiring Association meetings to follow Robert's Rules of Order. Section 11 has also been restated to comply with the present requirements of Section 514A-83.2, HRS, relating to proxies.
- ENDNOTE 5: Article III, Section 1 was amended by the Third Amendment of Declaration to allow vendees under an agreement of sale to be eligible for election as directors.
- ENDNOTE 6: Article III, Section 2 was amended by the Third Amendment of Declaration to incorporate the requirements of Section 514A-81(b)(1), Hawaii Revised Statutes, into the By-Laws.
- ENDNOTE 7: Article III, Section 3.A. has been added to conform to the requirements of Section 514A-82(b)(9) of the Hawaii Revised Statutes.

- ENDNOTE 8: Article III, Section 3.B. has been added to conform to the requirements of Section 514A-83.1 of the Hawaii Revised Statutes.
- ENDNOTE 9: Article III, Section 3.C. has been added to conform to the requirements of Section 514A-83.4 of the Hawaii Revised Statutes.
- ENDNOTE 10: Article III, Section 5(k) has been restated to include the requirement of Section 514A 95.1 that the Association's fidelity bond also cover its managing agent.
- ENDNOTE 11: Article III, Section 5.A. was added to conform to the requirements of Act 132 (SLH 1991), now codified as Section 514A-83.6, Hawaii Revised Statutes, relating to reserves.
- ENDNOTE 12: Article III, Section 9 has been amended to conform to the requirements of Section 514A(b)(5) of the Hawaii Revised Statutes.
- ENDNOTE 13: Article III, Section 10 has been added to conform to the requirements of Section 514A-82(b)(11) of the Hawaii Revised Statutes.
- ENDNOTE 14: Article IV, Section 6 has been added to conform to the requirements of Section 514A-82(b)(7) of the Hawaii Revised Statutes.
- ENDNOTE 15: Article V, Section 2 has been added to conform to the requirements of Section 514A-82(b)(8) of the Hawaii Revised Statutes.
- ENDNOTE 16: Article VI, Section 1(a) was amended by the "Fourth Amendment of Declaration of Condominium Property Regime and By-Laws of Association of Owners of Ilikai Apartment Building," dated 19th December 1988, to allow the use of the garage area for hot water storage tanks.
- ENDNOTE 17: Article VI, Section 1(c) has been restated to reference Paragraph 7A of the Declaration relating to modifications by disabled occupants.
- ENDNOTE 18: Article IV, Section 1(e)(vi) has been amended to conform to the requirements of the Fair Housing Act relating to guide, service, and signal dogs.

- ENDNOTE 19: Subsection 1(e) was amended by the "Seventh Amendment of Declaration of Condominium Property Regime and By-Laws of the Ilikai Apartment Building," dated 3 May 1991, which added subsections 1(e)(xii) and 1(e)(xiii), which restricted clothes washers and dryers and the size of bathtubs which can be installed in apartments.
- ENDNOTE 20: Article VI, Section 1 was amended by the Third Amendment of Declaration to add new subsections "(e)" and "(f)" relating to use of the apartments and maintenance of lanais, respectively.
- ENDNOTE 21: Article VI, Section 2 was amended by the "Sixth Amendment of Declaration of Condominium Property Regime and By-Laws of the Ilikai Apartment Building," dated 7 August 1990, which limited the right of apartment owners to install any floor covering other than carpeting without the consent of the Board of Directors.
- ENDNOTE 22: Article VI, Section 3 states the essential requirements of Section 514A-82(b)(6), which is deemed by law to be incorporated into these By-Laws.
- ENDNOTE 23: Article VII, Section 4.A. has been added to conform to the requirements of Section 514A-90(c) and (d).
- ENDNOTE 24: Article VII, Section 6(a) has been amended to provide the improved priority for association liens now provided by Section 514A-90, HRS.
- ENDNOTE 25: Article VIII, Section 1 was completely replaced by the Third Amendment of Declaration, which made general amendments to the section.
- ENDNOTE 26: The reference to Chapter 188, Revised Laws of Hawaii 1955 in the first paragraph of this section has been replaced with a reference to Chapter 658, Hawaii Revised Statutes, the present chapter dealing with arbitration. Reference to the arbitration provisions of the Condominium Property Act have also been added at the end of the section.
- ENDNOTE 27: Article VIII, Section 8 has been amended by the First Amendment of Declaration to change to name of the person initially appointed to receive service of process on behalf of the Association.

ENDNOTE 28: Article VIII, Section 9 was amended by the Third Amendment of Declaration to incorporate the provisions of Section 514A 82(b)(2), which among other things, requires not more than sixty-five percent (65%) of owners to approve By-Law amendments and allows volunteer owners committees to propose By-Law amendments.

ENDNOTE 29: The Third Amendment of Declaration added Sections 10 and 11 to Article VIII.

AOAO Ilikai Apartment Building
Condominium Map 3 by Apt. Number

<u>Apartment #</u>	<u>TCT #</u>
3	300302
301	301804
302	301804
303	301804
304	301804
305	301804
306	301804
307	301804
308	301804
309	98079
309	98080
310	341762
311	301804
312	301804
313	301804
314	301804
315	301804
316	301804
317	301804
318	301804
319	301804
320	301804
321	301804
322	301804
323	301804
324	301804
326	272335
327	301804
328	301804
329	301804
330	301804
331	301804
332	301804
333	301804
334	301804
335	301804
336	301804
337	301804
338	301804
339	301804
340	301804
341	301804

EXHIBIT . 1

342	301804
343	156354
344	363636
401	392738
402	301804
403	301804
404	301804
405	273001
405	273000
406	301804
407	200504
408	301804
409	98081
410	278579
411	301804
412	301804
413	183443
414	301804
415	301804
416	301804
417	301804
418	301804
419	408538
420	301804
421	188072
422	301804
423	147029
424	301804
426	97679
427	301804
428	301804
429	301804
430	186857
431	159276
432	301804
433	147967
434	301804
435	98219
437	293137
438	317505
439	360063
440	391317
441	261916
442	301804
443	244794
444	344674

444	200399
501	270034
502	285845
502	300906
503	301804
504	421216
505	156361
506	335577
507	171789
508	163076
509	344576
510	247943
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513	193264
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517	147036
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537	355073
538	301804
539	407474
540	301804
542	268962
543	115850
544	115055
601	414342

601	292529
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603	414760
604	341759
605	223395
606	301804
607	301804
608	431696
609	272043
609	369211
610	319885
610	296046
611	187504
613	165282
614	170663
615	301804
616	247969
617	365887
618	235588
619	301804
620	295552
621	147049
622	404932
623	342905
624	397637
625	198093
626	384723
627	357587
628	301804
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630	301804
631	342385
632	423176
633	393519
633	401197
634	321991
635	403725
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640	97447
641	431577
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643	291851
644	111392

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703	317988
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706	329840
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707	384776
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709	351133
710	295693
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713	315348
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716	185783
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722	409424
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724	311548
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725	371306
725	434574
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727	329967
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729	270961
730	393679
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738	358726
739	97686
740	301804
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743	259013
744	297108
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809	303302
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813	422492
814	310646
815	167274
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831	114370
832	120409
833	427849
834	244681
835	332998
835	328228
835	332997
835	332999
836	412523
837	339649
838	418947
839	398359
840	301804
841	339293
842	284056
843	349503
844	278911
901	147119
902	301804

903	301804
904	266747
905	353600
905	360819
906	242907
907	329560
908	329276
909	330318
910	320624
911	429187
912	347810
914	387273
915	301804
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918	169559
919	429607
920	301804
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922	287185
923	422800
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925	175482
926	328409
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926	295039
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929	298182
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931	406647
932	412436
933	423253
934	167619
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936	386118
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938	283488
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943	423254
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1010	417593
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1013	379770
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1124	300876
1125	220400
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1127	315512
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Commercial Area No. 104	301804
Commercial Area No. 105	301804
Commercial Area No. 200	301804
Commercial Area No. 201	301804
Commercial Area No. 202	301804
Commercial Area No. 203	301804
Commercial Area No. 204	301804
Commercial Area No. 205	301804

Commercial Area No. 50	301804
Garage Area No. 1	301804
Sky-Room 30	301804
Storage Areas Nos. 300-A to 300-W	301804
Storage Areas Nos. 350-A to 350-W	301804

TITLE GUARANTY OF HAWAII
INCORPORATED
HONOLULU, HAWAII

2429786 R AMERICAN TR CO HAW INC TR

DATE OF RECORDING : DECEMBER 31, 1997

DESCRIPTION : DECLN 330338

DOCUMENT TYPE : AM BYLAWS

TCT NO. : 301804

TITLE GUARANTY OF HAWAII, INCORPORATED

HEREBY CERTIFIES THAT THIS IS A TRUE COPY

OF THE ORIGINAL DOCUMENT RECORDED AS

FILE 244079

LAND COURT DOCUMENT NO. 2429786

AND NOTED ON TRANSFER CERTIFICATE

OF TITLE NO. 301804

ON DECEMBER 31, 1997 AT 8:01 A.M.

BY: 

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

MILTON M. MOTOOKA
LOVE YAMAMOTO & MOTOOKA
Suite 2350, Pacific Tower
1001 Bishop Street
Honolulu, Hawaii 96813
Tel. No. 531-1384

FIRST AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF
THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING

WHEREAS, by that certain "Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI, INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A,

Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building ("Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference (hereinafter called the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration"), was filed as aforesaid as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The By-Laws Of The Association Of Apartment Owners Of Ilikai Apartment Building (the "Restated By-Laws"), was filed as aforesaid as Land Court Document No. 2158835 and noted on the Transfer Certificates of Title referenced therein;

NOW THEREFORE, more than 65 percent of all apartment owners of the project having given their written consent pursuant to Section 514-82(b) of the Hawaii Revised Statutes, the Restated By-Laws are hereby amended as follows:

1. A new subsection (n) shall be added to Article III, Section 5, to read as follows:

(n) The Board at any time may incorporate the Association as a non-profit corporation under the laws of the State of Hawaii. The incorporated Association shall exercise and enforce all the rights, powers, obligations, and duties of both the Association and a non-profit corporation in Hawaii. Except as required by law: (1) the formation of the corporation shall not alter the provisions of the Declaration or By-Laws; and (2) the Association's Articles of Incorporation shall be subordinate to and controlled by both of those documents. The incorporated Association shall take no action in violation of Chapter 514A, Hawaii Revised

Statutes. The Board shall adopt the existing By-Laws the Association, as amended, as the first By-Laws of the incorporated Association.

In all other respects, the Restated Declaration and Restated By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendment was adopted by the written consent of more than 65 percent of the members of the Association. This First Amendment Of The First Restatement Of The By-Laws Of The Association Of Apartment Owners Of Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "1" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ____ day of _____, 199__.

ASSOCIATION OF APARTMENT
OWNERS OF ILIKAI APARTMENT BUILDING

By *Kumalo L. Apuice*
As VICE PRESIDENT

By *James J. Bolini*
As Treasurer

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

On this 10th day of SEPTEMBER, 1997, before me appeared KENNETH L. SPENCE, to me known, who, being by me duly sworn, did say that HE is the VICE PRESIDENT of the ASSOCIATION OF OWNERS OF THE ILIKAI APARTMENT BUILDING, an unincorporated association; that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said VICE PRESIDENT acknowledged that HE executed said instrument as the free act and deed of the ASSOCIATION OF OWNERS OF THE ILIKAI APARTMENT BUILDING.

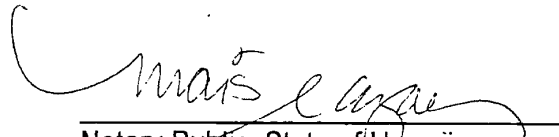

Notary Public, State of Hawaii

My commission expires: 07-12-98

s.s.

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

On this 10th day of SEPTEMBER, 1997, before me appeared
JAMES F. DOLAN, to me known, who, being by me
duly sworn, did say that HE is the TREASURER of
the ASSOCIATION OF OWNERS OF THE ILIKAI APARTMENT BUILDING, an
unincorporated association; that said Association has no seal, and that said instrument
was executed on behalf of said Association by authority of its Board of Directors and
said TREASURER acknowledged that HE executed
said instrument as the free act and deed of the ASSOCIATION OF OWNERS OF THE
ILIKAI APARTMENT BUILDING.



Notary Public, State of Hawaii

My commission expires: 07.12.98

<S.

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
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301	301804	407	473373
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303	301804	409	98081
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306	301804	412	301804
307	301804	413	183443
308	301804	414	301804
309	98079	415	301804
325	98080	416	301804
310	460584	417	301804
311	301804	418	301804
312	301804	419	408538
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317	301804	424	301804
318	301804	425	496815
319	301804	426	97679
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321	301804	428	301804
322	301804	429	301804
323	301804	430	186857
324	301804	431	159276
326	272335	432	301804
327	301804	433	490329
328	301804	434	301804
329	301804	435	490093
330	301804	436	479609
331	301804	437	293137
332	301804	438	484308
333	301804	439	360063
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337	301804	443	244794
338	301804	444	344674
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341	301804	502	496991
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343	481793	504	468150
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402	301804	507	171789
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404	301804	509	344576
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<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
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515	301804	620	458373
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517	147036	622	442567
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521	454021	626	467503
522	301804	627	357587
523	301804	628	301804
524	301804	629	335575
525	429088	630	301804
526	287363	631	342385
527	289579	632	423176
528	301804	633	393519
529	492309	633	401197
530	301804	634	321991
531	320009	635	403725
532	301804	636	301804
533	460222	637	336520
534	301804	638	301804
535	414329	639	289413
536	301804	640	471394
537	355073	641	431577
538	301804	642	461695
539	407474	643	439505
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542	453077	701	389389
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725	434574	831	301804
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729	270961	834	474869
730	393679	835	464000
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732	306170	837	339649
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735	288548	839	398359
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740	301804	844	278911
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809	495782	911	485538
810	187592	912	347810
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812	258184	915	301804
813	462040	916	463411
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825	404380	926	328409
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		930	433841
		931	406647

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
932	412436	1036	426279
933	423253	1037	445972
934	167619	1038	381849
935	233656	1039	457816
936	483246	1040	301804
937	310034	1041	244167
938	283488	1042	475570
939	459469	1044	403706
940	485978	1101	385542
941	366665	1102	117880
942	301804	1103	301804
943	423254	1104	181464
944	294344	1105	240319
1001	335045	1106	207606
1002	483757	1108	430241
1003	491500	1109	301525
1004	490230	1110	305082
1005	154680	1111	301804
1005	383906	1112	301804
1006	364601	1113	492779
1007	392770	1114	458705
1008	189961	1115	203557
1009	457763	1117	417025
1010	417593	1118	389594
1011	301804	1119	413386
1012	301804	1120	301804
1013	379770	1121	299212
1014	301804	1122	367854
1015	348436	1123	494385
1016	116064	1124	300876
1017	457993	1125	463526
1018	372236	1126	270993
1019	147147	1127	315512
1020	301039	1128	400848
1021	382514	1129	335200
1022	381494	1130	476809
1023	301804	1131	473372
1024	301804	1132	340152
1025	433241	1133	356779
1026	366445	1134	468965
1027	477268	1135	368509
1028	332615	1135	355808
1029	352240	1136	384096
1030	382511	1137	488652
1031	286706	1138	335579
1032	475414		
1033	297420		
1034	457096		
1035	475866		

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
1139	375077	1301	301804
1140	159250	1302	244152
1141	325061	1303	301804
1142	375690	1304	339573
1143	233261	1305	301804
1144	403969	1306	300302
1201	491750	1307	379734
1202	371737	1308	102614
1203	328345	1309	153428
1204	360589	1310	483424
1205	460734	1311	301804
1206	329818	1312	362417
1207	226183	1313	174627
1208	410786	1313	431391
1209	258511	1314	439597
1210	441233	1315	365888
1211	301804	1316	195652
1212	403707	1317	301804
1213	301804	1319	403149
1214	438490	1321	439953
1215	301804	1322	483425
1216	457095	1323	434519
1217	407699	1325	297600
1218	263065	1326	207628
1219	294778	1327	333652
1220	198749	1328	301804
1221	297576	1329	434197
1222	481457	1330	301804
1223	311196	1331	483685
1224	97703	1333	375689
1225	294757	1334	474012
1226	324354	1335	309000
1226	343737	1336	301738
1227	342254	1337	223607
1228	427225	1338	475672
1229	302352	1339	297241
1230	473931	1340	165549
1231	293044	1341	456272
1232	301804	1342	309159
1233	399410	1343	369785
1234	301804	1344	180463
1235	301804	1401	301804
1236	301804	1402	301804
1237	348418	1403	382671
1238	223476	1404	301804
1239	396385	1405	223331
1240	190416	1406	487052
1242	146512	1407	342897
1243	378249	1408	301804
1244	483758	1409	485501
		1410	334926

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
1411 ✓	460893 ✓	1513	301804
1412	301804	1514	333168
1413	333121	1515	301804
1414	301804	1516	117862
1415	301804	1517	162504
1416 ✓	301804 ✓	1518 ✓	403708 ✓
1417	359794	1519	394903
1418	474491	1521	194761
1419	355104	1522	301804
1421	479130	1524	250336
1422	314464	1525	382559
1423	341302	1526 ✓	495278 ✓
1424	457125	1527 ✓	498547 ✓
1425	479979	1528	167563
1426	282094	1529	320972
1427	335582	1530	360025
1428	143592	1532	442749
1429	379082	1533	223909
1429	291109	1534	436906
1430	463192	1535	401745
1431	131236	1536	412605
1434 ✓	492102 ✓	1537	301804
1435	330124	1538	306646
1436 & 612 ✓	426581 ✓	1539	301804
1437	467620	1540	180405
1438	154966	1541	259301
1439	164109	1542	473096
1440	164108	1543	336464
1441	467876	1544	238665
1442	479254	1601	301804
1443	240373	1602	301804
1444	482912	1603	309136
1501	280603	1604	451043
1502 ✓	484636 ✓	1607	301804
1503	301939	1608	301804
1504	308455	1609	254093
1505	186169	1610	232950
1506	184940	1611	301804
1506	331759		
1506	447672	1613	312845
1507	456087	1614	373671
1508	456587	1615	301804
1509	196007	1616	478450
1510	140341	1617	394464
1511	433205	1617	116375
1512	312867 ✓	1618	240600
1512	242802	1619	467791
		1621	301804
		1622	377373
		1622	377372
		1623	116378

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
1624	301804	1731	301804
1625	230738	1732	301804
1626	422793	1733	491962
1626	256426	1734	301804
1627	302426	1735	170982
1628	301804	1736	270640
1629	301804	1737	450180
1630	301804	1738	314583
1631	234785	1739	323064
1634	319843	1740	328645
1635	499180	1741	397804
1636	301804	1742	465246
1637	334158	1743	298275
1638	301804	1743	486131
1639	354412	1744	357541
1640	301804	1801	349600
1641	402076	1802	301804
1642	280112	1803	335085
1643	486310	1804	461112
1644	355801	1805	375184
1701	301804	1806	320952
1702	222061	1807	301804
1703	301804	1808	424092
1704	97522	1809	303359
1705	439438	1810	406533
1706	476933	1811	301804
1707	481637	1812	301804
1708	255167	1813	301804
1709	385524	1814	301804
1710	280420	1815	301804
1711	147190	1816	492562
1712	301804	1817	434641
1713	301804	1818	301804
1714	301804	1819	370977
1715	301804	1820	301804
1716	301804	1821	472119
1717	147193	1822	343617
1718	301804	1823	301804
1719	499564	1825	193149
1720	301804	1827	482700
1721	293142	1828	301804
1722	301804	1829	237869
1723	304306	1830	301804
1724	384736	1831	392856
1725	484674	1833	479508
1726	467032	1834	455576
1727	301804	1835	443221
1728	301804	1836	220693
1729	203423	1837	258013
1730	301804	1838	469162

<u>APARTMENT #</u>	<u>TCT#</u>	<u>APARTMENT #</u>	<u>TCT #</u>
1839	479481	1943	465585
1840	209579	1944	463419
1840	209581	2001	301804
1840	209580	2002	301804
1840	209582	2003	301804
1840	209583	2004	301804
1842	323216	2005	301804
1843	310390	2006	301804
1844	297129	2007	301804
1883	251480	2008	406773
1901	399237	2009	324025
1902	369898	2010	240160
1903	419102	2011	301804
1904	233389	2012	301804
1905	163564	2013	301804
1906	481118	2014	301804
1907	116386	2015	301804
1908	301804	2016	301804
1909	320996	2017	301804
1910	198995	2018	498210
1911	301804	2019	122030
1912	301804	2020	301804
1913	147029	2021	472922
1914	301804	2022	301804
1915	460877	2024	406592
1916	301804	2025	285172
1917	425645	2026	166060
1918	154304	2027	301804
1918	400936	2028	301804
1919	421049	2029	301804
1920	489195	2030	301804
1921	364792	2031	301804
1922	294095	2032	301804
1923	301804	2033	301804
1924	323025	2034	301804
1925	406921	2035	247614
1926	460833	2036	148243
1927	301804	2037	168902
1928	173957	2038	372626
1929	484049	2039	301804
1930	301804	2040	359129
1931	487007	2043	377853
1935	376149	2044	377854
1936	97724	2101	301804
1937	167226	2102	301804
1938	471558	2103	301804
1939	264345	2104	301804
1940	467857	2105	301804
1941	146296	2106	301804
1942	449540	2107	301804
		2108	223266
		2109	420866

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
2110	213470	2215	301804
2111	301804	2216	301804
2112	301804	2217	301804
2113	301804	2218	301804
2114	301804	2219	301804
2115	301804	2220	301804
2116	301804	2221	301804
2117	301804	2222	301804
2118	301804	2223	301804
2119	301804	2224	301804
2120	353891	2225	301804
2121	301804	2226	301804
2122	326972	2227	301804
2123	301804	2228	301804
2124	301804	2229	301804
2125	361726	2230	301804
2126	477791	2231	301804
2127	301804	2232	301804
2128	301804	2233	301804
2129	301804	2234	301804
2130	301804	2235	301804
2131	301804	2236	301804
2132	301804	2237	301804
2133	353848	2238	301804
2133	297530	2239	301804
2134	361592	2240	301804
2135	314298	2241	301804
2136	358939	2242	301804
2137	387087	2243	301804
2138	356597	2244	301804
2139	301804	2301	301804
2140	453814	2302	301804
2141	296211	2303	301804
2142	384962	2304	301804
2143	292654	2305	301804
2144	421641	2306	301804
2201	301804	2307	301804
2202	301804	2308	301804
2203	301804	2309	301804
2204	301804	2310	301804
2205	301804	2311	301804
2206	301804	2312	301804
2207	301804	2313	301804
2208	301804	2314	301804
2209	301804	2315	301804
2210	301804	2316	301804
2211	301804	2317	301804
2212	301804	2318	301804
2213	301804	2319	301804
2214	301804	2320	301804
2215	301804	2321	301804

<u>APARTMENT #</u>	<u>TCT #</u>	<u>APARTMENT #</u>	<u>TCT #</u>
2322	301804	2431	301804
2323	301804	2432	301804
2324	301804	2433	301804
2325	301804	2434	301804
2326	301804	2435	301804
2327	301804	2436	301804
2328	301804	2437	301804
2329	301804	2438	301804
2330	301804	2439	301804
2331	301804	2440	301804
2333	301804	2441	301804
2334	301804	2442	301804
2335	301804	2443	301804
2336	301804	2444	301804
2337	301804	2501	301804
2338	301804	2502	301804
2339	301804	2503	301804
2340	301804	2504	301804
2341	301804	2505	301804
2343	301804	2506	301804
2344	301804	2507	301804
2401	301804	2508	301804
2402	301804	2509	301804
2403	301804	2510	301804
2404	301804	2511	301804
2405	301804	2512	301804
2406	301804	2513	301804
2407	301804	2514	301804
2408	301804	2515	301804
2409	301804	2516	301804
2410	301804	2517	301804
2411	301804	2518	301804
2412	301804	2519	301804
2413	301804	2520	301804
2414	301804	2521	301804
2415	301804	2522	301804
2416	301804	2523	301804
2417	301804	2524	301804
2418	301804	2525	301804
2419	301804	2526	301804
2420	301804	2527	301804
2421	301804	2528	301804
2422	301804	2529	301804
2423	301804	2530	301804
2424	301804	2531	301804
2425	301804	2532	301804
2426	301804	2533	301804
2427	301804	2534	301804
2428	301804	2535	301804
2429	301804	2536	301804
2430	301804	2537	301804

<u>APARTMENT #</u>	<u>TCT #</u>
2538	301804
2539	301804
2540	301804
2541	301804
2542	301804
2543	301804
2601	468360
2602	495700
2603	301668
2604	464468
2606	200581
2607	356325
2608	477988
2609	213620
2610	465906
2611	473412
2612	339347
2613	339348
Commercial Area No. 101	301804
Commercial Area No. 102	301804
Commercial Area No. 103	301804
Commercial Area No. 104	301804
Commercial Area No. 105	301804
Commercial Area No. 200	301804
Commercial Area No. 201	301804
Commercial Area No. 202	301804
Commercial Area No. 203	301804
Commercial Area No. 204	301804
Commercial Area No. 205	301804
Commercial Area No. 50	301804
Garage Area No. 1	301804
Sky-Room 30	301804
Storage Areas Nos. 300-A to 300-W	301804
Storage Areas Nos. 350-A to 350-W	301804

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was
recorded as follows:

DOCUMENT NO. 2734838

DATE 9-5-01 TIME

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

LOVE YAMAMOTO & MOTOOKA
MILTON M. MOTOOKA
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813
Tel. No. 532-7900

SECOND AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE
ASSOCIATION OF APARTMENT OWNERS OF THE ILIKAI APARTMENT BUILDING

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building (the "Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference (hereinafter called the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The By-Laws Of The Association Of Apartment Owners Of Ilikai Apartment Building (the "Restated By-Laws"), was filed as aforesaid as Land Court Document No. 2158835 and noted on the Transfer Certificates of Title referenced therein;

NOW THEREFORE, more than 65 percent of all apartment owners of the project having given their written consent pursuant to Section 514A-82(b) of the Hawaii Revised Statutes, the Restated By-Laws, as amended, are hereby further amended as follows:

1. A new subsection (o) shall be added to Article III, Section 5 of the Restated By-Laws, to read as follows:

(o) To expend Association funds up to \$25,000 in any one calendar year on activities, which, in the judgment of the Board are deemed vital for the preservation, enhancement and/or protection of the interests of the Association and the owners of the condominium units, including, but no limited to, the protection of the value of the apartments in the Ilikai Apartment Building. Any expenditure of Association funds exceeding \$25,000 in any one calendar year for such activities may be made by the Board only after obtaining the vote or written consent of the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interest.

In all other respects, the Restated By-Laws, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the written consent of more than sixty-five percent (65%) of the members of the Association. The Second Amendment Of The First Restatement Of The By-Laws Of The Association Of Apartment Owners Of The Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "1" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of AUGUST, 2001.

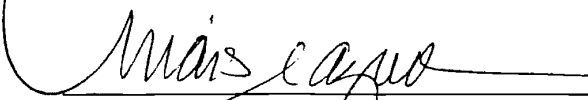
ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI APARTMENT BUILDING

By Alan K. Cavell
Its Vice President

By James J. Dolan
Its Treasurer

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

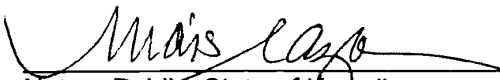
On this 3RD day of AUGUST, 2001, before me appeared ALAN K. CAMERON, to be personally known, who being by me duly sworn, did say HE is the VICE PRESIDENT of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.


Notary Public, State of Hawaii
Printed Name: MARCIA E. AZAMA
My commission expires: 07/12/02

LS.

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

On this 3RD day of AUGUST, 2001, before me appeared JAMES F. DOLIM, to be personally known, who being by me duly sworn, did say HE is the TREASURER of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.


Notary Public, State of Hawaii
Printed Name: MARCIA E. AZAMA
My commission expires: 07/12/02

LS.

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
301	548458	402	548458
302	548458	403	548458
303	548458	404	548458
304	548458	405	273001
305	548458	405	273000
306	548458	406	548458
307	548458	407	473373
308	548458	408	548458
309	98079	409	98081
310	460584	410	565779
311	548458	411	548458
312	548458	412	548458
313	548458	413	183443
314	548458	414	548458
315	548458	415	548458
316	548458	416	548458
317	548458	417	548458
318	548458	418	548458
319	548458	419	502337
320	548458	420	548458
321	548458	421	188072
322	548458	422	548458
323	548458	423	147029
324	548458	424	548458
325	98080	425	496815
326	272335	426	508133
327	548458	427	548458
328	548458	428	548458
329	548458	429	548458
330	548458	430	186857
331	548458	431	159276
332	548458	432	548458
333	548458	433	490329
334	548458	434	548458
335	548458	435	490093
336	548458	436	531035
337	548458	437	293137
338	548458	438	568355
339	548458	439	537719
340	548458	440	573486
341	548458	441	261916
342	548458	442	548458
343	481793	443	244794
344	524914	444	514457
401	392738	501	489846

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
502	496991	604	565212
503	548458	605	223395
504	468150	606	548458
505	156361	607	548458
506	543664	608 & 1612	486500
507	537314	609	272043
508	163076	609	369211
509	548651	610	319885
510	247943	611	187504
511	548458	613	165282
512	548458	614	462527
513	193264	615	548458
514	548458	616	486308
515	548458	617	365887
516	548458	618	558618
517	147036	619	548458
518	548458	620	529276
519	548458	621	147049
520	548458	622	442567
521	454021	623	342905
522	548458	624	397637
523	548458	625	198093
524	548458	626	467503
525	553057	627	538491
526	287363	628	548458
527	289579	629	543664
528	548458	630	548458
529	492309	631	544500
530	548458	632	423176
531	320009	633	393519
532	548458	633	401197
533	460222	644	321991
534	548458	635	555220
535	414329	636	548458
536	548458	637	336520
537	355073	638	548458
538	548458	639	535036
539	540962	640	471394
540	548458	641	431577
542	453077	642	461695
543	452884	643	500988
544	452885	644	444340
601	482100	701	545051
602	515244	702	389275
603	414760	703	317988

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
704	549847	807	548458
706	329840	808	464001
707	384776	809	495782
708	549075	810	187592
709	351133	811	548458
710	533749	812	516595
711	438452	813	462040
712	498550	814	310646
713	474883	815	167274
714	562233	816	548458
715	548458	817	548458
716	552971	818	117873
717	548458	819	548458
718	577185	820	548458
719	427313	821	409203
720	494918	822	526032
721	548458	823	359043
722	409424	824	406870
723	548458	825	404380
724	311548	827	384366
725	495443	828	548458
725	449443	829	548458
726	482507	830	548458
727	578144	831	548458
728	570716	832	120409
729	270961	833	554637
730	393679	834	474869
731	386944	835	464000
732	306170	836	412523
733	459503	837	339649
735	516327	838	418947
736	332765	839	525341
737	491677	840	548458
738	358726	841	339293
739	535586	842	553115
740	548458	843	482721
741	456088	844	278911
742	416549	901	147119
743	259013	902	548458
744	578074	903	548458
801	487649	904	503401
802	437316	905	353600
803	487645	906	457508
804	437317	907	531508
806	437315	908	329276

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
909	330318	1009	574613
910	320624	1010	417593
911	557840	1011	548458
912	347810	1012	548458
913	548458	1013	379770
914	543832	1014	548458
915	548458	1015	348436
916	463411	1016	116064
917	413201	1017	457993
918	441131	1018	372236
919	542208	1019	147147
920	548458	1020	301039
921	548458	1021	382514
922	287185	1022	532334
923	422800	1023	548458
924	272761	1024	548458
925	554406	1025	433241
926	543672	1026	366445
927	262305	1027	477268
928	302097	1028	332615
929	521230	1029	352240
930	433841	1030	382511
931	406647	1031	286706
932	412436	1032	475414
933	423253	1033	297420
934	512624	1034	457096
935	233656	1035	502608
936	483246	1036	538468
937	518404	1037	445972
938	283488	1038	381849
939	459469	1039	457816
940	542661	1040	548458
941	366665	1041	244167
942	548458	1042	475570
943	423254	1044	403706
944	294344	1101	572015
1001	335045	1102	117880
1002	544401	1103	548458
1003	491500	1104	181464
1004	490230	1105	240319
1005	154680	1106	207606
1005	383906	1108	430241
1006	364601	1109	301525
1007	392770	1110	305082
1008	189961	1111	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1112	548458	1214	438490
1113	566694	1215	548458
1114	570160	1216	457095
1115	203557	1217	407699
1117	417025	1218	263065
1118	389594	1219	294778
1119	413386	1220	198749
1120	548458	1221	297576
1121	299212	1222	481457
1122	367854	1223	311196
1123	555865	1224	97703
1124	300876	1225	294757
1125	463526	1226	343737
1126	270993	1227	342254
1127	502700	1228	556941
1128	400848	1229	528635
1129	335200	1230	473931
1130	476809	1231	293044
1131	473372	1232	548458
1132	340152	1233	399410
1133	356779	1234	548458
1134	468965	1235	548458
1135	530726	1236	548458
1136	532437	1237	530540
1137	542050	1238	223476
1138	543664	1239	396385
1139	565932	1240	190416
1140	159250	1242	146512
1141	325061	1243	534611
1142	375690	1244	483758
1143	233261	1301	548458
1144	403969	1302	244152
1201	569197	1303	548458
1202	371737	1304	339573
1203	502250	1305	548458
1204	360589	1306	536811
1205	575055	1307	379734
1206	511260	1308	102614
1207	226183	1309	153428
1208	410786	1310	483424
1209	258511	1311	548458
1210	530641	1312	362417
1211	548458	1313	431391
1212	403707	1314	439597
1213	548458	1315	365888

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1316	195652	1422	314464
1317	548458	1423	341302
1319	403149	1424	457125
1321	547079	1425	479979
1322	510086	1426	282094
1323	543939	1427	543664
1325	297600	1428	143592
1326	207628	1429	379082
1327	333652	1429	291109
1328	548458	1430	463192
1329	434197	1431	131236
1330	548458	1434	492102
1331	564315	1435	330124
1333	375689	1436 & 612	426581
1334	474012	1437	467620
1335	309000	1438	527105
1336	301738	1439	164109
1337	574108	1440	164108
1338	475672	1441	537884
1339	538338	1442	479254
1340	165549	1443	538991
1341	545826	1444	482912
1342	309159	1501	280603
1343	369785	1502	484636
1344	180463	1503	301939
1401	548458	1504	308455
1402	548458	1505	186169
1403	547481	1506	447672
1404	548458	1507 & 1605	456087
1405	223331	1508	575830
1406	487052	1509	550109
1407	510709	1510	541831
1408	548458	1511	433205
1409	485501	1512	312867
1410	334926	1512	242802
1411	528939	1513	548458
1412	548458	1514	333168
1413	333121	1515	548458
1414	548458	1516	524951
1415	548458	1517	556171
1416	548458	1518	403708
1417	359794	1519	394903
1418	518927	1521	194761
1419	355104	1522	548458
1421	479130	1524	250336

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1525	382559	1631	558143
1526	495278	1634	526956
1527	542051	1635	564938
1528	567327	1636	548458
1529	320972	1637	334158
1530	360025	1638	548458
1532	442749	1639	354412
1533	223909	1640	548458
1534	436906	1641	402076
1535	542992	1642	280112
1536	412605	1643	539109
1537	548458	1644	355801
1538	306646	1701	548458
1539	301804	1702	222061
1540	556458	1703	548458
1541	521983	1704	97522
1542	551176	1705	439438
1543	501483	1706	476933
1544	238665	1707	481637
1601	548458	1708	255167
1602	548458	1709	385524
1603	577398	1710	280420
1604	451043	1711	537838
1607	548458	1712	548458
1608	548458	1713	548458
1609	254093	1714	548458
1610	520785	1715	548458
1611	548458	1716	548458
1613	540364	1717	147193
1614	545546	1718	548458
1615	548458	1719	4995641
1616	478450	1720	548458
1617	394464	1721	293142
1618	573790	1722	548458
1619	467791	1723	552674
1621	548458	1724	531934
1622	377373	1725	484674
1623	515894	1726	535090
1624	548458	1727	548458
1625	230738	1728	548458
1626	422793	1729	203423
1627	302486	1730	548458
1628	548458	1731	548458
1629	548458	1732	548458
1630	548458	1733	491962

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1734	548458	1837	258013
1735	170982	1838	563902
1736	270640	1839	479481
1737	450180	1840	209579
1738	314583	1840	209581
1739	323064	1840	209580
1740	538933	1840	209582
1741	397804	1840	209583
1742	554705	1842	580376
1743	486131	1843	310390
1744	557392	1844	297129
1801	573075	1901	399237
1802	548458	1902	526009
1803	335085	1903	419102
1804	562627	1904	233389
1805	578080	1905	163564
1806	320952	1906	481118
1807	548458	1907	116386
1808	424092	1908	548458
1809	303359	1909	550283
1810	406533	1910	198995
1811	548458	1911	548458
1812	548458	1912	548458
1813	548458	1913	147209
1814	548458	1914	548458
1815	548458	1915	460877
1816	492562	1916	548458
1817	434641	1917	425645
1818	548458	1918	556236
1819	506340	1919	579210
1820	548458	1920	489195
1821	472119	1921	364792
1822	343617	1922	294095
1823	548458	1923	548458
1825	193149	1924	512433
1826	534350	1925	406921
1827	566597	1926	547764
1828	548458	1927	548458
1829	237869	1928	173957
1830	548458	1929	484049
1831	392856	1930	548458
1833	479508	1931	487007
1834	455576	1935	554436
1835	443221	1936	553325
1836	220693	1937	167226

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1938	471558	2039	548458
1939	264345	2040	508894
1940	467857	2043	377853
1941	146296	2044	377854
1942	449540	2101	548458
1943	465585	2102	548458
1944	463419	2103	548458
2001	548458	2104	548458
2002	548458	2105	548458
2003	548458	2106	548458
2004	548458	2107	548458
2005	548458	2108	223266
2006	548458	2109	420866
2007	548458	2110	213470
2008	406773	2111	548458
2009	507482	2112	548458
2010	240160	2113	548458
2011	548458	2114	548458
2012	548458	2115	548458
2013	548458	2116	548458
2014	548458	2117	548458
2015	548458	2118	548458
2016	548458	2119	548458
2017	548458	2120	353891
2018	532092	2121	548458
2019	509513	2122	326972
2020	548458	2123	548458
2021	526954	2124	548458
2022	548458	2125	361726
2023	526954	2126	477991
2024	406592	2127	548458
2025	285172	2128	548458
2026	166060	2129	548458
2027	548458	2130	548458
2028	548458	2131	548458
2029	548458	2132	548458
2030	548458	2133	526955
2031	548458	2133	297530
2032	548458	2134	361592
2033	548458	2135	314298
2034	548458	2136	358939
2035	247614	2137	580527
2036	566436	2138	356597
2037	522463	2139	548458
2038	518589	2140	453814

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2141	507586	2242	548458
2142	384962	2243	548458
2143	292654	2244	548458
2144	421641	2301	548458
2201	548458	2302	548458
2202	548458	2303	548458
2203	548458	2304	548458
2204	548458	2305	548458
2205	548458	2306	548458
2206	548458	2307	548458
2207	548458	2308	548458
2208	548458	2309	548458
2209	548458	2310	548458
2210	548458	2311	548458
2211	548458	2312	548458
2212	548458	2313	548458
2213	548458	2314	548458
2214	548458	2315	548458
2215	548458	2316	548458
2216	548458	2317	548458
2217	548458	2318	548458
2218	548458	2319	548458
2219	548458	2320	548458
2220	548458	2321	548458
2221	548458	2322	548458
2222	548458	2323	548458
2223	548458	2324	548458
2224	548458	2325	548458
2225	548458	2326	548458
2226	548458	2327	548458
2227	548458	2328	548458
2228	548458	2329	548458
2229	548458	2330	548458
2230	548458	2331	548458
2231	548458	2332	548458
2232	548458	2333	548458
2233	548458	2334	548458
2234	548458	2335	548458
2235	548458	2336	548458
2236	548458	2337	548458
2237	548458	2338	548458
2238	548458	2339	548458
2239	548458	2340	548458
2240	548458	2341	548458
2241	548458	2342	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2343	548458	2444	548458
2344	548458	2501	548458
2401	548458	2502	548458
2402	548458	2503	548458
2403	548458	2504	548458
2404	548458	2505	548458
2405	548458	2506	548458
2406	548458	2507	548458
2407	548458	2508	548458
2408	548458	2509	548458
2409	548458	2510	548458
2410	548458	2511	548458
2411	548458	2512	548458
2412	548458	2513	548458
2413	548458	2514	548458
2414	548458	2515	548458
2415	548458	2516	548458
2416	548458	2517	548458
2417	548458	2518	548458
2418	548458	2519	548458
2419	548458	2520	548458
2420	548458	2521	548458
2421	548458	2522	548458
2422	548458	2523	548458
2423	548458	2524	548458
2424	548458	2525	548458
2425	548458	2526	548458
2426	548458	2527	548458
2427	548458	2528	548458
2428	548458	2529	548458
2429	548458	2530	548458
2430	548458	2531	548458
2431	548458	2532	548458
2432	548458	2533	548458
2433	548458	2534	548458
2434	548458	2535	548458
2435	548458	2536	548458
2436	548458	2537	548458
2437	548458	2538	548458
2438	548458	2539	548458
2439	548458	2540	548458
2440	548458	2541	548458
2441	548458	2542	548458
2442	548458	2543	548458
2443	548458	2544	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2601	562724		
2602	520824		
2603	301668		
2604	464468		
2605	377372		
2606	579170		
2607	356325		
2608	477988		
2609	213620		
2610	465906		
2611	473412		
2612	339347		
2613	339348		
Commercial Area No. 101	548458		
Commercial Area No. 102	548458		
Commercial Area No. 103	548458		
Commercial Area No. 104	548458		
Commercial Area No. 105	548458		
Commercial Area No. 200	548458		
Commercial Area No. 201	548458		
Commercial Area No. 202	548458		
Commercial Area No. 203	548458		
Commercial Area No. 204	548458		
Commercial Area No. 205	548458		
Commercial Area No. 50	548458		
Garage Area No. 1	548458		
Sky-Room 30	548458		
Storage Areas Nos 300-A to 300-W	548458		
Storage Areas Nos. 350-A to 350-W	548458		

POSTAL NO. 2849302
DATE 10-10-02

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

LOVE YAMAMOTO & MOTOOKA
MILTON M. MOTOOKA
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813
Tel. No. 532-7900

THIRD AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE
ASSOCIATION OF APARTMENT OWNERS OF THE ILIKAI APARTMENT BUILDING

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building (the "Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference (hereinafter called the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The By-Laws Of The Association Of Apartment Owners Of Ilikai Apartment Building (the "Restated By-Laws"), was filed as aforesaid as Land Court Document No. 2158835 and noted on the Transfer Certificates of Title referenced therein;

NOW THEREFORE, more than 65 percent of all apartment owners of the project having given their written consent pursuant to Section 514A-82(b) of the Hawaii Revised Statutes, the Restated By-Laws, as amended, are hereby further amended as follows:

1. A new subparagraph (x) shall be added to Article VI, Section 1(f) of the Restated By-Laws, to read as follows:

- (x) Extreme care must be taken to avoid causing any damage to the waterproof membrane on the lanai floors. Installation of any type of floor covering on the lanais is prohibited without the prior written approval of the Board. As a condition to giving its approval to any floor covering request, the Board may require that the apartment owner:

- (1) Execute an indemnification agreement prepared by the Board;
- (2) Pay for any expenses incurred by the Board relating to processing the apartment owner's approval request; and
- (3) Perform any and all requirements set forth by the Board relating to the apartment owner's approval request.

Approval by the Board of any such request shall be deemed to include an agreement by the apartment owner to defend, indemnify and forever hold harmless the Association, the Board, directors, officers, employees and agents (collectively "Releasees") from and on account of any and all claims, demands, or actions that have been made or may be made and brought against Releasees after approval of any such request, relating in any way to any damages sustained or claims by the apartment owner relating to any such lanai floor covering, including the cost for any future removal and reinstallation of any such lanai floor covering should it become necessary for the Association to waterproof the lanai surface or perform any work on the lanai floors in the future which requires the removal of the lanai floor covering. The cost of removal and installation of any such lanai floor covering shall be at the apartment owner's sole expense.

In all other respects, the Restated By-Laws, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the written consent of more than sixty-five percent (65%) of the members of the Association. The Third Amendment Of The First Restatement Of The By-Laws Of The Association Of Apartment Owners Of The Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "1" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument
this 24 day of September, 2002.

ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI APARTMENT BUILDING

By Alan K Cambria
Its President

By Edmond West
Its Secretary

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

On this 24th day of SEPTEMBER, 2002, before me appeared ALAN K. CAMERON, to be personally known, who being by me duly sworn, did say HE is the PRESIDENT of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.

Notary Public, State of Hawaii
Printed Name: TERRY M. POLAND
My commission expires: 8/22/03

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

On this 24th day of SEPTEMBER, 2002, before me appeared LAWONNE M. WEST, to be personally known, who being by me duly sworn, did say SHE is the SECRETARY of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that SHE executed the same as the free act and deed of said Association. Said Association has no seal.

Notary Public, State of Hawaii
Printed Name: TERRY M. POLAND
My commission expires: 8/22/03

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
301	548458	402	548458
302	548458	403	548458
303	548458	404	548458
304	548458	405	273001
305	548458	405	273000
306	548458	406	548458
307	548458	407	473373
308	548458	408	548458
309	98079	409	98081
310	460584	410	565779
311	548458	411	548458
312	548458	412	548458
313	548458	413	183443
314	548458	414	548458
315	548458	415	548458
316	548458	416	548458
317	548458	417	548458
318	548458	418	548458
319	548458	419	502337
320	548458	420	548458
321	548458	421	188072
322	548458	422	548458
323	548458	423	147029
324	548458	424	548458
325	98080	425	496815
326	272335	426	508133
327	548458	427	548458
328	548458	428	548458
329	548458	429	548458
330	548458	430	581131
331	548458	431	159276
332	548458	432	548458
333	548458	433	490329
334	548458	434	548458
335	548458	435	490093
336	548458	436	531035
337	548458	437	293137
338	548458	438	568355
339	548458	439	537719
340	548458	440	573486
341	548458	441	261916
342	548458	442	548458
343	481793	443	244794
344	524914	444	514457
401	392738	501	489846

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
502	496991	604	565212
503	548458	605	223395
504	468150	606	548458
505	156361	607	548458
506	543664	608 & 1612	486500
507	537314	609	272043
508	163076	609	369211
509	548651	610	319885
510	247943	611	187504
511	548458	613	551590
512	548458	614	462527
513	193264	615	548458
514	548458	616	486308
515	548458	617	365887
516	548458	618	558618
517	147036	619	548458
518	548458	620	529276
519	548458	621	147049
520	548458	622	442567
521	454021	623	342905
522	548458	624	397637
523	548458	625	198093
524	548458	626	467503
525	553057	627	538491
526	287363	628	548458
527	289579	629	543664
528	548458	630	548458
529	492309	631	544500
530	548458	632	423176
531	320009	633	393519
532	548458	633	401197
533	460222	644	574775
534	548458	635	555220
535	414329	636	548458
536	548458	637	336520
537	355073	638	548458
538	548458	639	535036
539	540962	640	471394
540	548458	641	431577
542	453077	642	461695
543	452884	643	500988
544	452885	644	444340
601	492100	701	545051
602	515244	702	389275
603	414760	703	317988

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
704	549847	807	548458
706	329840	808	464001
707	384776	809	495782
708	585489	810	187592
709	351133	811	548458
710	533749	812	516595
711	438452	813	462040
712	498550	814	310646
713	474883	815	167274
714	562233	816	548458
715	548458	817	548458
716	552971	818	117873
717	548458	819	548458
718	577185	820	548458
719	427313	821	409203
720	494918	822	578946
721	548458	823	359043
722	409424	824	406870
723	548458	825	404380
724	311548	827	384366
725	495443	828	548458
725	449443	829	548458
726	578144	830	548458
727	438066	831	548458
728	587252	832	120409
729	270961	833	554637
730	393679	834	474869
731	386944	835	464000
732	306170	836	412523
733	459503	837	339649
735	516327	838	418947
736	332765	839	525341
737	491677	840	548458
738	358726	841	339293
739	535586	842	553115
740	548458	843	482721
741	456088	844	278911
742	416549	901	147119
743	259013	902	548458
744	578074	903	548458
801	487649	904	503401
802	437316	905	353600
803	487645	906	457508
804	437317	907	531508
806	437315	908	329276

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
909	330318	1010	417593
910	320624	1011	548458
911	557840	1012	548458
912	347810	1013	379770
913	548458	1014	548458
914	543832	1015	348436
915	548458	1016	116064
916	463411	1017	457993
917	528683	1018	372236
918	441131	1019	147147
919	542208	1020	301039
920	548458	1021	382514
921	548458	1022	532334
922	287185	1023	548458
923	422800	1024	548458
924	587037	1025	433241
925	554406	1026	589914
926	543672	1027	477268
927	262305	1028	332615
928	302097	1029	352240
929	521230	1030	382511
930	543507	1031	286706
931	406647	1032	475414
932	412436	1033	297420
933	423253	1034	457096
934	512624	1035	502608
935	233656	1036	538468
936	483246	1037	445972
937	518404	1038	381849
938	283488	1039	457816
939	459469	1040	548458
940	542661	1041	244167
941	366665	1042	475570
942	548458	1044	403706
943	423254	1101	572015
944	294344	1102	117880
1001	335045	1103	548458
1002	544401	1104	181464
1003	491500	1105	240319
1004	490230	1106	207606
1005	383906	1108	430241
1006	364601	1109	301525
1007	392770	1110	305082
1008	189961	1111	548458
1009	574613	1112	548458

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1113	566694	1215	548458
1114	570160	1216	457095
1115	203557	1217	407699
1117	417025	1218	263065
1118	583999	1219	294778
1119	413386	1220	198749
1120	548458	1221	297576
1121	299212	1222	481457
1122	367854	1223	311196
1123	555865	1224	97703
1124	300876	1225	294757
1125	463526	1226	343737
1126	270993	1227	342254
1127	502700	1228	556941
1128	400848	1229	528635
1129	335200	1230	473931
1130	476809	1231	293044
1131	473372	1232	548458
1132	340152	1233	399410
1133	356779	1234	548458
1134	468965	1235	548458
1135	530726	1236	548458
1136	532437	1237	530540
1137	542050	1238	223476
1138	543664	1239	396385
1139	565932	1240	190416
1140	159250	1242	146512
1141	325061	1243	534611
1142	375690	1244	483758
1143	233261	1301	548458
1144	403969	1302	244152
1201	569197	1303	548458
1202	371737	1304	339573
1203	502250	1305	548458
1204	360589	1306	536811
1205	575055	1307	379734
1206	511260	1308	102614
1207	226183	1309	153428
1208	410786	1310	483424
1209	258511	1311	548458
1210	590010	1312	362417
1211	548458	1313	431391
1212	403707	1314	439597
1213	548458	1315	365888
1214	438490	1316	195652

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1317	548458	1423	341302
1319	403149	1424	457125
1321	585523	1425	479979
1322	510086	1426	282094
1323	543939	1427	543664
1325	297600	1428	143592
1326	207628	1429	379082
1327	333652	1429	291109
1328	548458	1430	463192
1329	434197	1431	131236
1330	548458	1434	492102
1331	564315	1435	330124
1333	375689	1436 & 612	426581
1334	474012	1437	467620
1335	309000	1438	527105
1336	301738	1439	164109
1337	574108	1440	164108
1338	475672	1441	537884
1339	584727	1442	479254
1340	165549	1443	538991
1341	584017	1444	482912
1342	309159	1501	280603
1343	369785	1502	484636
1344	180463	1503	301939
1401	548458	1504	308455
1402	548458	1505	186169
1403	547481	1506	447672
1404	548458	1507 & 1605	456087
1405	223331	1508	575830
1406	487052	1509	550109
1407	510709	1510	541831
1408	548458	1511	433205
1409	485501	1512	312867
1410	334926	1512	242802
1411	528939	1513	548458
1412	548458	1514	333168
1413	333121	1515	548458
1414	548458	1516	524951
1415	548458	1517	556171
1416	548458	1518	403708
1417	359794	1519	394903
1418	518927	1521	194761
1419	355104	1522	548458
1421	479130	1524	250336
1422	314464	1525	382559

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1526	495278	1634	526956
1527	542051	1635	564938
1528	567327	1636	548458
1529	320972	1637	334158
1530	360025	1638	548458
1532	442749	1639	354412
1533	223909	1640	548458
1534	436906	1641	402076
1535	588655	1642	280112
1536	412605	1643	539109
1537	548458	1644	355801
1538	306646	1701	548458
1539	548858	1702	222061
1540	556458	1703	548458
1541	521983	1704	97522
1542	551176	1705	439438
1543	501483	1706	476933
1544	238665	1707	481637
1601	548458	1708	255167
1602	548458	1709	385524
1603	577398	1710	280420
1604	451043	1711	537838
1607	548458	1712	548458
1608	548458	1713	548458
1609	254093	1714	548458
1610	520785	1715	548458
1611	548458	1716	548458
1613	540364	1717	147193
1614	545546	1718	548458
1615	548458	1719	495641
1616	478450	1720	548458
1617	394464	1721	293142
1618	573790	1722	548458
1619	467791	1723	552674
1621	548458	1724	531934
1622	377373	1725	484674
1623	515894	1726	535090
1624	548458	1727	548458
1625	230738	1728	548458
1626	422793	1729	203423
1627	302426	1730	548458
1628	548458	1731	548458
1629	548458	1732	548458
1630	548458	1733	491962
1631	558143	1734	548458

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1735	170982	1838	563902
1736	270640	1839	479481
1737	450180	1840	209579
1738	314583	1840	209581
1739	323064	1840	209580
1740	538933	1840	209582
1741	397804	1840	209583
1742	554705	1842	580376
1743	486131	1843	310390
1744	557392	1844	297129
1801	573075	1901	399237
1802	548458	1902	526009
1803	335085	1903	419102
1804	562627	1904	233389
1805	578080	1905	163564
1806	320952	1906	481118
1807	548458	1907	116386
1808	424092	1908	548458
1809	303359	1909	550283
1810	406533	1910	198995
1811	548458	1911	548458
1812	548458	1912	548458
1813	548458	1913	147209
1814	548458	1914	548458
1815	548458	1915	589243
1816	492562	1916	548458
1817	434641	1917	425645
1818	548458	1918	556236
1819	506340	1919	579210
1820	548458	1920	489195
1821	472119	1921	364792
1822	343617	1922	294095
1823	548458	1923	548458
1825	193149	1924	512433
1826	534350	1925	406921
1827	566597	1926	547764
1828	548458	1927	548458
1829	237869	1928	173957
1830	548458	1929	484049
1831	392856	1930	548458
1833	479508	1931	487007
1834	455576	1935	554436
1835	443221	1936	553325
1836	220693	1937	167226
1837	258013	1938	471558

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1939	264345	2040	508894
1940	467857	2043	377853
1941	146296	2044	377854
1942	449540	2101	548458
1943	465585	2102	548458
1944	463419	2103	548458
2001	548458	2104	548458
2002	548458	2105	548458
2003	548458	2106	548458
2004	548458	2107	548458
2005	548458	2108	223266
2006	548458	2109	420866
2007	548458	2110	213470
2008	406773	2111	548458
2009	507482	2112	548458
2010	240160	2113	548458
2011	548458	2114	548458
2012	548458	2115	548458
2013	548458	2116	548458
2014	548458	2117	548458
2015	548458	2118	548458
2016	548458	2119	548458
2017	548458	2120	353891
2018	578568	2121	548458
2019	509513	2122	326972
2020	548458	2123	548458
2021	526954	2124	548458
2022	548458	2125	361726
2023	526954	2126	477791
2024	406592	2127	548458
2025	285172	2128	548458
2026	565780	2129	548458
2027	548458	2130	548458
2028	548458	2131	548458
2029	548458	2132	548458
2030	548458	2133	526955
2031	548458	2134	361592
2032	548458	2135	314298
2033	548458	2136	358939
2034	548458	2137	580527
2035	247614	2138	356597
2036	566436	2139	548458
2037	522463	2140	453814
2038	518589	2141	507586
2039	548458	2142	384962

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2143	292654	2244	548458
2144	421641	2301	548458
2201	548458	2302	548458
2202	548458	2303	548458
2203	548458	2304	548458
2204	548458	2305	548458
2205	548458	2306	548458
2206	548458	2307	548458
2207	548458	2308	548458
2208	548458	2309	548458
2209	548458	2310	548458
2210	548458	2311	548458
2211	548458	2312	548458
2212	548458	2313	548458
2213	548458	2314	548458
2214	548458	2315	548458
2215	548458	2316	548458
2216	548458	2317	548458
2217	548458	2318	548458
2218	548458	2319	548458
2219	548458	2320	548458
2220	548458	2321	548458
2221	548458	2322	548458
2222	548458	2323	548458
2223	548458	2324	548458
2224	548458	2325	548458
2225	548458	2326	548458
2226	548458	2327	548458
2227	548458	2328	548458
2228	548458	2329	548458
2229	548458	2330	548458
2230	548458	2331	548458
2231	548458	2332	548458
2232	548458	2333	548458
2233	548458	2334	548458
2234	548458	2335	548458
2235	548458	2336	548458
2236	548458	2337	548458
2237	548458	2338	548458
2238	548458	2339	548458
2239	548458	2340	548458
2240	548458	2341	548458
2241	548458	2342	548458
2242	548458	2343	548458
2243	548458	2344	548458

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2401	548458	2502	548458
2402	548458	2503	548458
2403	548458	2504	548458
2404	548458	2505	548458
2405	548458	2506	548458
2406	548458	2507	548458
2407	548458	2508	548458
2408	548458	2509	548458
2409	548458	2510	548458
2410	548458	2511	548458
2411	548458	2512	548458
2412	548458	2513	548458
2413	548458	2514	548458
2414	548458	2515	548458
2415	548458	2516	548458
2416	548458	2517	548458
2417	548458	2518	548458
2418	548458	2519	548458
2419	548458	2520	548458
2420	548458	2521	548458
2421	548458	2522	548458
2422	548458	2523	548458
2423	548458	2524	548458
2424	548458	2525	548458
2425	548458	2526	548458
2426	548458	2527	548458
2427	548458	2528	548458
2428	548458	2529	548458
2429	548458	2530	548458
2430	548458	2531	548458
2431	548458	2532	548458
2432	548458	2533	548458
2433	548458	2534	548458
2434	548458	2535	548458
2435	548458	2536	548458
2436	548458	2537	548458
2437	548458	2538	548458
2438	548458	2539	548458
2439	548458	2540	548458
2440	548458	2541	548458
2441	548458	2542	548458
2442	548458	2543	548458
2443	548458	2544	548458
2444	548458	2601	562724
2501	548458	2602	520824

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2603	301668		
2604	464468		
2605	377372		
2606	579170		
2607	356325		
2608	477988		
2609	213620		
2610	465906		
2611	473412		
2612	339347		
2613	339348		
Commercial Area No. 101	548458		
Commercial Area No. 102	548458		
Commercial Area No. 103	548458		
Commercial Area No. 104	548458		
Commercial Area No. 105	548458		
Commercial Area No. 200	548458		
Commercial Area No. 201	548458		
Commercial Area No. 202	548458		
Commercial Area No. 203	548458		
Commercial Area No. 204	548458		
Commercial Area No. 205	548458		
Commercial Area No. 50	548458		
Garage Area No. 1	548458		
Sky-Room 30	548458		
Storage Areas Nos 300-A to 300-W	548458		
Storage Areas Nos. 350-A to 350-W	548458		



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

September 09, 2014 8:02 AM

Doc No(s) T-9017073
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s)



1 1/1 SMC
B-32517078

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

LAND COURT

REGULAR SYSTEM

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

Porter McGuire Kiakona & Chow, LLP (RAS)
841 Bishop Street, Suite 1500
Honolulu, Hawaii 96813 #539-1100

Total Pages: 24

TMK: (1) 2-6-010-007
TCT List attached as Exhibit "A"

**SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING
AND SEVENTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
ILIKAI APARTMENT BUILDING
(Condominium Map No. 3)**

THIS AMENDMENT (this "Amendment") is made this 19th day of August, 2014, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment Building", whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Association").

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on April 30, 1964, as Document No. 330338 and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed in said Office on June 27, 1994, as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591, (d) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (e) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "Restated By-Laws"), was filed in said Office on June 27, 1994, as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997, as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302, (d) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011, as Land Court Document No. 4052098, (e) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth

Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (f) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests, and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project have voted to amend the Restated Declaration and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration and the Restated By-Laws are amended as follows:

AMENDMENTS TO RESTATED DECLARATION:

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical

panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants, Section 7(m) relating to construction conditions and Section 7(o) related to timeshare use, which shall control) or any other provisions of the By-Laws related to permitted uses or the construction of improvements for permitted uses. (See Endnote 6)

2. The Restated Declaration is hereby amended to add the following new Section 7(o):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called "fractional ownership", "vacation license", "travel club membership", "club membership", "membership club", "time-interval ownership", or "interval ownership" as offered and/or any membership or program established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to this restrictive covenant will be strictly limited to the following specific apartments that are owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate ("Shell/Wyndham") as of the recordation date of this amendment: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338,

340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

AMENDMENTS TO RESTATED BY-LAWS:

1. Article III, Section 1 of the Restated By-Laws is hereby amended in its entirety to read as follows:

There shall be a Board of Directors consisting of nine (9) directors. Directors shall be elected at the annual meeting or any special meeting of the owners of the condominium units called for such purpose. Any and all owners and co-owners of condominium units, any and all officers and directors of corporate owners of condominium units, and trustees, guardians, administrators, executors and other such legal representatives of owners of condominium units and vendees under an agreement of sale shall be eligible for election as directors. Provided, however, that only one representative of SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate shall be allowed to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The directors, except as otherwise provided in these By-Laws, shall serve for a term of three (3) years or until their successors are elected. The terms of at least one-third (1/3) of the directors shall expire annually. The first Board of Directors shall be elected as follows: Three (3) directors shall be elected for a term of one (1) year, three (3) directors shall be elected for a term of two (2) years, and three (3) directors shall be elected for a term of three (3) years. Thereafter, the term of each director shall be for three (3) years or until their successors are elected. (See Endnote 5).

2. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that

are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and House Rules and Regulations. The provisions of this Article VI, Section 1(a) shall control in the event of any conflict between these provisions and any other provisions of these By-Laws related to permitted uses or the construction for permitted uses (other than the provisions of Article VI, Section 4(c) relating to construction conditions and Article VI, Section 1(g) related to timeshare use, which shall control).

3. The Restated By-Laws are hereby amended to add the following new Article VI, Section 1(g):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the


subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called “fractional ownership”, “vacation license”, “travel club membership”, “club membership”, “membership club”, “time-interval ownership”, or “interval ownership” as offered and/or established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to the above is strictly limited to apartments owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate (“Shell/Wyndham”) as of the recordation date of this amendment and are as follows: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338, 340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

In all other respects, the Restated Declaration and Restated By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments to the Restated Declaration and the Restated By-Laws were adopted with the vote or written consent of not less than sixty-seven percent (67%) of all unit owners in the Project.

[Remainder of page intentionally left blank; signature page to follow]

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

OWNERS OF ILIKAI APARTMENT BUILDING,
INC., a Hawaii nonprofit corporation

By 
Print Name: BEN DACKCHITRA
Title: PRESIDENT

By William C. Moore
Print Name: WILLIAM C. MOORE
Title: V.P.

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

On this 20th day of August, 2014, before me personally appeared Ben Dookabitra, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the PRESIDENT of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun VS
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

Date: <u>Aug 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

VS

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU)

SS.

On this ^{19th} day of August, 2014, before me personally appeared William C. Moore, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the Vice President of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M. L. Chun ✓
Notary Public, State of Hawaii
Joanne M. L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

Date: <u>August 19, 2014</u>	# Pages: 24
Name: <u>Joanne M. L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M. L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
301	745,388	338	745,388
302	1,053,784	339	1,053,928
303	745,388	340	745,388
304	1,016,881	341	1,056,415
305	745,388	342	745,388
306	1,049,901	343	636,547
307	745,388	344	723,605
308	1,052,161	401	970,453
309	782,109	402	1,046,184
310	907,772	403	745,388
311	745,388	404	870,387
312	745,388	405	651,719
313	745,388	406	841,930
314	745,388	407	1,056,552
315	745,388	408	1,054,456
316	745,388	409	904,768
317	745,388	410	565,779
318	745,388	411	745,388
319	745,388	412	890,544
320	745,388	413	617,896
321	745,388	414	890,545
322	745,388	415	745,388
323	745,388	416	890,546
324	745,388	417	745,388
325	1,044,379	418	890,547
326	745,970	419	502,337
327	1,064,299	420	1,082,180
328	745,388	421	1,067,572
329	1,064,075	422	890,548
330	745,388	423	1,061,751
331	1,064,300	424	890,549
332	745,388	425	976,719
333	1,050,780	426	816,411
334	745,388	427	1,048,368
335	1,050,079	428	745,388
336	745,388	429	1,052,629
337	1,052,064	430	708,020

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
431	159,276	524	854,878
432	745,388	525	553,057
433	1,059,355	526	1,032,395
434	745,388	527	749,822
435	926,733	528	890,550
436	531,035	529	646,463
437	1,057,010	530	745,388
438	568,355	531	320,009
439	537,719	532	745,388
440	986,117	533	745,713
441	1,076,339	534	745,388
442	745,388	535	414,329
443	592,121	536	745,388
444	988,069	537	617,189
501	1,014,270	538	745,388
502	616,963	539	1,030,942
503	745,388	540	745,388
504	955,745	542	1,017,163
505	156,361	543	1,022,297
506	543,664	544	1,022,298
507	797,524	601	492,100
508	1,039,891	602	651,887
509	1,042,790	603	414,760
510	704,289	604	648,668
511	745,388	605	694,070
512	1,039,523	606	1,069,729
513	193,264	607	1,045,777
514	1,022,352	608	837,790
515	745,388	609	722,060
516	1,073,493	610	1,066,284
517	990,465	611	1,068,907
518	852,310	612	1,049,894
519	745,388	613	774,349
520	1,013,281	614	750,584
521	454,021	615	890,551
522	1,079,991	616	627,641
523	745,388	617	365,887

EXHIBIT A
Ilkai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
618	705,118	711	681,319
619	840,868	712	498,550
620	1,032,983	713	1,046,112
621	974,244	714	1,073,556
622	776,084	715	745,388
623	597,626	716	552,971
624	985,165	717	745,388
625	651,888	718	659,683
626	719,231	719	427,313
627	1,030,325	720	494,918
628	890,552	721	745,388
629	951,219	722	905,414
630	890,553	723	745,388
631	1,060,934	724	1,013,131
632	676,351	725	495,443
633	935,040	726	1,014,269
634	574,775	727	762,689
635	729,825	728	726,054
636	745,388	729	1,063,119
637	1,073,439	730	1,063,359
638	1,074,664	731	831,681
639	1,029,055	732	1,064,708
640	1,058,680	733	670,026
641	1,074,890	734	701,806
642	1,055,778	735	516,327
643	500,988	736	332,765
644	889,969	737	1,035,929
701	545,051	738	920,820
702	1,049,878	739	1,072,048
703	673,623	740	745,388
704	1,058,742	741	966,337
705	915,110	742	1,066,999
706	329,840	743	915,870
707	384,776	744	1,064,439
708	585,489	801	487,649
709	1,060,446	802	437,316
710	716,285	803	487,645

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
804	437,317	841	1,061,428
805	585,814	842	1,081,920
806	437,315	843	482,721
807	1,046,179	844	278,911
808	908,167	901	672,682
809	927,094	902	745,388
810	1,073,208	903	745,388
811	890,554	904	503,401
812	516,595	905	601,472
813	1,073,072	906	457,508
814	721,922	907	943,321
815	1,077,368	908	956,741
816	835,916	909	330,318
817	845,759	910	320,624
818	1,052,583	911	955,558
819	890,602	912	1,049,891
820	939,512	913	745,388
821	409,203	914	941,217
822	1,075,462	915	745,388
823	359,043	916	1,072,159
824	406,870	917	528,683
825	404,380	918	441,131
826	686,422	919	542,208
827	884,792	920	745,388
828	1,066,443	921	745,388
829	841,064	922	287,185
830	890,603	923	1,056,834
831	984,403	924	1,040,062
832	769,747	925	1,031,980
833	1,057,104	926	734,333
834	474,869	927	808,964
835	793,278	928	1,058,989
836	1,077,317	929	804,670
837	1,056,139	930	638,678
838	1,061,395	931	722,043
839	525,341	932	650,162
840	1,031,563	933	1,074,170

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
934	1,022,578	1027	1,058,321
935	233,656	1028	332,615
936	483,246	1029	1,052,541
937	957,350	1030	1,064,128
938	926,514	1031	286,706
939	459,469	1032	940,238
940	909,666	1033	1,076,110
941	807,972	1034	877,469
942	745,388	1035	1,081,567
943	856,513	1036	538,468
944	954,968	1037	1,083,287
1001	754,621	1038	1,042,198
1002	930,705	1039	755,036
1003	1,069,207	1040	745,388
1004	782,309	1041	691,163
1005	1,079,007	1042	945,825
1006	364,601	1043	836,507
1007	1,043,489	1044	1,042,358
1008	912,011	1101	1,027,458
1009	961,873	1102	1,029,767
1010	1,060,506	1103	745,388
1011	745,388	1104	181,464
1012	745,388	1105	959,849
1013	1,046,110	1106	207,606
1014	745,388	1107	1,038,432
1015	348,436	1108	430,241
1016	116,064	1109	301,525
1017	457,993	1110	721,122
1018	955,746	1111	745,388
1019	147,147	1112	745,388
1020	301,039	1113	707,954
1021	595,318	1114	570,160
1022	688,507	1115	864,617
1023	745,388	1116	732,045
1024	745,388	1117	1,069,475
1025	1,055,793	1118	708,490
1026	675,104	1119	1,068,338

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1120	953,257	1213	741,772
1121	1,062,344	1214	746,291
1122	1,068,121	1215	745,388
1123	1,067,818	1216	955,557
1124	300,876	1217	407,699
1125	463,526	1218	1,016,180
1126	776,557	1219	1,078,426
1127	502,700	1220	853,463
1128	873,047	1221	1,056,375
1129	335,200	1222	1,071,438
1130	1,072,030	1223	840,525
1131	1,015,940	1224	1,050,143
1132	994,051	1225	857,339
1133	670,582	1226	745,405
1134	994,052	1227	804,049
1135	530,726	1228	729,096
1136	705,712	1229	528,635
1137	864,577	1230	647,083
1138	701,176	1231	1,062,717
1139	565,932	1232	1,072,143
1140	1,060,066	1233	700,191
1141	1,047,020	1234	1,053,974
1142	713,561	1235	837,525
1143	605,736	1236	860,938
1144	403,969	1237	1,037,602
1201	839,915	1238	1,037,604
1202	1,009,900	1239	396,385
1203	1,082,148	1240	648,611
1204	681,670	1242	1,046,267
1205	670,337	1243	640,167
1206	1,056,976	1244	676,238
1207	1,044,627	1301	745,388
1208	410,786	1302	244,152
1209	691,374	1303	745,388
1210	1,045,987	1304	615,129
1211	745,388	1305	745,388
1212	988,608	1306	1,040,653

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1307	1,029,750	1403	547,481
1308	1,060,336	1404	844,748
1309	153,428	1405	941,208
1310	483,424	1406	487,052
1311	745,388	1407	1,081,359
1312	1,064,250	1408	837,027
1313	985,230	1409	485,501
1314	1,038,648	1410	927,096
1315	365,888	1411	661,428
1316	195,652	1412	847,001
1317	745,388	1413	1,057,586
1318	850,018	1414	1,062,265
1319	1,065,752	1415	890,605
1321	585,523	1416	1,038,953
1322	673,535	1417	635,968
1323	890,962	1418	1,054,328
1325	1,072,430	1419	839,916
1326	927,092	1421	647,859
1327	789,191	1422	1,083,474
1328	1,066,432	1423	933,201
1329	1,005,361	1424	947,564
1330	1,051,449	1425	727,598
1331	902,880	1426	639,580
1333	1,082,353	1427	543,664
1334	989,374	1428	143,592
1335	784,884	1429	648,612
1336	620,157	1430	1,040,646
1337	574,108	1431	131,236
1338	677,031	1434	492,102
1339	986,615	1435	330,124
1340	165,549	1436	1,044,788
1341	724,741	1437	1,053,313
1342	890,433	1438	770,993
1343	369,785	1439	932,229
1344	1,029,205	1440	932,230
1401	890,604	1441	1,067,943
1402	983,361	1442	1,046,575

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1443	978,299	1537	951,528
1444	482,912	1538	701,888
1501	1,045,208	1539	841,925
1502	1,081,657	1540	1,077,451
1503	1,017,244	1541	764,159
1504	308,455	1542	551,176
1505	1,029,509	1543	1,041,715
1506	1,006,067	1544	1,041,715
1507	842,912	1601	890,608
1508	722,975	1602	1,004,137
1509	981,393	1603	738,902
1510	541,831	1604	451,043
1511	1,042,808	1605	1,046,788
1512	791,518	1606	642,001
1513	890,606	1607	849,206
1514	333,168	1608	1,067,817
1515	890,607	1609	906,543
1516	708,626	1610	520,785
1517	556,171	1611	890,609
1518	1,062,618	1612	982,360
1519	1,057,547	1613	540,364
1521	680,043	1614	838,925
1522	836,523	1615	890,610
1523	601,477	1616	634,417
1524	250,336	1617	631,889
1525	1,043,141	1618	1,024,484
1526	932,023	1619	1,029,713
1527	636,463	1621	890,611
1528	922,446	1622	807,113
1529	985,046	1623	515,894
1530	879,956	1624	859,266
1531	1,081,856	1625	729,241
1532	621,516	1626	1,000,677
1533	223,909	1627	661,590
1534	805,696	1628	1,064,957
1535	737,265	1629	1,070,636
1536	865,094	1630	1,067,335

EXHIBIT A
Hikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1631	1,041,979	1726	535,090
1634	526,956	1727	846,717
1635	738,900	1728	1,080,227
1636	860,937	1729	203,423
1637	803,115	1730	888,390
1638	965,194	1731	996,234
1639	915,417	1732	963,590
1640	965,195	1733	612,423
1641	1,074,418	1734	1,064,074
1642	1,063,584	1735	1,030,686
1643	695,022	1736	270,640
1644	860,142	1737	817,688
1701	890,612	1738	872,789
1702	808,928	1739	724,447
1703	922,560	1740	1,064,550
1704	1,067,996	1741	888,043
1705	964,587	1742	554,705
1706	1,069,161	1743	486,131
1707	949,241	1744	557,392
1708	1,072,515	1801	1,061,692
1709	1,038,199	1802	988,978
1710	1,082,157	1803	1,079,382
1711	537,838	1804	1,037,677
1712	994,549	1805	1,054,108
1713	922,561	1806	1,060,508
1714	854,154	1807	745,388
1715	922,562	1808	424,092
1716	1,008,907	1809	303,359
1717	841,016	1810	406,533
1718	1,005,077	1811	745,388
1719	654,371	1812	967,295
1720	1,022,203	1813	745,388
1721	767,520	1814	839,308
1722	862,783	1815	745,388
1723	1,082,883	1816	1,061,854
1724	531,934	1817	434,641
1725	948,805	1818	1,029,674

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1819	806,505	1911	922,563
1820	1,018,106	1912	959,936
1821	472,119	1913	768,754
1822	343,617	1914	843,740
1823	745,388	1915	589,243
1825	193,149	1916	841,347
1826	648,610	1917	661,983
1827	799,269	1918	821,565
1828	1,059,257	1919	579,210
1829	1,077,354	1920	905,483
1830	1,020,128	1921	914,255
1831	971,158	1922	294,095
1833	863,682	1923	1,070,130
1834	455,576	1924	512,433
1835	837,664	1925	768,840
1836	1,045,941	1926	1,001,958
1837	258,013	1927	861,204
1838	808,929	1928	873,020
1839	479,481	1929	705,681
1840	209579, 209580, 209581, 209582 & 209583	1930	1,018,750
1841	1,038,264	1931	487,007
1842	663,979	1934	968,527
1843	718,329	1935	1,036,579
1844	688,414	1936	1,072,479
1901	399,237	1937	1,011,775
1902	933,203	1938	780,686
1903	1,072,225	1939	1,060,625
1904	635,005	1940	467,857
1905	1,003,312	1941	146,296
1906	1,060,507	1942	449,540
1907	925,771	1943	598,630
1908	840,501	1944	1,070,914
1909	606,458	2001	922,564
1910	863,680	2002	1,079,437
		2003	922,565
		2004	996,811
		2005	922,566

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2006	837,524	2043	632,759
2007	922,567	2044	632,759
2008	912,572	2101	922,993
2009	1,037,452	2102	836,461
2010	905,732	2103	922,994
2011	922,568	2104	1,077,007
2012	845,760	2105	922,995
2013	922,569	2106	860,129
2014	837,820	2107	922,996
2015	922,570	2108	1,032,751
2016	1,003,976	2109	761,222
2017	922,992	2110	1,083,029
2018	725,055	2111	922,997
2019	1,030,561	2112	993,905
2020	1,041,204	2113	922,998
2021	853,261	2114	832,602
2022	927,921	2115	922,999
2023	904,913	2116	1,068,871
2024	821,564	2117	923,000
2025	285,172	2118	1,069,650
2026	565,780	2119	923,001
2027	1,013,132	2120	620,614
2028	853,209	2121	939,282
2029	848,915	2122	1,082,803
2030	871,646	2123	946,769
2031	1,081,592	2124	848,118
2032	1,058,496	2125	592,213
2033	839,382	2126	1,028,522
2034	847,167	2127	1,023,814
2035	908,634	2128	1,080,046
2036	848,886	2129	1,033,362
2037	770,233	2130	986,959
2038	891,052	2131	841,346
2039	836,794	2132	1,046,180
2040	1,004,984	2133	526,955
2041	633,899	2134	1,061,686
2042	275,013	2135	314,298

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2136	600,473	2229	951,814
2137	1,051,805	2230	951,815
2138	648,139	2231	951,815
2139	938,987	2232	951,815
2140	620,103	2233	951,816
2141	507,586	2234	951,816
2142	384,962	2235	951,816
2143	292,654	2236	951,817
2144	421,641	2237	951,817
2201	951,805	2238	951,817
2202	951,805	2239	951,818
2203	951,805	2240	951,818
2204	951,806	2241	951,818
2205	951,806	2242	951,819
2206	951,806	2243	951,819
2207	951,807	2244	951,820
2208	951,807	2301	951,820
2209	951,807	2302	951,821
2210	951,808	2303	951,821
2211	951,808	2304	951,821
2212	951,808	2305	951,822
2213	951,809	2306	951,822
2214	951,809	2307	951,822
2215	951,809	2308	951,823
2216	951,810	2309	951,823
2217	951,810	2310	951,823
2218	951,810	2311	951,824
2219	951,811	2312	951,824
2220	951,811	2313	951,824
2221	951,811	2314	951,825
2222	951,812	2315	951,825
2223	951,812	2316	951,825
2224	951,812	2317	951,826
2225	951,813	2318	951,826
2226	951,813	2319	951,826
2227	951,814	2320	951,827
2228	951,814	2321	951,827

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2322	951,827	2415	951,841
2323	951,828	2416	951,841
2324	951,828	2417	951,841
2325	951,828	2418	951,842
2326	951,829	2419	951,842
2327	951,829	2420	951,842
2328	951,829	2421	951,843
2329	951,830	2422	951,843
2330	951,830	2423	951,843
2331	951,830	2424	951,844
2332	951,831	2425	951,844
2333	951,831	2426	951,845
2334	951,831	2427	951,845
2335	951,832	2428	951,846
2336	951,832	2429	951,846
2337	951,832	2430	951,846
2338	951,833	2431	951,847
2339	951,833	2432	951,847
2340	951,833	2433	951,847
2341	951,834	2434	951,848
2342	951,835	2435	951,848
2343	951,835	2436	951,848
2344	951,836	2437	951,849
2401	951,836	2438	951,849
2402	951,834	2439	951,849
2403	951,834	2440	951,850
2404	951,837	2441	951,850
2405	951,837	2442	951,850
2406	951,837	2443	951,851
2407	951,838	2444	951,851
2408	951,838	2501	951,852
2409	951,838	2502	951,852
2410	951,839	2503	951,852
2411	951,839	2504	951,853
2412	951,840	2505	951,853
2413	951,840	2506	951,853
2414	951,840	2507	951,854

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2508	951,854	PH2601	562,724
2509	951,854	PH2602	1,066,718
2510	951,855	PH2603	1,017,245
2511	951,855	PH2604	464,468
2512	951,856	PH2605	686,508
2513	951,856	PH2606	1,060,505
2514	951,856	PH2607	1,079,057
2515	951,857	PH2608	477,988
2516	951,857	PH2609	213,620
2517	951,857	PH2610	465,906
2518	951,858	PH2611	842,028
2519	951,858	PH2612	970,741
2520	951,858	PH2613	970,740
2521	951,859	Commercial Area No. 50	951,785
2522	951,859	Commercial Area No. 101	1,056,071
2523	951,859	Commercial Area No. 102	1,056,071
2524	951,860	Commercial Area No. 103	1,056,071
2525	951,860	Commercial Area No. 104	974,020
2526	951,861	Commercial Area No. 105	951,789
2527	951,861	Commercial Area No. 200	1,056,071
2528	951,861	Commercial Area No. 201	1,056,071
2529	951,862	Commercial Area No. 202	1,056,071
2530	951,862	Commercial Area No. 203	951,788
2531	951,862	Commercial Area No. 204	951,793
2532	951,863	Commercial Area No. 205	951,794
2533	951,863	Garage Area No. 1	951,784
2534	951,863	Sky Room 30	951,783
2535	951,864	Laundry Area Nos. 350-A to 350-W	951,782
2536	951,864	Storage Area Nos. 300-A to 300-W	951,781
2537	951,864		
2538	951,865		
2539	951,865		
2540	951,865		
2541	951,866		
2542	951,866		
2543	951,866		
2544	951,867		

Ilikai Apartment Building

Condominium Declaration



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was
recorded as follows:

DOCUMENT NO. 2758834

DATE: JUN 27 1994 TIME 220

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

JOHN A. MORRIS, ESQ.
Iwai, Motooka, Goto & Morris
Suite 502, Haseko Center
820 Mililani Street
Honolulu, HI 96813-2935
Tel: (808) 537-1935

FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME
OF THE ILIKAI APARTMENT BUILDING

UNDER CHAPTER 514A,

HAWAII REVISED STATUTES

WHEREAS, ILIKAI, INCORPORATED, a Hawaii corporation, whose principal place of business is at Suite 1700, PRI Tower, 733 Bishop Street, Honolulu, City and County of Honolulu, State of Hawaii, executed on April 22, 1964, the "Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended", hereinafter called the "Declaration", and attached thereto the "By-Laws of Association of Owners of Ilikai Apartment Building," together with Condominium Map No. 3, and filed the same in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450; and

WHEREAS, ILIKAI, INCORPORATED, upon completion of the Ilikai Apartment Building sold a substantial number of the condominium units in fee in the Ilikai Apartment Building to various persons, subject to the restrictions on use and other restrictions and all other covenants, agreements, obligations, conditions and other provisions set forth in the Declaration, hereinafter collectively with Ilikai, Incorporated, called the "Owners," and the Declaration was noted on each of the Transfer Certificates of Title issued to each of the Owners as set forth in Exhibit "1" attached hereto and made a part hereof; and

WHEREAS, the Association of Owners of Ilikai Apartment Building, an unincorporated association, "Association", created by the Declaration in accordance with Chapter 170-A, Revised Laws of Hawaii, at its annual meeting on May 31, 1967 adopted the First Amendment of Declaration of Horizontal Property Regime by vote of Owners of not less than seventy-five per cent (75%) of the common interests in the common elements of Ilikai Apartment Building in compliance with the Declaration and law, and filed as Land Court Document No. 434,560; and

WHEREAS, the Declaration and Condominium Map No. 3 was amended by the Second Amendment of Declaration of Horizontal Property Regime adopted on April 11, 1968 and filed as Land Court Document No. 441,550, by amending the floor plan of the twenty-sixth (26th) floor of the Ilikai Apartment Building as built and the Architect's Certificate attached thereto in accordance with the Third Paragraph of said First Amendment; and

WHEREAS, the Declaration and By-Laws were amended by the Third Amendment of Declaration and By-Laws adopted on May 18, 1988, and filed as Land Court Document No. 1608716, to amend provisions in the By-Laws to reflect existing provisions in Chapter 514A of the Hawaii Revised Statutes and to establish permitted uses of the apartments and to expand the duties of the Board of Directors; and

WHEREAS, the Declaration and By-Laws were amended by the Fourth Amendment of Declaration of Horizontal Property Regime and By-Laws of Association of Owners of the Ilikai Apartment Building adopted on May 18, 1988 and filed as Land Court Document No. 1608717 to amend the Declaration and By-Laws to permit additional uses of the garage area, including but not limited to, the storage of hot water tanks, a maintenance office, maintenance shop, storage room, equipment room, upholstery repair shop, paint shop, and emergency generator room; and

WHEREAS, the Declaration was amended by the Fifth Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building adopted on April 10, 1989 and filed as Land Court Document No. 1634347 to amend the description of

Commercial Area No. 101 and to provide for the renovation to the entrance, lobby, mall and common areas on the first floor; and

WHEREAS, the Declaration was amended by the Sixth Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building adopted on June 5, 1990 and filed as Land Court Document No. 1756009 to amend the description of Commercial Area No. 101 and sheet A-36 of Condominium Map No. 3 and to amend the work and maintenance permissible in an apartment; and

WHEREAS, the Declaration was amended by the Seventh Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building adopted on May 3, 1991 and filed as Land Court Document No. 1821442 to amend the By-Laws to restrict the use of clothes washers and dryers in apartments and limit the size of bathtubs which may be installed in apartments; and

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes empowers the Board of Directors of the Association established by said By-Laws to restate the Declaration to include therein any amendments thereto, and to conform the provisions thereof to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on _____, 199___, said Board of Directors resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein;

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

1. The land, in fee simple, submitted to this condominium property regime is described as follows:

THOSE certain parcels of land situate at Kalia, Waikiki, Honolulu, Hawaii described as follows:

LOT 1-A-1, area 122,071.0 square feet, as shown on Map 4;

LOT 1-A-2, area 143.0 square feet, as shown on Map 4;

LOT 2, area 467.0 square feet;

LOT 3, area 293.0 square feet;

LOT 4, area 120.0 square feet; and

LOT 5, area 2,202.0 square feet, as shown on Map 1;

The maps above referred to by numbers are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 64 of Ala Moana Properties, Limited;

TOGETHER with a perpetual easement appurtenant to said Lot 1-A-1 and Lot 1-A-2 for the construction, use and maintenance for storm drain purposes only over, across or under Lot 25, as shown on Map 4, filed in the said Office with Land Court Consolidation No. 32 of Bishop Trust Company, Limited, Trustee for Hobron Land Trust;

TOGETHER ALSO with a perpetual nonexclusive easement appurtenant to Lot 1-A-1 and Lot 1-A-2 for pedestrian and vehicular traffic over and across Lot 23, as shown on said Map 4;

Being all of the land described in Transfer Certificate of Title No. 85,450 issued to Ilikai Incorporated.

SUBJECT, HOWEVER, to the following:

1. As to Lots 2, 3, 4 and 5 only, a perpetual easement in favor of the State of Hawaii for a public right-of-way.

2. As to Lot 3 only, a perpetual easement in favor of the City and County of Honolulu for an existing concrete box culvert.

3. As to Lot 1-A-1 and Lot 1-A-2 only, the reservation in favor of the State of Hawaii of "all littoral rights of whatever nature or kind which are or may be thereunto appertaining," as reserved in that certain Exchange Deed made by and between the Territory of Hawaii and Ala Moana Properties, Limited, dated December 20, 1956, filed in the Office of the Assistant Registrar of the Land Court as Document No. 196551.

4. As to Lots 1-A-1, 1-A-2, 2 and 5 only, any and all littoral rights appurtenant to said Lots 1-A-1, 1-A-2, 2 and 5, in favor of the State of Hawaii, as set forth in that certain instrument dated December 20, 1956, filed in the said Office of the Assistant Registrar of the Land Court as Document No. 196552.

5. As to Lots 1-A-1, 1-A-2, 2, 3, 4 and 5 only, that certain Agreement made by and among the State of Hawaii and Ilikai, Incorporated and Makaha Valley Farms, Limited, dated the 23rd day of December, 1963, filed in the Office of the Assistant Registrar of the Land Court as Document No. 324984.

6. As to Lot 1-A-2 only, that certain Grant of Easement to the State of Hawaii dated the 31st day of December, 1963, filed in the Office of the Assistant Registrar of the Land Court as Document No. 324985.

7. As to Lots 1-A-1 and 1-A-2 only, that certain Deed to the State of Hawaii dated the 31st day of December, 1963, filed in the Office of the Assistant Registrar of the Land Court as Document No. 324987.

The foregoing encumbrances are mentioned in Transfer Certificate of Title No. 85,450 to which reference is hereby made.

2. The building being constructed on said land shall be a multi-story reinforced concrete building known as the Ilikai Apartment Building containing two (2) levels devoted primarily to parking, two (2) levels devoted primarily to commercial establishments and twenty-three (23) floors devoted primarily to apartments, one (1) floor for penthouses, one (1) floor at the twenty-seventh floor for utilities on the wings of the building and a full story height in the center core of the building for equipment, one (1) floor at the twenty-eighth floor unenclosed for future storage (monitor roof), one (1) floor at the twenty-ninth floor containing a full story height floor for a machine room and for future restaurant and storage use, and a sky-room in the center core of the building at the thirtieth floor, with a glass-enclosed elevator, in accordance with the floor plans of the building filed in the said Office of the Assistant Registrar of the Land Court simultaneously with the filing of this Declaration.

3. The boundary line of each condominium unit in the building is the exterior of the lanai railing, and where there is no such railing, the exterior of doors, windows, and glass walls and the frames thereof, and the interior of unfinished surfaces of the perimeter walls, bearing walls and floors, and ceilings, said condominium unit meaning and including the paint, wallpaper, tile, enamel, stain or other finishing on such interior surfaces, the lanai and the air space encompassed within said boundary line, together with fixtures and other such improvements located within said boundary line. The building shall contain the following condominium units:

(a) Two (2) levels of garage area, the first garage level to be about four (4) feet below street grade, containing one (1) unenclosed space, for parking use, area 86,700 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and three (3) enclosed rooms for storage, equipment room and other commercial uses, area 854 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered as Commercial Area No. 50, and one (1) enclosed room (telephone

equipment room) for commercial use, area 487 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered as Commercial Area No. 101, and one (1) enclosed room for Elevator No. 11, appurtenant to Sky-room 30, area 45 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered as Sky-room 30, and the second garage level to be about five (5) feet above street grade, containing one (1) covered enclosed space and one (1) uncovered enclosed space to the ceiling height of said covered enclosed space, for parking and storage of vehicles, area 65,216 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered together as Garage Area No. 1 and one (1) enclosed space of thirty-three (33) rooms, for restaurants, storage, and other commercial uses, area 20,370 square feet, more or less, together with Elevator No. 12 to be used in common with the owners of Commercial Area Nos. 103 and 202, and expenses to the entire elevator to be shared equally, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered as Commercial Area No. 50, and one (1) enclosed room (telephone equipment room) for commercial use, area 487 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered as Commercial Area No. 101, and two (2) enclosed rooms for Elevator No. 11, appurtenant to Sky-room 30, area 157 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the land adjoining thereto, and to be numbered as Sky-room 30.

(b) First or mall floor, containing four (4) commercial areas:

(1) On the "A" Wing, one (1) commercial area, consisting of two (2) areas for various hotel office, lobby and other commercial uses, area 3,010 square feet, more or less, and area 4,627 square feet, more or less, all as shown on Condominium Map No. 3, together with immediate access to the lobby and mall on the first floor, and to be numbered as Commercial Area No. 101, (See Endnote 1)

(2) On the "B" Wing, one (1) commercial area containing nine (9) enclosed rooms, for hotel office, commercial shops, restaurants and other commercial uses, area 9,428 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the corridors and mall on the first floor, and to be numbered as Commercial Area No. 102,

(3) On the "C" Wing, one (1) commercial area, containing twenty-seven (27) enclosed rooms and corridor, for hotel office, commercial shops, restaurants, air conditioning equipment room, and other commercial uses, area 19,806 square feet, more or less, together with Elevator No. 12 to be used in common with the owners of Commercial Area Nos. 50 and 202, and expenses to the entire elevator to be shared equally, as shown on Condominium Map No. 3, together with immediate access to the lobby and mall on the first floor, and to be numbered as Commercial Area No. 103,

(4) On the Center core, one (1) commercial area, containing one (1) enclosed room, area 183 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the lobby on the first floor, and to be numbered as Commercial Area No. 104,

(5) On the Waikiki-makai side of Wings "B" and "C" of the building, one (1) commercial area, containing one (1) uncovered enclosed area and the air space encompassed within the boundary line on the uncovered enclosed area over the second level garage area from the ceiling height of the covered enclosed area of said second level garage area to the maximum height of the existing floor of the third floor in the building, area 13,313 square feet, more or less, for commercial uses, as shown on Condominium Map No. 3, together with immediate access to the corridor on the first floor, and to be numbered as Commercial Area No. 105.

(c) Second floor, containing four (4) commercial areas and two (2) apartments:

(1) On the "A" Wing, one (1) commercial area, containing twenty-one (21) enclosed rooms, three (3) unenclosed lanais, and corridor, for hotel offices, commercial shops, restaurants and other commercial uses, area 9,475 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 200,

(2) On the "B" Wing, one (1) commercial area, containing sixteen (16) enclosed rooms, for hotel office, commercial shops, restaurants and other commercial uses, area 12,419 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 201,

(3) On the "C" Wing,

(a) One (1) commercial area, containing nineteen (19) enclosed rooms, and two (2) unenclosed lanais, for hotel office, commercial shops, restaurants and other commercial uses, area 13,247 square feet, more or less, together with Elevator No. 12 to be used in common with the owners of Commercial Area Nos. 50 and 103, and expenses to the entire elevator to be shared equally, as shown on Condominium Map No. 3, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 202, and

(b) One (1) commercial area, containing six (6) enclosed rooms and two (2) unenclosed lanais, for hotel office, commercial shops, restaurants and other commercial uses, area 1,328 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 204. (See Endnote 2)

(c) One (1) commercial area, containing six (6) enclosed rooms and two (2) unenclosed lanais, for hotel office, commercial shops, restaurants and other commercial uses, area 1,328 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 205. (See Endnote 3)

(4) On the Center core, one (1) commercial area, containing one (1) enclosed room, area 451 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the second floor, and to be numbered as commercial Area.No. 203.

(d) Third floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment Nos. 301, 302, 303, 304, 305, 306, 307 and 308, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais,

for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment Nos. 309 and 310,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment Nos. 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323 and 324, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment Nos. 325 and 326,

(3) On the "C" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment Nos. 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340 and 341, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment Nos. 343 and 344, and

(c) One (1) Type "D" apartment, containing three (3) enclosed rooms of a living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 573 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment No. 342,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Apartment No. 327,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor, and to be numbered as Storage Area No. 300-A,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the third floor and to be numbered as Laundry Area No. 350-A.

(e) Fourth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Apartment Nos. 401, 402, 403, 404, 405, 406, 407 and 408, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Apartment Nos. 409 and 410,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be

numbered as Apartment Nos. 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423 and 424, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Apartment Nos. 425 and 426,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Apartment Nos. 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441 and 442, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Apartment Nos. 443 and 444,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Apartment No. 427,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Storage Area No. 300-B,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourth floor, and to be numbered as Laundry Area No. 350-B,

(f) Fifth floor, containing one (1) storage room, one (1) laundry room and forty-three (43) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment Nos. 501, 502, 503, 504, 505, 506, 507 and 508, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment Nos. 509 and 510,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment Nos. 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523 and 524, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment Nos. 525 and 526,

(3) On the "C" Wing,

(a) Thirteen (13) Type "A" apartments containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment Nos. 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 540 and 542, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment Nos. 543 and 544, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room, kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment No. 539,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Apartment No. 527,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Storage Area No. 300-C,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifth floor, and to be numbered as Laundry Area No. 350-C,

(g) Sixth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment Nos. 601, 602, 603, 604, 605, 606, 607 and 608, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment Nos. 609 and 610,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment Nos. 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623 and 624, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment Nos. 625 and 626,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment Nos. 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641 and 642, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment Nos. 643 and 644,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as

shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Apartment No. 627,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Storage Area No. 300-D,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixth floor, and to be numbered as Laundry Area No. 350-D.

(h) Seventh floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Apartment Nos. 701, 702, 703, 704, 705, 706, 707 and 708, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor and to be numbered as Apartment Nos. 709 and 710,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Apartment Nos. 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723 and 724, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Apartment Nos. 725 and 726,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Apartment Nos. 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741 and 742, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Apartment Nos. 743 and 744,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Apartment No. 727,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Storage Area No. 300-E,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventh floor, and to be numbered as Laundry Area No. 350-E.

(i) Eighth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment Nos. 801, 802, 803, 804, 805, 806, 807 and 808, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment Nos. 809 and 810,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment Nos. 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823 and 824, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment Nos. 825 and 826,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment Nos. 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841 and 842, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment Nos. 843 and 844,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Apartment No. 827,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Storage Area No. 300-F,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighth floor, and to be numbered as Laundry Area No. 350-F.

(j) Ninth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment Nos. 901, 902, 903, 904, 905, 906, 907 and 908, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment Nos. 909 and 910,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment Nos. 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923 and 924, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment Nos. 925 and 926,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment Nos. 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941 and 942, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment Nos. 943 and 944,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Apartment No. 927,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with

immediate access to the hallway on the ninth floor, and to be numbered as Storage Area No. 300-G,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the ninth floor, and to be numbered as Laundry Area No. 350-G.

(k) Tenth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment Nos. 1001, 1002, 1003, 1004, 1005, 1006, 1007 and 1008, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment Nos. 1009 and 1010,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment Nos. 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023 and 1024, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment Nos. 1025 and 1026,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment Nos. 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041 and 1042, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment Nos. 1043 and 1044,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Apartment No. 1027,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Storage Area No. 300-H,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the tenth floor, and to be numbered as Laundry Area No. 350-H.

(1) Eleventh floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate

access to the hallway on the eleventh floor, and to be numbered as Apartment Nos. 1101, 1102, 1103, 1104, 1105, 1106, 1107 and 1108, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Apartment Nos. 1109 and 1110,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Apartment Nos. 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123 and 1124, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Apartment Nos. 1125 and 1126,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Apartment Nos. 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141 and 1142, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Apartment Nos. 1143 and 1144,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Apartment No. 1127,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Storage Area No. 300-I,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eleventh floor, and to be numbered as Laundry Area No. 350-I.

(m) Twelfth floor, containing one (1) storage room, one (1) laundry room and forty-three (43) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment Nos. 1201, 1202, 1203, 1204, 1205, 1206, 1207 and 1208, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment Nos. 1209 and 1210,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be

numbered as Apartment Nos. 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223 and 1224, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment Nos. 1225 and 1226,

(3) On the "C" Wing,

(a) Thirteen (13) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment Nos. 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1240 and 1242, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment Nos. 1243 and 1244,

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment No. 1239,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Apartment No. 1227,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with

immediate access to the hallway on the twelfth floor, and to be numbered as Storage Area No. 300-J,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twelfth floor, and to be numbered as Laundry Area No. 350-J.

(n) Thirteenth floor, containing one (1) storage room, one (1) laundry room and forty-one (41) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1301, 1302, 1303, 1304, 1305, 1306, 1307 and 1308, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1309 and 1310,

(2) On the "B" Wing,

(a) Ten (10) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1319, 1321 and 1323, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1325 and 1326,

(c) Two (2) Type "C" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1318 and 1322,

(3) On the "C" Wing,

(a) Thirteen (13) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1328, 1329, 1330, 1331, 1333, 1335, 1336, 1337, 1338, 1339, 1340, 1341 and 1342, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment Nos. 1343 and 1344, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment No. 1334,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Apartment No. 1327,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Storage Area No. 300-K,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the thirteenth floor, and to be numbered as Laundry Area No. 350-K.

(o) Fourteenth floor, containing one (1) storage room, one (1) laundry room and forty-one (41) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1401, 1402, 1403, 1404, 1405, 1406, 1407 and 1408, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1409 and 1410,

(2) On the "B" Wing,

(a) Twelve (12) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1419, 1421, 1422, 1423 and 1424, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1425 and 1426, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less; as shown on Condominium Map No. 3, together with immediate

access to the hallway on the fourteenth floor, and to be numbered as Apartment No. 1418,

(3) On the "C" Wing,

(a) Eleven (11) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1428, 1429, 1430, 1435, 1436, 1437, 1438, 1439, 1440, 1441 and 1442, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1443 and 1444, and

(c) Two (2) Type "C" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment Nos. 1431 and 1434,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Apartment No. 1427,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Storage Area No. 300-L,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fourteenth floor, and to be numbered as Laundry Area No. 350-L.

(p) Fifteenth floor, containing one (1) storage room, one (1) laundry room and forty-three (43) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment Nos. 1501, 1502, 1503, 1504, 1505, 1506, 1507 and 1508, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment Nos. 1509 and 1510,

(2) On the "B" Wing,

(a) Twelve (12) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment Nos. 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1519, 1521, 1522, 1523 and 1524, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment Nos. 1525 and 1526, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment No. 1518,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment Nos. 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541 and 1542, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment Nos. 1543 and 1544,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Apartment No. 1527,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Storage Area No. 300-M,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the fifteenth floor, and to be numbered as Laundry Area No. 350-M.

(g) Sixteenth floor, containing one (1) storage room, one (1) laundry room and forty-one (41) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate

access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1601, 1602, 1603, 1604, 1605, 1606, 1607 and 1608, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1609 and 1610,

(2) On the "B" Wing,

(a) Twelve (12) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1619, 1621, 1622, 1623 and 1624, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1625 and 1626, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment No. 1618,

(3) On the "C" Wing,

(a) Eleven (11) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1628, 1629, 1630, 1635, 1636, 1637, 1638, 1639, 1640, 1641 and 1642, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1643 and 1644, and

(c) Two (2) Type "C" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment Nos. 1631 and 1634,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Apartment No. 1627,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 150 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Storage Area No. 300-N,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the sixteenth floor, and to be numbered as Laundry Area No. 350-N.

(r) Seventeenth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment Nos. 1701, 1702, 1703, 1704, 1705, 1706, 1707 and 1708, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment Nos. 1709 and 1710,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment Nos. 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723 and 1724, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment Nos. 1725 and 1726,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment Nos. 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741 and 1742, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment Nos. 1743 and 1744,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as

shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Apartment No. 1727,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 150 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Storage Area No. 300-0,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the seventeenth floor, and to be numbered as Laundry Area No. 350-0.

(s) Eighteenth floor, containing one (1) storage room, one (1) laundry room and forty-two (42) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment Nos. 1801, 1802, 1803, 1804, 1805, 1806, 1807 and 1808, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment Nos. 1809 and 1810,

(2) On the "B" Wing,

(a) Twelve (12) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment Nos. 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821 and 1823, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment Nos. 1825 and 1826, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment No. 1822,

(3) On the "C" Wing,

(a) Thirteen (13) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment Nos. 1828, 1829, 1830, 1831, 1833, 1835, 1836, 1837, 1838, 1839, 1840, 1841 and 1842, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment Nos. 1843 and 1844, and

(c) One (1) Type "C" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment No. 1834,

(d) One (1) Type "K" apartment,, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Apartment No. 1827,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 150 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Storage Area No. 300-P,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the eighteenth floor, and to be numbered as Laundry Area No. 350-P.

(t) Nineteenth floor, containing one (1) storage room, one (1) laundry room and forty-two (42) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1901, 1902, 1903, 1904, 1905, 1906, 1907 and 1908, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1909 and 1910,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923 and 1924, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less,

as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1925 and 1926,

(3) On the "C" Wing,

(a) Eleven (11) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1928, 1929, 1930, 1935, 1936, 1937, 1938, 1939, 1940, 1941 and 1942, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1943 and 1944, and

(c) Two (2) Type "C" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and an unenclosed lanai, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment Nos. 1931 and 1934,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Apartment No. 1927,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Storage Area No. 300-Q,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the nineteenth floor, and to be numbered as Laundry Area No. 350-Q.

(u) Twentieth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Apartment Nos. 2001, 2002, 2003, 2004, 2005, 2006, 2007 and 2008, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Apartment Nos. 2009 and 2010,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Apartment Nos. 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Apartment Nos. 2025 and 2026,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be

numbered as Apartment Nos. 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041 and 2042, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Apartment Nos. 2043 and 2044,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Apartment No. 2027,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Storage Area No. 300-R,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twentieth floor, and to be numbered as Laundry Area No. 350-R.

(v) Twenty-first floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Apartment Nos. 2101, 2102, 2103, 2104, 2105, 2106, 2107 and 2108, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less,

as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Apartment Nos. 2109 and 2110,

(2) On the "B" Wing,

(a) Fourteen (14) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Apartment Nos. 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123 and 2124, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Apartment Nos. 2125 and 2126,

(3) On the "C" Wing,

(a) Fifteen (15) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Apartment Nos. 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141 and 2142, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Apartment Nos. 2143 and 2144,

(c) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate

access to the hallway on the twenty-first floor, and to be numbered as Apartment No. 2127,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Storage Area No. 300-S,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-first floor, and to be numbered as Laundry Area No. 350-S.

(w) Twenty-second floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Four (4) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2201, 2202, 2205 and 2206, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2209 and 2210, and

(c) Four (4) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2203, 2204, 2207 and 2208,

(2) On the "B" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room,

kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2211, 2212, 2213, 2214, 2217, 2218, 2221 and 2222, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2225 and 2226, and

(c) Six (6) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2215, 2216, 2219, 2220, 2223 and 2224,

(3) On the "C" Wing,

(a) Seven (7) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2228, 2231, 2232, 2235, 2236, 2239 and 2240, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2243 and 2244, and

(c) Eight (8) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment Nos. 2229, 2230, 2233, 2234, 2237,

2238, 2241 and 2242,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Apartment No. 2227,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Storage Area No. 300-T,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-second floor, and to be numbered as Laundry Area No. 350-T.

(x) Twenty-third floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Four (4) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2301, 2302, 2305 and 2306, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2309 and 2310, and

(c) Four (4) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to

the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2303, 2304, 2307 and 2308,

(2) On the "B" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2311, 2312, 2313, 2314, 2317, 2318, 2321 and 2322, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2325 and 2326, and

(c) Six (6) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2315, 2316, 2319, 2320, 2323 and 2324,

(3) On the "C" Wing,

(a) Seven (7) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2328, 2331, 2332, 2335, 2336, 2339 and 2340, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2343 and 2344, and

(c) Eight (8) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment Nos. 2329, 2330, 2333, 2334, 2337, 2338, 2341 and 2342,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Apartment No. 2327,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Storage Area No. 300-U,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-third floor, and to be numbered as Laundry Area No. 350-U.

(y) Twenty-fourth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Four (4) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2401, 2402, 2405 and 2406, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2409 and

2410, and

(c) Four (4) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2403, 2404, 2407 and 2408,

(2) On the "B" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2411, 2412, 2413, 2414, 2417, 2418, 2421 and 2422, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2425 and 2426, and

(c) Six (6) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2415, 2416, 2419, 2420, 2423 and 2424,

(3) On the "C" Wing,

(a) Seven (7) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2428, 2431, 2432, 2435, 2436, 2439 and 2440, and

(b) Two (2) Type "B" apartments, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2443 and 2444, and

(c) Eight (8) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment Nos. 2429, 2430, 2433, 2434, 2437, 2438, 2441 and 2442,

(d) One (1) Type "K" apartment, containing four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai, for apartment use, area 590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Apartment No. 2427,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Storage Area No. 300-V,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fourth floor, and to be numbered as Laundry Area No. 350-V.

(2) Twenty-fifth floor, containing one (1) storage room, one (1) laundry room and forty-four (44) apartments:

(1) On the "A" Wing,

(a) Four (4) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment Nos. 2501, 2502, 2505 and 2506,

and

(b) One (1) Type "B" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment No. 2509, and

(c) Four (4) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment Nos. 2503, 2504, 2507 and 2508, and

(d) One (1) Type "F" apartment, containing five (5) enclosed rooms of a bedroom, living room, kitchen and two bathrooms and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment No. 2510,

(2) On the "B" Wing,

(a) Eight (8) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment Nos. 2511, 2512, 2513, 2514, 2517, 2518, 2521 and 2522, and

(b) One (1) Type "B" apartment, containing six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment No. 2525, and

(c) Six (6) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment Nos. 2515, 2516, 2519, 2520, 2523 and 2524,

and

(d) One (1) Type "F" apartment, containing five (5) enclosed rooms of a bedroom, living room, kitchen and two bathrooms and two (2) unenclosed lanais, for apartment use, area 1,240 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment No. 2526,

(3) On the "C" Wing,

(a) Seven (7) Type "A" apartments, containing four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment Nos. 2528, 2531, 2532, 2535, 2536, 2539 and 2540, and

(b) Eight (8) Type "E" apartments, containing three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment Nos. 2529, 2530, 2533, 2534, 2537, 2538, 2541 and 2542, and

(c) One (1) Type "G" apartment, containing two (2) enclosed rooms of a living room and bathroom and an unenclosed lanai, for apartment use, area 506 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment No. 2527, and

(d) One (1) Type "H" apartment, containing three (3) enclosed rooms of a bedroom, kitchen and bathroom and an unenclosed lanai, for apartment use, area 620 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Apartment No. 2543, and

(e) One (1) Type "I" apartment, containing seven (7) enclosed rooms of two bedrooms, two bathrooms, one dressing room, one living-dining room and a kitchen and two (2) unenclosed lanais, for apartment use, area 1,860 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway

on the twenty-fifth floor, and to be numbered as Apartment No. 2544,

(4) On the Center core,

(a) One (1) storage room, containing one (1) enclosed room for storage use, area 250 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Storage Area No. 300-W,

(b) One (1) laundry room, containing one (1) enclosed room for laundry use, area 120 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-fifth floor, and to be numbered as Laundry Area No. 350-W.

(aa) Twenty-sixth floor, containing one (1) sky-room area and thirteen (13) apartments:

(1) On the "A" Wing,

(a) One (1) Type "J" apartment, containing seven (7) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a study, a living room and a kitchen and two (2) unenclosed lanais, for apartment use, area 3,628 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Apartment No. 2601, and

(b) One (1) Type "L" apartment, containing seven (7) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a study, a living room and a kitchen and one (1) unenclosed lanai, for apartment use, area 2,590 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Apartment No. 2602.

(2) On the "B" Wing,

(a) Three (3) Type "L" apartments, each containing one (1) enclosed room, to be further partitioned by the owners, and an unenclosed lanai, for apartment use:

(i) area 2,498 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Penthouse Apartment No. 2603, and

(ii) area 2,498 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Penthouse Apartment No. 2604, and

(iii) area 2,508 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Penthouse Apartment No. 2605.

(3) On the "C" Wing,

(a) Six (6) Type "M" apartments, each containing six (6) enclosed rooms, of two (2) bedrooms, two (2) bathrooms, a living room and kitchen, and one (1) unenclosed lanai, for apartment use, area 1,060 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Apartment Nos. 2606, 2607, 2608, 2609, 2610 and 2611, and

(b) One (1) Type "N" apartment containing six (6) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a living room and a kitchen and two (2) unenclosed lanais, for apartment use, area 1,570 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor and to be numbered as Penthouse Apartment No. 2612, and

(c) One (1) Type "N" apartment containing seven (7) enclosed rooms of three (3) bedrooms, two (2) bathrooms, a living room and a kitchen and two (2) unenclosed lanais, for apartment use, area 2,143 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor and to be numbered as Penthouse Apartment No. 2613, and

(d) One (1) sky-room area, containing two (2) enclosed rooms and an unenclosed lobby, area 570 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the hallway on the twenty-sixth floor, and to be numbered as Sky-room 30. (See Endnote 4)

(bb) Twenty-eighth floor, containing one (1) unenclosed space, the air space encompassed within said boundary line of said unenclosed space, for restaurant and storage uses, area 6,972 square feet, more or less, and

twenty-ninth floor, containing one (1) sky-room area, containing seven (7) enclosed rooms, area 3,353 square feet, more or less, one (1) uncovered unenclosed room and air space encompassed within said boundary line of said unenclosed space, area 6,972 square feet, more or less, for restaurant and storage room, and thirtieth floor, containing one (1) sky-room area, containing seven (7) enclosed rooms, area 7,010 square feet, more or less, and one (1) uncovered unenclosed space for future development, area 7,004 square feet, more or less, one (1) enclosed space above the roof, area 542 square feet, more or less, for sky-room restaurant, storage and equipment and machinery installations, together with Elevators Nos. 10 and 11, as shown on Condominium Map No. 3, together with immediate access to the hallways on the twenty-sixth floor and first floor, and to be numbered together as sky-room 30.

4. The common elements will include the limited common elements described in paragraph 5 and:

(a) The foundations, columns, girders, beams, supports, main walls, roofs, boardwalks, hallways, corridors (except corridors in "A" Wing and "C" Wing of the first floor), lobbies, stairs, stairways, fire escapes, elevators (except Elevators Nos. 10, 11 and 12), ducts, exits and entrances, central and appurtenant utility installations and TV antennae and equipment for common use in the building or buildings located on the land above described;

(b) The roads, sidewalks, and other common ways, landscaping, yards, gardens, pools, including recreational pools, and fountains on the land above described, together with the land above described;

(c) All articles of personal property acquired for common use in the operation or maintenance of said building or buildings and the common elements.

5. The limited common elements will be all parking areas located on the premises, except the garage area in the building as shown on Condominium Map No. 3, which said limited common elements are reserved for the use of the commercial and garage area and their owners, to the exclusion of all other condominium units and their owners.

6. The common interest in the common elements appertaining to each apartment and its owner, the storage room area and its owner, the laundry room area and its owner, the sky-room and its owner, and each commercial area and its owner and garage area and its owner for all purposes, including voting, shall be allocated as follows:

(a) 1/1330 common interest for each apartment of Type "A", "D", "E", "G", "H" or "K" and its owner;

(b) 2/1330 common interest for each apartment of Type "B", "C", "F" or "M" and its owner;

(c) 3/1330 common interest for each apartment of Type "I" or "J" and its owner;

(d) 2.5/1330 common interest for each apartment of Type "L" or "N" and its owner;

300A
200

(e) 1/1330 common interest for the storage room areas in the aggregate and its owner;

350A
200

(f) 1/1330 common interest for the laundry room areas in the aggregate and its owner;

(g) 10/1330 common interest for the sky-room 30 and its owner;

(h) 20/1330 common interest for the garage area No. 1 and its owner;

(i) 10/1330 common interest for Commercial Area No. 50 and its owner;

(j) 16/1330 common interest for Commercial Area No. 101 and its owner;

(k) 20/1330 common interest for Commercial Area No. 102 and its owner;

(l) 24/1330 common interest for Commercial Area No. 103 and its owner;

(m) 1/1330 common interest for Commercial Area No. 104 and its owner;

(n) 5/1330 common interest for Commercial Area No. 105 and its owner;

(o) 9/1330 common interest for Commercial Area No. 200 and its owner;

(p) 12/1330 common interest for Commercial Area No. 201 and its owner;

(q) 16/1330 common interest for Commercial Area No. 202 and its owner;

(r) 1/1330 common interest for Commercial Area No. 203 and its owner;

(s) 2/1330 common interest for Commercial Area No. 204 and its owner;

(t) 2/1330 common interest for Commercial Area No. 205 and its owner. (See Endnote 5)

The allocation of the common interest appurtenant to each commercial area, except Commercial Area Nos. 104 and 203, shall be further allocated, if at all, in the discretion of the owner thereof by filing a revised floor plan of the subdivision of such commercial area into separate commercial areas in the said Office of the Assistant Registrar of the Land Court, provided that such further allocation shall not be less than 1/1330 common interest appurtenant to such subdivided commercial areas and shall not exceed the total common interest appurtenant to such commercial area allocated thereto.

7. The purposes for which the building and each of the apartments, commercial area and garage area, the sky-room, the laundry room area and the storage room area are intended and restricted as to use are as follows:

(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, and equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities. The owner of the garage area in the building shall use such garage area only for parking and storing of vehicles, for the storage of hot water storage tanks, for a maintenance office, maintenance shop, storage room, equipment room, television repair shop, air conditioning repair shop, air conditioning storage and equipment room, upholstery repair shop, paint shop and emergency generator room. The area of the foregoing uses is more particularly set forth in the map attached hereto as Exhibit "A" and by reference made a part hereof. Notwithstanding anything to the contrary hereinabove contained, the owner of the garage area shall not use the garage area except for the aforesaid uses, which are to be limited to the areas set forth in said Exhibit "A", and for parking and storing of vehicles. The owner of the sky-room in the building shall use such sky-room area only for the operation of a restaurant for dispensing of food, beverages and entertainment, together with equipment and appurtenances necessary for such restaurant operation. The owner of the

laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners, Ilikai Apartment Building, annexed to this Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. (See Endnote 6)

(b) The owner of a condominium unit shall not use the same for any purpose which will injure the reputation of the building or premises. Such owner shall not suffer anything to be done or kept in said condominium unit or elsewhere on the premises which will jeopardize the soundness of the building or premises, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the public halls or stairways of the building, or which will increase the rate of fire insurance on the building or the contents thereof or which will reduce the value of the premises or impair any easement or hereditament nor add any material structure or do any such work, unless otherwise provided in the By-Laws, without the consent of two-thirds in interest of the common interests being first obtained.

(c) The owner of a condominium unit shall not, without the prior written consent of the Board, make any structural alterations in or additions to the condominium unit or to make any alterations in or additions to the exterior of the condominium unit or to any other portion or portions of the premises, unless otherwise provided in the By-Laws.

(d) The owner of a condominium unit shall not, without the prior written consent of the Board or the managing agent, display any sign, or any other device in or upon any door, window, wall or other portion of the premises.

(e) The owner of the Commercial Area No. 103 operating a restaurant on the first floor will make available restaurant service, including without limitation, the serving of food and beverages, to any portion of the common elements adjoining the commercial areas on the mall level which can be economically and feasibly serviced and shall provide such seating and other facilities at his own expense as are necessary to make available such service as required herein.

(f) The owner of Commercial Area No. 105 shall be permitted to construct, improve or otherwise utilize such condominium unit, as shown on Condominium Map No. 3, for future construction of improvements, provided that (1) said improvements to be constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) the plans and specifications of said improvements be approved in writing by the Board of Directors, (3) said improvements shall be made at the sole cost and expense of such owner and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said units, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise, for labor performed or materials furnished in connection with said improvements, including the carrying of such bond in such amount as the Board shall approve, conditioned to protect the aforementioned interests and to indemnify said interests against all actions, suits, damages and claims by whomsoever brought or made by reason of said improvements.

(g) The Association of Owners through its Board of Directors shall be authorized to give, convey, transfer, cancel, relocate and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the premises.

(h) The Association of Owners through its Board of Directors shall be authorized to grant, convey or exchange easements to or with the adjoining lot or lots for construction of a structure or structures to facilitate parking and use of the land above described and for ingress and egress between the land above described and said adjoining lot or lots. (See Endnote 7)

7A. (a) Notwithstanding anything to the contrary contained in this Declaration, the By-Laws, or the House Rules, disabled occupants shall:

(1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and

(2) be allowed reasonable exemptions from this Declaration, the By-Laws, and the House Rules, when necessary, to enable them to use and enjoy their apartments and/or the common elements; provided that any disabled occupant desiring to make such modifications or desiring such an exemption submits a written request to the Board, and the Board consents in writing to said request. The request shall set forth, with

specificity, and in detail, the nature of the request and the reason that the disabled occupant needs to make such modification or to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if the Board does not respond in writing, within forty-five (45) days of the Board's receipt of said request.

(b) The Board may condition its consent upon the disabled occupant complying with the following conditions: (1) The disabled occupant provides plans and specifications, including detailed plot plans, if requested, at the disabled occupant's expense; (2) The disabled occupant agrees to submit the plans and specifications for the proposed additions or alterations to an engineer or other expert selected by the Board for review and approval, at the disabled occupant's expense; (3) The disabled occupant agrees to an inspection of the proposed additions or alterations during the course of construction and/or following completion of construction, by an engineer or other expert selected by the Board at the disabled occupant's expense; (4) The disabled occupant strictly complies with all applicable laws, ordinances, and regulations of any governmental entity; and (5) The disabled occupant obtains any necessary building permits, at the disabled occupant's expense. (See Endnote 8)

8. (a) In the event of substantial damage to or destruction of the building, all available insurance proceeds shall be held in trust by the Board or, in any case described in paragraph (c) of Section 2 of Article VIII of the By-Laws, by the Insurance Trustee, to repair, reinstate, rebuild, or replace the building (herein called "the work") in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with other plans and specifications prepared by the Board, on behalf of all owners, and approved by the owners of not less than a majority in interest of the common interests in the premises. In the event of any deficiency between said insurance proceeds and the cost of the work, each owner of a condominium unit shall pay his proportionate share of said deficiency as common expenses. The Board shall have the authority, as agent of all owners, to enter into a contract or contracts to accomplish the work.

(b) Nevertheless in the event that, after substantial damage to or destruction of the building, the Board and the owner of not less than two-thirds of the common interests shall determine that such damage or destruction shall not be rebuilt, repaired or restored, or in the event such damage or destruction shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the premises shall be subject to an action for partition by any owner of a common interest or lienor as if owned

in common, in which event the premises shall be sold and the net proceeds of the sale, together with the net insurance proceeds, shall be distributed in proportion to the respective common interests and in accordance with law and the premises shall be removed from the condominium property regime.

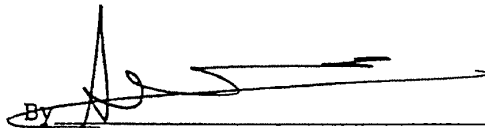
9. Services of process in cases provided in Chapter 170A, Revised Laws of Hawaii 1955, as amended, shall be made upon James E. Durham at 1777 Ala Moana Boulevard, Honolulu, Hawaii. In case said James E. Durham cannot be served such service of process, any member of the Board of Directors of the Association of Owners may be served with such service of process, provided such member shall have a residence or place of business within the City and County of Honolulu. (See Endnote 9)

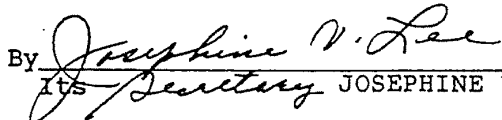
10. The BY-LAWS OF ASSOCIATION OF OWNERS, ILIKAI APARTMENT BUILDING, a true copy of which were originally annexed hereto, are now recorded separately. (See Endnote 10)

11. The Declaration may be modified or amended from time to time by a vote of the owners of not less than seventy-five per cent (75%) of the common interests at any annual meeting or at any special meeting called for such purpose and all modifications or amendments shall be set forth in an amendment to the Declaration and duly recorded as part of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 10th day of May, 1994.

ASSOCIATION OF APARTMENT OWNERS
OF THE ILIKAI APARTMENT BUILDING

By 
ITS PRESIDENT STUART T. K. HO

By 
ITS SECRETARY JOSEPHINE V. LEE

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

On this 9th day of May, 1994,
before me appeared STUART T. K. HO, to me
personally known, who, being by me duly sworn, did say that he/she
is the PRESIDENT of the ASSOCIATION OF
APARTMENT OWNERS OF THE ILIKAI APARTMENT BUILDING, an
unincorporated association, that said Association has no seal, and
that said instrument was executed on behalf of said Association by
authority of its Board of Directors and said STUART T. K. HO
acknowledged that he/she executed said instrument as the free act
and deed of the ASSOCIATION OF APARTMENT OWNERS OF THE ILIKAI
APARTMENT BUILDING.

Shirley A. Radfield
Notary Public, State of Hawaii

My commission expires: 12/3/96

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

On this 10th day of MAY, 1994,
before me appeared JOSEPHINE V. LEE, to me
personally known, who, being by me duly sworn, did say that he/she
is the SECRETARY of the ASSOCIATION OF
APARTMENT OWNERS OF THE ILIKAI APARTMENT BUILDING, an
unincorporated association, that said Association has no seal, and
that said instrument was executed on behalf of said Association by
authority of its Board of Directors and said SECRETARY
acknowledged that he/she executed said instrument as the free act
and deed of the ASSOCIATION OF APARTMENT OWNERS OF THE ILIKAI
APARTMENT BUILDING.

Mary Lago
Notary Public, State of Hawaii

My commission expires: 07.12.94 es

ENDNOTES

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

^{*} Condominiums are now subject to Chapter 514A, Hawaii Revised Statutes, the Condominium Property Act. In addition, Act 65 (SLH 1988) change all references in the law from "horizontal" to "condominium". Therefore, throughout the body of this restatement references to prior laws and to "horizontal" rather than "condominium" have been amended.

ENDNOTE 1: Paragraph 3(b)(1) was amended by the "Sixth Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building," dated 7th August 1990. (The Sixth Amendment completely replaced an amendment to the same paragraph previously made by the "Fifth Amendment of Declaration of Horizontal Property Regime of the Ilikai Apartment Building," dated 4 May 1989.)

ENDNOTE 2: Paragraph 3(c)(3)(b) was amended by the "First Amendment of Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended, and By-Laws of Association of Owners of Ilikai Apartment Building," dated 20 December 1967.

ENDNOTE 3: Paragraph 3(c)(3)(c) was added by the First Amendment of Declaration.

ENDNOTE 4: Paragraph 3(aa) was amended by the First Amendment of Declaration, which added apartments, changed the description of certain apartments and renumbered them, and changed the size of the sky-room lobby.

- ENDNOTE 5: The common interests stated in Paragraph 6 of the Declaration were amended for certain units, new common interests were added, and the subparagraphs re-lettered by the First Amendment of Declaration.
- ENDNOTE 6: Paragraph 7(a) was amended by the "Fourth Amendment of Declaration of Horizontal Property Regime and By-Laws of Association of Owners of Ilikai Apartment Building," dated 19th December 1988, which permitted the garage area to be used for hot water storage tanks as well as for vehicle parking.
- ENDNOTE 7: Paragraph 7(g) was deleted and Paragraphs "7(h)" and "7(i)" re-lettered "7(g)" and "7(h)," respectively, by the First Amendment of Declaration.
- ENDNOTE 8: Paragraph 7A has been added to conform to the requirements of the Federal Fair Housing Act, which requires that reasonable exemptions from restrictions in the project documents be given to disabled occupants to allow them to use and enjoy the project and its facilities.
- ENDNOTE 9: Paragraph 9 was amended by the First Amendment of Declaration to substitute a different person to accept initial service of process on the Association of Owners.
- ENDNOTE 10: The By-Laws, which were originally annexed to the Declaration are now recorded separately in compliance with Section 514A-81, Hawaii Revised Statutes.

AOAO Ilikai Apartment Building
Condominium Map 3 by Apt. Number

<u>Apartment #</u>	<u>TCT #</u>
3	300302
301	301804
302	301804
303	301804
304	301804
305	301804
306	301804
307	301804
308	301804
309	98079
309	98080
310	341762
311	301804
312	301804
313	301804
314	301804
315	301804
316	301804
317	301804
318	301804
319	301804
320	301804
321	301804
322	301804
323	301804
324	301804
326	272335
327	301804
328	301804
329	301804
330	301804
331	301804
332	301804
333	301804
334	301804
335	301804
336	301804
337	301804
338	301804
339	301804
340	301804
341	301804

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342	301804
343	156354
344	363636
401	392738
402	301804
403	301804
404	301804
405	273001
405	273000
406	301804
407	200504
408	301804
409	98081
410	278579
411	301804
412	301804
413	183443
414	301804
415	301804
416	301804
417	301804
418	301804
419	408538
420	301804
421	188072
422	301804
423	147029
424	301804
426	97679
427	301804
428	301804
429	301804
430	186857
431	159276
432	301804
433	147967
434	301804
435	98219
437	293137
438	317505
439	360063
440	391317
441	261916
442	301804
443	244794
444	344674

444	200399
501	270034
502	285845
502	300906
503	301804
504	421216
505	156361
506	335577
507	171789
508	163076
509	344576
510	247943
511	301804
512	301804
513	193264
514	301804
515	301804
516	301804
517	147036
518	301804
519	301804
520	301804
521	409724
522	301804
523	301804
524	301804
525	429088
526	287363
526	189312
527	289579
528	301804
529	164508
530	301804
531	320009
532	301804
534	301804
535	414329
536	301804
537	355073
538	301804
539	407474
540	301804
542	268962
543	115850
544	115055
601	414342

601	292529
602	303989
603	414760
604	341759
605	223395
606	301804
607	301804
608	431696
609	272043
609	369211
610	319885
610	296046
611	187504
613	165282
614	170663
615	301804
616	247969
617	365887
618	235588
619	301804
620	295552
621	147049
622	404932
623	342905
624	397637
625	198093
626	384723
627	357587
628	301804
629	335575
630	301804
631	342385
632	423176
633	393519
633	401197
634	321991
635	403725
636	301804
637	336520
638	301804
639	289413
640	97447
641	431577
642	283317
643	291851
644	111392

701	389389
702	389275
703	317988
704	244149
706	329840
706	306688
707	384776
708	150126
709	351133
710	295693
711	216623
712	377193
712	245941
713	315348
715	301804
716	185783
717	301804
718	224304
719	427313
720	224305
721	301804
722	409424
723	301804
724	311548
724	416549
725	371306
725	434574
726	435340
726	283022
727	329967
728	104765
729	270961
730	393679
731	386944
732	306170
733	420816
735	288548
736	332765
737	352408
738	358726
739	97686
740	301804
741	280119
743	259013
744	297108
801	282908

802	333677
803	282907
804	333773
806	316678
807	301804
808	182574
809	303302
810	187592
811	301804
812	258184
813	422492
814	310646
815	167274
816,817,819	301804
818	117873
820	301804
821	409203
821	409202
822	309464
823	359043
824	406870
825	404380
827	384366
828	301804
829	301804
830	301804
831	301804
831	114370
832	120409
833	427849
834	244681
835	332998
835	328228
835	332997
835	332999
836	412523
837	339649
838	418947
839	398359
840	301804
841	339293
842	284056
843	349503
844	278911
901	147119
902	301804

903	301804
904	266747
905	353600
905	360819
906	242907
907	329560
908	329276
909	330318
910	320624
911	429187
912	347810
914	387273
915	301804
916	166646
917	413201
918	169559
919	429607
920	301804
921	301804
922	287185
923	422800
924	272761
925	175482
926	328409
926	283854
926	295039
927	262305
928	302097
929	298182
930	433841
931	388197
931	406647
932	412436
933	423253
934	167619
935	233656
936	386118
937	310034
938	283488
939	424440
940	389272
941	366665
942	301804
943	423254
944	294344
1001	335045

1002	314266
1003	407620
1004	244150
1005	154680
1005	383906
1006	364601
1007	392770
1008	189961
1009	375802
1010	417593
1011	301804
1012	301804
1013	379770
1013	342989
1014	301804
1015	348436
1016	116064
1017	424770
1018	372236
1019	147147
1020	301039
1021	382514
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1023	301804
1024	301804
1025	433241
1026	366445
1027	225336
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1029	352240
1030	382511
1031	286706
1032	377143
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1034	435475
1035	326284
1036	426279
1037	97517
1038	328646
1038	381849
1039	407200
1039	392644
1040	301804
1041	244167
1042	336381

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1101	385542
1102	117880
1103	301804
1104	181464
1105	240319
1106	207606
1108	430241
1109	301525
1110	305082
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1111	301804
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1115	203557
1117	417025
1118	389594
1119	413386
1120	301804
1121	299212
1122	367854
1124	300876
1125	220400
1126	270993
1127	315512
1128	400848
1129	335200
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1132	340152
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1134	287186
1135	368509
1135	355808
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1137	130853
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1138	311706
1138	335579
1139	375077
1140	159250
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1142	375690
1143	233261

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1202	371737
1203	328345
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1205	183702
1206	329818
1207	226183
1208	410786
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1212	403707
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1222	329965
1223	311196
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1227	342254
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1239	308452
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1342	309159
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1423	341302
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1442	324826
1443	240373
1444	225722
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1506	331973
1508	106277
1509	196007
1510	140341
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1511	433205
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1512	312867
1512	294461
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1514	333168
1515	301804
1516	117862
1517	162504
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1537	301804
1538	306646
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1540	180405
1541	259301
1542	365519
1543	336464
1544	238665
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1602	301804
1603	309136

1604	346771
1607	301804
1608	301804
1609	254093
1610	232950
1611	301804
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1613	312845
1614	373671
1615	301804
1616	343734
1617	394464
1617	116375
1618	240600
1619	116376
1621	301804
1622	377373
1622	377372
1623	116378
1624	301804
1625	230738
1626	422793
1626	256426
1627	302426
1628	301804
1629	301804
1630	301804
1631	234785
1634	319843
1635	97521
1636	301804
1637	334158
1638	301804
1639	354412
1640	301804
1641	402076
1642	280112
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1644	355801
1701	301804
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1703	301804
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1705	147177
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1720	301804
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1722	301804
1723	304306
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1725	250487
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1729	203423
1730	301804
1731	301804
1732	301804
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1835	181408
1836	220693
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1838	137988
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1839	308761
1840	209579
1840	209581
1840	209580
1840	209582
1840	209583
1842	323216
1843	310390
1844	297129
1883	251480
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1902	369898
1902	369897
1902	327941
1903	419102

1904	233389
1905	163564
1906	367053
1907	116386
1908	301804
1909	320996
1910	198995
1911	301804
1912	301804
1913	147209
1914	301804
1915	250889
1916	301804
1917	425645
1918	154304
1918	400936
1919	421049
1920	294131
1921	364792
1922	294095
1923	301804
1924	323025
1925	406921
1926	230713
1927	301804
1928	173957
1929	340273
1930	301804
1931	354038
1935	376149
1936	97724
1937	167226
1938	283617
1939	264345
1940	130167
1941	146296
1942	180130
1943	364816
1944	309752
2001	301804
2002	301804
2003	301804
2004	301804
2005	301804
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2007	301804

2008	406773
2009	324025
2010	240160
2011	301804
2012	301804
2013	301804
2014	301804
2015	301804
2016	301804
2017	301804
2018	97298
2019	122030
2020	301804
2022	301804
2024	406592
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2039	301804
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2543	301804
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2604	433967
2606	200581
2607	356325
2608	290856
2609	213620
2610	296111
2610	426214
2611	163618
2612	339347
2613	339348
Commercial Area No. 101	301804
Commercial Area No. 102	301804
Commercial Area No. 103	301804
Commercial Area No. 104	301804
Commercial Area No. 105	301804
Commercial Area No. 200	301804
Commercial Area No. 201	301804
Commercial Area No. 202	301804
Commercial Area No. 203	301804
Commercial Area No. 204	301804
Commercial Area No. 205	301804

Commercial Area No. 50	301804
Garage Area No. 1	301804
Sky-Room 30	301804
Storage Areas Nos. 300-A to 300-W	301804
Storage Areas Nos. 350-A to 350-W	301804

2709107

5-30-01

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

LOVE YAMAMOTO & MOTOOKA
MILTON M. MOTOOKA
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813
Tel. No. 532-7900

FIRST AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building (the "Association"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein;

WHEREAS, Section 514A-11(11), Hawaii Revised Statutes, provides that the Declaration may be amended by the vote or written consent of seventy-five percent of all apartment owners; and

WHEREAS by written ballot, more than seventy-five percent (75%) of all apartment owners of the Ilikai Apartment Building gave their written consent to amend the Restated Declaration as indicated below;

NOW, THEREFORE, the Restated Declaration is amended as follows:

1. The entrance, lobby and mall area of the Ilikai Apartment Building be renovated in accordance with the schematic drawing attached hereto as Exhibit 1 and by reference made a part hereof.

2. The Board of Directors of the Association of Apartment Owners of the Ilikai Apartment Building is authorized to amend the Restated Declaration, without the consent or joinder of the apartment owners, as follows: (a) to amend the Restated Declaration by amending Condominium Map No. 3 to delete sheets A2, A3, A4, A36 and A37 and to substitute therein amended sheets A2, A3, A4, A36 and A37 which are to be as-built plans, and (b) to file a verified statement of a registered architect or professional engineer that the amended sheets A2, A3, A4, A36 and A37 fully and accurately depict the layout and location of the renovations as built.

In all other respects, the Restated Declaration, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the

written consent of more than seventy-five percent (75%) of the members of the Association. The First Amendment Of The First Restatement Of The Declaration Of The Association Of Apartment Owners Of The Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "2" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 6th day of MARCH, 2001.

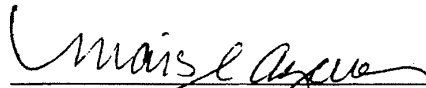
ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI APARTMENT BUILDING

By Alan K. Gamba
Alan K. Gamba
Its Vice President

By James F. Dolim
James F. Dolim
Its Treasurer

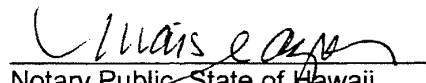
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

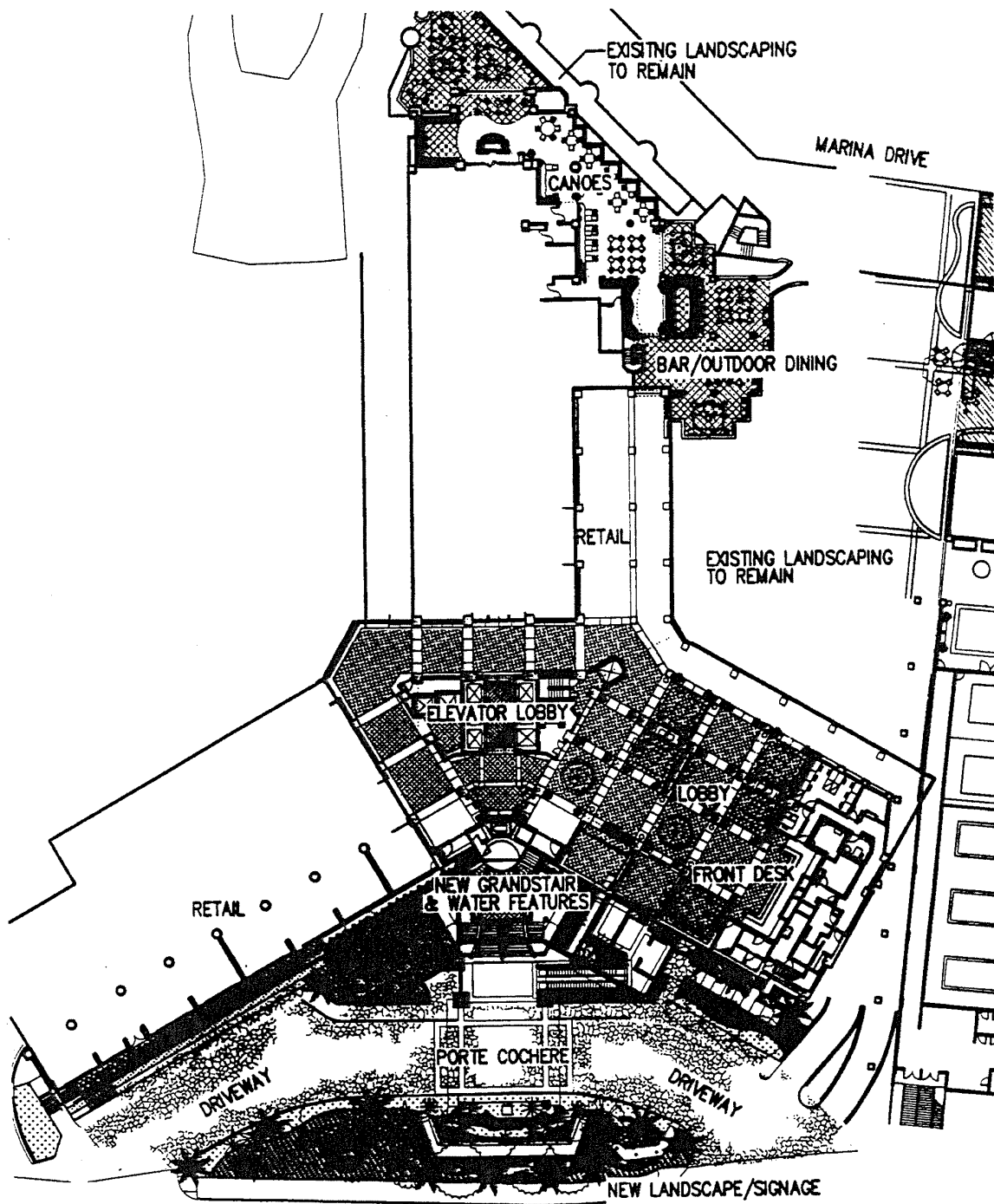
On this 6th day of MARCH, 2001, before me appeared ALAN K. CATIBSKA, to be personally known, who being by me duly sworn, did say HE is the VICE PRESIDENT of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.


Notary Public, State of Hawaii
Printed Name: MARCIA E. AZAMA
My commission expires: 07.12.02

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

On this 6th day of MARCH, 2001, before me appeared JAMES F. DOLIM, to be personally known, who being by me duly sworn, did say HE is the TREASURER of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.


Notary Public, State of Hawaii
Printed Name: MARCIA E. AZAMA
My commission expires: 07.12.02



Wimberly Allison Tong & Goo
Architects, Planners and Consultants

ALA MOANA BLVD

ILIKAI RENOVATION

LOBBY LEVEL

SCALE: 1"=50'

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
301	548458	402	548458
302	548458	403	548458
303	548458	404	548458
304	548458	405	273001
305	548458	405	273000
306	548458	406	548458
307	548458	407	473373
308	548458	408	548458
309	98079	409	98081
310	460584	410	565779
311	548458	411	548458
312	548458	412	548458
313	548458	413	183443
314	548458	414	548458
315	548458	415	548458
316	548458	416	548458
317	548458	417	548458
318	548458	418	548458
319	548458	419	502337
320	548458	420	548458
321	548458	421	188072
322	548458	422	548458
323	548458	423	147029
324	548458	424	548458
325	98080	425	496815
326	272335	426	508133
327	548458	427	548458
328	548458	428	548458
329	548458	429	548458
330	548458	430	186857
331	548458	431	159276
332	548458	432	548458
333	548458	433	490329
334	548458	434	548458
335	548458	435	490093
336	548458	436	531035
337	548458	437	293137
338	548458	438	568355
339	548458	439	537719
340	548458	440	573486
341	548458	441	261916
342	548458	442	548458
343	481793	443	244794
344	524914	444	514457
401	392738	501	489846

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
502	496991	604	565212
503	548458	605	223395
504	468150	606	548458
505	156361	607	548458
506	543664	608 & 1612	486500
507	537314	609	272043
508	163076	609	369211
509	548651	610	319885
510	247943	611	187504
511	548458	613	165282
512	548458	614	462527
513	193264	615	548458
514	549458	616	486308
515	549458	617	365887
516	549458	618	558618
517	147036	619	548458
518	549458	620	529276
519	549458	621	147049
520	549458	622	442567
521	454021	623	342905
522	549458	624	397637
523	549458	625	198093
524	549458	626	467503
525	553057	627	538491
526	287363	628	548458
527	289579	629	543664
528	549458	630	548458
529	492309	631	544500
530	549458	632	423176
531	320009	633	393519
532	548458	633	401197
533	460222	644	321991
534	548458	635	555220
535	414329	636	548458
536	548458	637	336520
537	355073	638	548458
538	548458	639	535036
539	540962	640	471394
540	548458	641	431577
542	453077	642	461695
543	452884	643	500988
544	452885	644	444340
601	482100	701	545051
602	515244	702	389275
603	414760	703	317988

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
704	549847	807	548458
706	329840	808	464001
707	384776	809	495782
708	549075	810	187592
709	351133	811	548458
710	533749	812	516595
711	438452	813	462040
712	498550	814	310646
713	474883	815	167274
714	562233	816	548458
715	548458	817	548458
716	552971	818	117873
717	548458	819	548458
718	577185	820	548458
719	427313	821	409203
720	494918	822	526032
721	548458	823	359043
722	409424	824	406870
723	548458	825	404380
724	311548	827	384366
725	495443	828	548458
725	449443	829	548458
726	482507	830	548458
727	578144	831	548458
728	570716	832	120409
729	270961	833	554637
730	393679	834	474869
731	386944	835	464000
732	306170	836	412523
733	459503	837	339649
735	516327	838	418947
736	332765	839	525341
737	491677	840	548458
738	358726	841	339293
739	535586	842	553115
740	548458	843	482721
741	456088	844	278911
742	416549	901	147119
743	259013	902	548458
744	578074	903	548458
801	487649	904	503401
802	437316	905	353600
803	487645	906	457508
804	437317	907	531508
806	437315	908	329276

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
909	330318	1009	574613
910	320624	1010	417593
911	557840	1011	548458
912	347810	1012	548458
913	548458	1013	379770
914	543832	1014	548458
915	548458	1015	348436
916	463411	1016	116064
917	413201	1017	457993
918	441131	1018	372236
919	542208	1019	147147
920	548458	1020	301039
921	548458	1021	382514
922	287185	1022	532334
923	422800	1023	548458
924	272761	1024	548458
925	554406	1025	433241
926	543672	1026	366445
927	262305	1027	477268
928	302097	1028	332615
929	521230	1029	352240
930	433841	1030	382511
931	406647	1031	286706
932	412436	1032	475414
933	423253	1033	297420
934	512624	1034	457096
935	233656	1035	502608
936	483246	1036	538468
937	518404	1037	445972
938	283488	1038	381849
939	459469	1039	457816
940	542661	1040	548458
941	366665	1041	244167
942	548458	1042	475570
943	423254	1044	403706
944	294344	1101	572015
1001	335045	1102	117880
1002	544401	1103	548458
1003	491500	1104	181464
1004	490230	1105	240319
1005	154680	1106	207606
1005	383906	1108	430241
1006	364601	1109	301525
1007	392770	1110	305082
1008	189961	1111	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1112	548458	1214	438490
1113	566694	1215	548458
1114	570160	1216	457095
1115	203557	1217	407699
1117	417025	1218	263065
1118	389594	1219	294778
1119	413386	1220	198749
1120	548458	1221	297576
1121	299212	1222	481457
1122	367854	1223	311196
1123	555865	1224	97703
1124	300876	1225	294757
1125	463526	1226	343737
1126	270993	1227	342254
1127	502700	1228	556941
1128	400848	1229	528635
1129	335200	1230	473931
1130	476809	1231	293044
1131	473372	1232	548458
1132	340152	1233	399410
1133	356779	1234	548458
1134	468965	1235	548458
1135	530726	1236	548458
1136	532437	1237	530540
1137	542050	1238	223476
1138	543664	1239	396385
1139	565932	1240	190416
1140	159250	1242	146512
1141	325061	1243	534611
1142	375690	1244	483758
1143	233261	1301	548458
1144	403969	1302	244152
1201	569197	1303	548458
1202	371737	1304	339573
1203	502250	1305	548458
1204	360589	1306	536811
1205	575055	1307	379734
1206	511260	1308	102614
1207	226183	1309	153428
1208	410786	1310	483424
1209	258511	1311	548458
1210	530641	1312	362417
1211	548458	1313	431391
1212	403707	1314	439597
1213	548458	1315	365888

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1316	195652	1422	314464
1317	548458	1423	341302
1319	403149	1424	457125
1321	547079	1425	479979
1322	510086	1426	282094
1323	543939	1427	543664
1325	297600	1428	143592
1326	207628	1429	379082
1327	333652	1429	291109
1328	548458	1430	463192
1329	434197	1431	131236
1330	548458	1434	492102
1331	564315	1435	330124
1333	375689	1436 & 612	426581
1334	474012	1437	467620
1335	309000	1438	527105
1336	301738	1439	164109
1337	574108	1440	164108
1338	475672	1441	537884
1339	538338	1442	479254
1340	165549	1443	538991
1341	545826	1444	482912
1342	309159	1501	280603
1343	369785	1502	484636
1344	180463	1503	301939
1401	548458	1504	308455
1402	548458	1505	186169
1403	547481	1506	447672
1404	548458	1507 & 1605	456087
1405	223331	1508	575830
1406	487052	1509	550109
1407	510709	1510	541831
1408	548458	1511	433205
1409	485501	1512	312867
1410	334926	1512	242802
1411	528939	1513	548458
1412	548458	1514	333168
1413	333121	1515	548458
1414	548458	1516	524951
1415	548458	1517	556171
1416	548458	1518	403708
1417	359794	1519	394903
1418	518927	1521	194761
1419	355104	1522	548458
1421	479130	1524	250336

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1525	382559	1631	558143
1526	495278	1634	526956
1527	542051	1635	564938
1528	567327	1636	548458
1529	320972	1637	334158
1530	360025	1638	548458
1532	442749	1639	354412
1533	223909	1640	548458
1534	436906	1641	402076
1535	542992	1642	280112
1536	412605	1643	539109
1537	548458	1644	355801
1538	306646	1701	548458
1539	301804	1702	222061
1540	556458	1703	548458
1541	521983	1704	97522
1542	551176	1705	439438
1543	501483	1706	476933
1544	238665	1707	481637
1601	548458	1708	255167
1602	548458	1709	385524
1603	577398	1710	280420
1604	451043	1711	537838
1607	548458	1712	548458
1608	548458	1713	548458
1609	254093	1714	548458
1610	520785	1715	548458
1611	548458	1716	548458
1613	540364	1717	147193
1614	545546	1718	548458
1615	548458	1719	4995641
1616	478450	1720	548458
1617	394464	1721	293142
1618	573790	1722	548458
1619	467791	1723	552674
1621	548458	1724	531934
1622	377373	1725	484674
1623	515894	1726	535090
1624	548458	1727	548458
1625	230738	1728	548458
1626	422793	1729	203423
1627	302486	1730	548458
1628	548458	1731	548458
1629	548458	1732	548458
1630	548458	1733	491962

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1734	548458	1837	258013
1735	170982	1838	563902
1736	270640	1839	479481
1737	450180	1840	209579
1738	314583	1840	209581
1739	323064	1840	209580
1740	538933	1840	209582
1741	397804	1840	209583
1742	554705	1842	580376
1743	486131	1843	310390
1744	557392	1844	297129
1801	573075	1901	399237
1802	548458	1902	526009
1803	335085	1903	419102
1804	562627	1904	233389
1805	578080	1905	163564
1806	320952	1906	481118
1807	548458	1907	116386
1808	424092	1908	548458
1809	303359	1909	550283
1810	406533	1910	198995
1811	548458	1911	548458
1812	548458	1912	548458
1813	548458	1913	147209
1814	548458	1914	548458
1815	548458	1915	460877
1816	492562	1916	548458
1817	434641	1917	425645
1818	548458	1918	556236
1819	506340	1919	579210
1820	548458	1920	489195
1821	472119	1921	364792
1822	343617	1922	294095
1823	548458	1923	548458
1825	193149	1924	512433
1826	534350	1925	406921
1827	566597	1926	547764
1828	548458	1927	548458
1829	237869	1928	173957
1830	548458	1929	484049
1831	392856	1930	548458
1833	479508	1931	487007
1834	455576	1935	554436
1835	443221	1936	553325
1836	220693	1937	167226

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1938	471558	2039	548458
1939	264345	2040	508894
1940	467857	2043	377853
1941	146296	2044	377854
1942	449540	2101	548458
1943	465585	2102	548458
1944	463419	2103	548458
2001	548458	2104	548458
2002	548458	2105	548458
2003	548458	2106	548458
2004	548458	2107	548458
2005	548458	2108	223266
2006	548458	2109	420866
2007	548458	2110	213470
2008	406773	2111	548458
2009	507482	2112	548458
2010	240160	2113	548458
2011	548458	2114	548458
2012	548458	2115	548458
2013	548458	2116	548458
2014	548458	2117	548458
2015	548458	2118	548458
2016	548458	2119	548458
2017	548458	2120	353891
2018	532092	2121	548458
2019	509513	2122	326972
2020	548458	2123	548458
2021	526954	2124	548458
2022	548458	2125	361726
2023	526954	2126	477991
2024	406592	2127	548458
2025	285172	2128	548458
2026	166060	2129	548458
2027	548458	2130	548458
2028	548458	2131	548458
2029	548458	2132	548458
2030	548458	2133	526955
2031	548458	2133	297530
2032	548458	2134	361592
2033	548458	2135	314298
2034	548458	2136	358939
2035	247614	2137	580527
2036	566436	2138	356597
2037	522463	2139	548458
2038	518589	2140	453814

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2141	507586	2242	548458
2142	384962	2243	548458
2143	292654	2244	548458
2144	421641	2301	548458
2201	548458	2302	548458
2202	548458	2303	548458
2203	548458	2304	548458
2204	548458	2305	548458
2205	548458	2306	548458
2206	548458	2307	548458
2207	548458	2308	548458
2208	548458	2309	548458
2209	548458	2310	548458
2210	548458	2311	548458
2211	548458	2312	548458
2212	548458	2313	548458
2213	548458	2314	548458
2214	548458	2315	548458
2215	548458	2316	548458
2216	548458	2317	548458
2217	548458	2318	548458
2218	548458	2319	548458
2219	548458	2320	548458
2220	548458	2321	548458
2221	548458	2322	548458
2222	548458	2323	548458
2223	548458	2324	548458
2224	548458	2325	548458
2225	548458	2326	548458
2226	548458	2327	548458
2227	548458	2328	548458
2228	548458	2329	548458
2229	548458	2330	548458
2230	548458	2331	548458
2231	548458	2332	548458
2232	548458	2333	548458
2233	548458	2334	548458
2234	548458	2335	548458
2235	548458	2336	548458
2236	548458	2337	548458
2237	548458	2338	548458
2238	548458	2339	548458
2239	548458	2340	548458
2240	548458	2341	548458
2241	548458	2342	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2343	548458	2444	548458
2344	548458	2501	548458
2401	548458	2502	548458
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2440	548458	2541	548458
2441	548458	2542	548458
2442	548458	2543	548458
2443	548458	2544	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2601	562724		
2602	520824		
2603	301668		
2604	464468		
2605	377372		
2606	579170		
2607	356325		
2608	477988		
2609	213620		
2610	465906		
2611	473412		
2612	339347		
2613	339348		
Commercial Area No. 101	548458		
Commercial Area No. 102	548458		
Commercial Area No. 103	548458		
Commercial Area No. 104	548458		
Commercial Area No. 105	548458		
Commercial Area No. 200	548458		
Commercial Area No. 201	548458		
Commercial Area No. 202	548458		
Commercial Area No. 203	548458		
Commercial Area No. 204	548458		
Commercial Area No. 205	548458		
Commercial Area No. 50	548458		
Garage Area No. 1	548458		
Sky-Room 30	548458		
Storage Areas Nos 300-A to 300-W	548458		
Storage Areas Nos. 350-A to 350-W	548458		

3262660

0-9-05

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

MOTOOKA YAMAMOTO & REVERE
MILTON M. MOTOOKA
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813
Tel. No. 532-7900

Ilikai Apartment Building

No. of pages: 16

SECOND AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building (the "Association"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid on June 27, 1994 as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Restated Declaration was subsequently amended by a First Amendment filed as aforesaid on May 30, 2001 as Land Court Document No. 2709107, which amendment (1) attached as Exhibit 1 a schematic drawing showing renovations to the entrance, lobby and mall area of the Ilikai Apartment Building and (2) authorized the Board of Directors of the Association of Apartment Owners of the Ilikai Apartment Building to amend the Restated Declaration by amending Condominium Map No. 3 to delete sheets A2, A3, A4, A36 and A37 and to substitute therein amended sheets A2, A3, A4, A36 and A37 which are to be as-built plans (collectively "Amended Sheets") and to file a verified statement of a registered architect or professional engineer that the Amended Sheets fully and accurately depict the layout and location of the renovations as built ("Architect's Certificate");

NOW, THEREFORE, the Amended Sheets and Architect's Certificate authorized by the First Amendment of the Restated Declaration are hereby submitted for filing at the Bureau of Conveyances of the State of Hawaii, and this Second Amendment Of The First Restatement Of The Declaration Of The Association Of Apartment Owners Of The Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "1" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument
this 24th day of May, 2004.

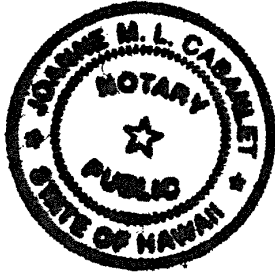
ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI APARTMENT BUILDING

By Alan K Cambra
Alan K. Cambra
Its President

By Lavonne West
Lavonne West
Its Secretary

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

On this 24th day of May, 2004, before me appeared Alan K. Coimbra, to be personally known, who being by me duly sworn, did say he is the President of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that he executed the same as the free act and deed of said Association. Said Association has no seal.



Joanne M.L. Cabanlet
Notary Public, State of Hawaii
Printed Name: Joanne M.L. Cabanlet
My commission expires: 5-9-08

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

On this 24th day of May, 2004, before me appeared LaVonne West, to be personally known, who being by me duly sworn, did say she is the Secretary of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that she executed the same as the free act and deed of said Association. Said Association has no seal.



Joanne M.L. Cabanlet
Notary Public, State of Hawaii
Printed Name: Joanne M.L. Cabanlet
My commission expires: 5-9-08

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
301	548458	402	548458
302	548458	403	548458
303	548458	404	548458
304	548458	405	273001
305	548458	405	273000
306	548458	406	548458
307	548458	407	473373
308	548458	408	548458
309	98079	409	98081
310	460584	410	565779
311	548458	411	548458
312	548458	412	548458
313	548458	413	183443
314	548458	414	548458
315	548458	415	548458
316	548458	416	548458
317	548458	417	548458
318	548458	418	548458
319	548458	419	502337
320	548458	420	548458
321	548458	421	188072
322	548458	422	548458
323	548458	423	147029
324	548458	424	548458
325	98080	425	496815
326	272335	426	508133
327	548458	427	548458
328	548458	428	548458
329	548458	429	548458
330	548458	430	581131
331	548458	431	159276
332	548458	432	548458
333	548458	433	490329
334	548458	434	548458
335	548458	435	490093
336	548458	436	531035
337	548458	437	293137
338	548458	438	568355
339	548458	439	537719
340	548458	440	573486
341	548458	441	261916
342	548458	442	548458
343	481793	443	244794
344	524914	444	514457
401	392738	501	489846

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
502	496991	604	565212
503	548458	605	223395
504	468150	606	548458
505	156361	607	548458
506	543664	608 & 1612	486500
507	537314	609	272043
508	163076	609	369211
509	548651	610	319885
510	247943	611	187504
511	548458	613	551590
512	548458	614	462527
513	193264	615	548458
514	548458	616	486308
515	548458	617	365887
516	548458	618	558618
517	147036	619	548458
518	548458	620	529276
519	548458	621	147049
520	548458	622	442567
521	454021	623	342905
522	548458	624	397637
523	548458	625	198093
524	548458	626	467503
525	553057	627	538491
526	287363	628	548458
527	289579	629	543664
528	548458	630	548458
529	492309	631	544500
530	548458	632	423176
531	320009	633	393519
532	548458	633	401197
533	460222	634	574775
534	548458	635	555220
535	414329	636	548458
536	548458	637	336520
537	355073	638	548458
538	548458	639	535036
539	540962	640	471394
540	548458	641	431577
542	453077	642	461695
543	452884	643	500988
544	452885	644	444340
601	492100	701	545051
602	515244	702	389275
603	414760	703	317988

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
704	549847	808	464001
706	329840	809	495782
707	384776	810	187592
708	585489	811	548458
709	351133	812	516595
710	533749	813	462040
711	438452	814	310646
712	498550	815	167274
713	474883	816	548458
714	562233	817	548458
715	548458	818	117873
716	552971	819	548458
717	548458	820	548458
718	577185	821	409203
719	427313	822	578946
720	494918	823	359043
721	548458	824	406870
722	409424	825	404380
723	548458	827	384366
724	311548	828	548458
725	495443	829	548458
726	578144	830	548458
727	438066	831	548458
728	587252	832	120409
729	270961	833	554637
730	393679	834	474869
731	386944	835	464000
732	306170	836	412523
733	459503	837	339649
735	516327	838	418947
736	332765	839	525341
737	491677	840	548458
738	358726	841	339293
739	535586	842	553115
740	548458	843	482721
741	456088	844	278911
742	416549	901	147119
743	259013	902	548458
744	578074	903	548458
801	487649	904	503401
802	437316	905	353600
803	487645	906	457508
804	437317	907	531508
806	437315	908	518724
807	548458	909	330318

EXHIBIT I

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
910	320624	1011	548458
911	557840	1012	548458
912	347810	1013	379770
913	548458	1014	548458
914	543832	1015	348436
915	548458	1016	116064
916	463411	1017	457993
917	528683	1018	372236
918	441131	1019	147147
919	542208	1020	301039
920	548458	1021	382514
921	548458	1022	532334
922	287185	1023	548458
923	422800	1024	548458
924	587037	1025	433241
925	554406	1026	589914
926	543672	1027	477268
927	262305	1028	332615
928	302097	1029	352240
929	521230	1030	382511
930	543507	1031	286706
931	406647	1032	475414
932	412436	1033	297420
933	423253	1034	457096
934	512624	1035	502608
935	233656	1036	538468
936	483246	1037	445972
937	518404	1038	381849
938	283488	1039	457816
939	459469	1040	548458
940	542661	1041	244167
941	366665	1042	475570
942	548458	1044	403706
943	423254	1101	572015
944	294344	1102	117880
1001	335045	1103	548458
1002	544401	1104	181464
1003	491500	1105	240319
1004	490230	1106	207606
1005	383906	1108	430241
1006	364601	1109	301525
1007	392770	1110	305082
1008	189961	1111	548458
1009	574613	1112	548458
1010	417593	1113	566694

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1114	570160	1216	457095
1115	203557	1217	407699
1117	417025	1218	263065
1118	583999	1219	294778
1119	413386	1220	198749
1120	548458	1221	297576
1121	299212	1222	481457
1122	367854	1223	311196
1123	555865	1224	97703
1124	300876	1225	294757
1125	463526	1226	343737
1126	270993	1227	342254
1127	502700	1228	556941
1128	400848	1229	528635
1129	335200	1230	473931
1130	476809	1231	293044
1131	473372	1232	548458
1132	340152	1233	399410
1133	356779	1234	548458
1134	468965	1235	548458
1135	530726	1236	548458
1136	532437	1237	530540
1137	542050	1238	223476
1138	543664	1239	396385
1139	565932	1240	190416
1140	159250	1242	146512
1141	325061	1243	534611
1142	375690	1244	483758
1143	233261	1301	548458
1144	403969	1302	244152
1201	569197	1303	548458
1202	371737	1304	339573
1203	502250	1305	548458
1204	360589	1306	536811
1205	575055	1307	379734
1206	511260	1308	102614
1207	226183	1309	153428
1208	410786	1310	483424
1209	258511	1311	548458
1210	590010	1312	362417
1211	548458	1313	431391
1212	403707	1314	439597
1213	548458	1315	365888
1214	438490	1316	195652
1215	548458	1317	548458

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1319	403149	1424	457125
1321	580579	1425	479979
1322	510086	1426	282094
1323	543939	1427	543664
1325	297600	1428	143592
1326	207628	1429	379082
1327	333652	1429	291109
1328	548458	1430	463192
1329	434197	1431	131236
1330	548458	1434	492102
1331	564315	1435	330124
1333	375689	1436 & 612	426581
1334	474012	1437	467620
1335	309000	1438	527105
1336	301738	1439	164109
1337	574108	1440	164108
1338	475672	1441	537884
1339	584727	1442	479254
1340	165549	1443	538991
1341	584017	1444	482912
1342	309159	1501	280603
1343	369785	1502	484636
1344	180463	1503	301939
1401	548458	1504	308455
1402	548458	1505	186169
1403	547481	1506	447672
1404	548458	1507 & 1605	456087
1405	223331	1508	575830
1406	487052	1509	550109
1407	510709	1510	541831
1408	548458	1511	433205
1409	485501	1512	312867
1410	334926	1512	242802
1411	528939	1513	548458
1412	548458	1514	333168
1413	333121	1515	548458
1414	548458	1516	524951
1415	548458	1517	556171
1416	548458	1518	403708
1417	359794	1519	394903
1418	518927	1521	194761
1419	355104	1522	548458
1421	479130	1524	250336
1422	314464	1525	382559
1423	341302	1526	495278

EXHIBIT I

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1527	542051	1635	564938
1528	567327	1636	548458
1529	320972	1637	334158
1530	360025	1638	548458
1532	442749	1639	354412
1533	223909	1640	548458
1534	436906	1641	402076
1535	588655	1642	280112
1536	412605	1643	539109
1537	548458	1644	355801
1538	306646	1701	548458
1539	548458	1702	222061
1540	556458	1703	548458
1541	521983	1704	97522
1542	551176	1705	439438
1543	501483	1706	476933
1544	238665	1707	481637
1601	548458	1708	255167
1602	548458	1709	385524
1603	577398	1710	280420
1604	451043	1711	537838
1607	548458	1712	548458
1608	548458	1713	548458
1609	254093	1714	548458
1610	520785	1715	548458
1611	548458	1716	548458
1613	540364	1717	147193
1614	545546	1718	548458
1615	548458	1719	499564
1616	478450	1720	548458
1617	394464	1721	293142
1618	573790	1722	548458
1619	467791	1723	552674
1621	548458	1724	531934
1622	377373	1725	484674
1623	515894	1726	535090
1624	548458	1727	548458
1625	230738	1728	548458
1626	422793	1729	203423
1627	302426	1730	548458
1628	548458	1731	548458
1629	548458	1732	548458
1630	548458	1733	491962
1631	558143	1734	548458
1634	526956	1735	170982

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1736	270640	1839	479481
1737	450180	1840	209579
1738	314583	1840	209581
1739	323064	1840	209580
1740	538933	1840	209582
1741	397804	1840	209583
1742	554705	1842	580376
1743	486131	1843	310390
1744	557392	1844	297129
1801	573075	1901	399237
1802	548458	1902	526009
1803	335085	1903	419102
1804	562627	1904	233389
1805	578080	1905	163564
1806	320952	1906	481118
1807	548458	1907	116386
1808	424092	1908	548458
1809	303359	1909	550283
1810	406533	1910	198995
1811	548458	1911	548458
1812	548458	1912	548458
1813	548458	1913	147209
1814	548458	1914	548458
1815	548458	1915	589243
1816	492562	1916	548458
1817	434641	1917	425645
1818	548458	1918	556236
1819	506340	1919	579210
1820	548458	1920	489195
1821	472119	1921	364792
1822	343617	1922	294095
1823	548458	1923	548458
1825	193149	1924	512433
1826	534350	1925	406921
1827	566597	1926	547764
1828	548458	1927	548458
1829	237869	1928	173957
1830	548458	1929	484049
1831	392856	1930	548458
1833	479508	1931	487007
1834	455576	1935	554436
1835	443221	1936	553325
1836	220693	1937	167226
1837	258013	1938	471558
1838	563902	1939	264345

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1940	467857	2043	377853
1941	146296	2044	377854
1942	449540	2101	548458
1943	465585	2102	548458
1944	463419	2103	548458
2001	548458	2104	548458
2002	548458	2105	548458
2003	548458	2106	548458
2004	548458	2107	548458
2005	548458	2108	223266
2006	548458	2109	420866
2007	548458	2110	213470
2008	406773	2111	548458
2009	507482	2112	548458
2010	240160	2113	548458
2011	548458	2114	548458
2012	548458	2115	548458
2013	548458	2116	548458
2014	548458	2117	548458
2015	548458	2118	548458
2016	548458	2119	548458
2017	548458	2120	353891
2018	578568	2121	548458
2019	509513	2122	326972
2020	548458	2123	548458
2021	526954	2124	548458
2022	548458	2125	361726
2023	526954	2126	477791
2024	406592	2127	548458
2025	285172	2128	548458
2026	565780	2129	548458
2027	548458	2130	548458
2028	548458	2131	548458
2029	548458	2132	548458
2030	548458	2133	526955
2031	548458	2134	361592
2032	548458	2135	314298
2033	548458	2136	358939
2034	548458	2137	580527
2035	247614	2138	356597
2036	566436	2139	548458
2037	522463	2140	453814
2038	518589	2141	507586
2039	548458	2142	384962
2040	508894	2143	292654

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2144	421641	2301	548458
2201	548458	2302	548458
2202	548458	2303	548458
2203	548458	2304	548458
2204	548458	2305	548458
2205	548458	2306	548458
2206	548458	2307	548458
2207	548458	2308	548458
2208	548458	2309	548458
2209	548458	2310	548458
2210	548458	2311	548458
2211	548458	2312	548458
2212	548458	2313	548458
2213	548458	2314	548458
2214	548458	2315	548458
2215	548458	2316	548458
2216	548458	2317	548458
2217	548458	2318	548458
2218	548458	2319	548458
2219	548458	2320	548458
2220	548458	2321	548458
2221	548458	2322	548458
2222	548458	2323	548458
2223	548458	2324	548458
2224	548458	2325	548458
2225	548458	2326	548458
2226	548458	2327	548458
2227	548458	2328	548458
2228	548458	2329	548458
2229	548458	2330	548458
2230	548458	2331	548458
2231	548458	2332	548458
2232	548458	2333	548458
2233	548458	2334	548458
2234	548458	2335	548458
2235	548458	2336	548458
2236	548458	2337	548458
2237	548458	2338	548458
2238	548458	2339	548458
2239	548458	2340	548458
2240	548458	2341	548458
2241	548458	2342	548458
2242	548458	2343	548458
2243	548458	2344	548458
2244	548458	2401	548458

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2402	548458	2503	548458
2403	548458	2504	548458
2404	548458	2505	548458
2405	548458	2506	548458
2406	548458	2507	548458
2407	548458	2508	548458
2408	548458	2509	548458
2409	548458	2510	548458
2410	548458	2511	548458
2411	548458	2512	548458
2412	548458	2513	548458
2413	548458	2514	548458
2414	548458	2515	548458
2415	548458	2516	548458
2416	548458	2517	548458
2417	548458	2518	548458
2418	548458	2519	548458
2419	548458	2520	548458
2420	548458	2521	548458
2421	548458	2522	548458
2422	548458	2523	548458
2423	548458	2524	548458
2424	548458	2525	548458
2425	548458	2526	548458
2426	548458	2527	548458
2427	548458	2528	548458
2428	548458	2529	548458
2429	548458	2530	548458
2430	548458	2531	548458
2431	548458	2532	548458
2432	548458	2533	548458
2433	548458	2534	548458
2434	548458	2535	548458
2435	548458	2536	548458
2436	548458	2537	548458
2437	548458	2538	548458
2438	548458	2539	548458
2439	548458	2540	548458
2440	548458	2541	548458
2441	548458	2542	548458
2442	548458	2543	548458
2443	548458	2544	548458
2444	548458	2601	562724
2501	548458	2602	520824
2502	548458	2603	301668

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2604	464468		
2605	377372		
2606	579170		
2607	356325		
2608	477988		
2609	213620		
2610	465906		
2611	473412		
2612	339347		
2613	339348		
Commercial Area No. 101	548458		
Commercial Area No. 102	548458		
Commercial Area No. 103	548458		
Commercial Area No. 104	548458		
Commercial Area No. 105	548458		
Commercial Area No. 200	548458		
Commercial Area No. 201	548458		
Commercial Area No. 202	548458		
Commercial Area No. 203	548458		
Commercial Area No. 204	548458		
Commercial Area No. 205	548458		
Commercial Area No. 50	548458		
Garage Area No. 1	548458		
Sky-Room 30	548458		
Storage Areas Nos 300-A to 300-W	548458		
Storage Areas Nos. 350-A to 350-W	548458		

2709107

5-30-01

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

LOVE YAMAMOTO & MOTOOKA
MILTON M. MOTOOKA
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813
Tel. No. 532-7900

FIRST AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330,338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building (the "Association"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein;

WHEREAS, Section 514A-11(11), Hawaii Revised Statutes, provides that the Declaration may be amended by the vote or written consent of seventy-five percent of all apartment owners; and

WHEREAS by written ballot, more than seventy-five percent (75%) of all apartment owners of the Ilikai Apartment Building gave their written consent to amend the Restated Declaration as indicated below;

NOW, THEREFORE, the Restated Declaration is amended as follows:

1. The entrance, lobby and mall area of the Ilikai Apartment Building be renovated in accordance with the schematic drawing attached hereto as Exhibit 1 and by reference made a part hereof.

2. The Board of Directors of the Association of Apartment Owners of the Ilikai Apartment Building is authorized to amend the Restated Declaration, without the consent or joinder of the apartment owners, as follows: (a) to amend the Restated Declaration by amending Condominium Map No. 3 to delete sheets A2, A3, A4, A36 and A37 and to substitute therein amended sheets A2, A3, A4, A36 and A37 which are to be as-built plans, and (b) to file a verified statement of a registered architect or professional engineer that the amended sheets A2, A3, A4, A36 and A37 fully and accurately depict the layout and location of the renovations as built.

In all other respects, the Restated Declaration, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the

written consent of more than seventy-five percent (75%) of the members of the Association. The First Amendment Of The First Restatement Of The Declaration Of The Association Of Apartment Owners Of The Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "2" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 6th day of MARCH, 2001.

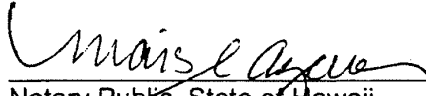
ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI APARTMENT BUILDING

By Alan K. Samba
Alan K. Samba
Its Vice President

By James F. Dolim
James F. Dolim
Its Treasurer

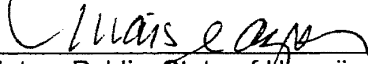
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

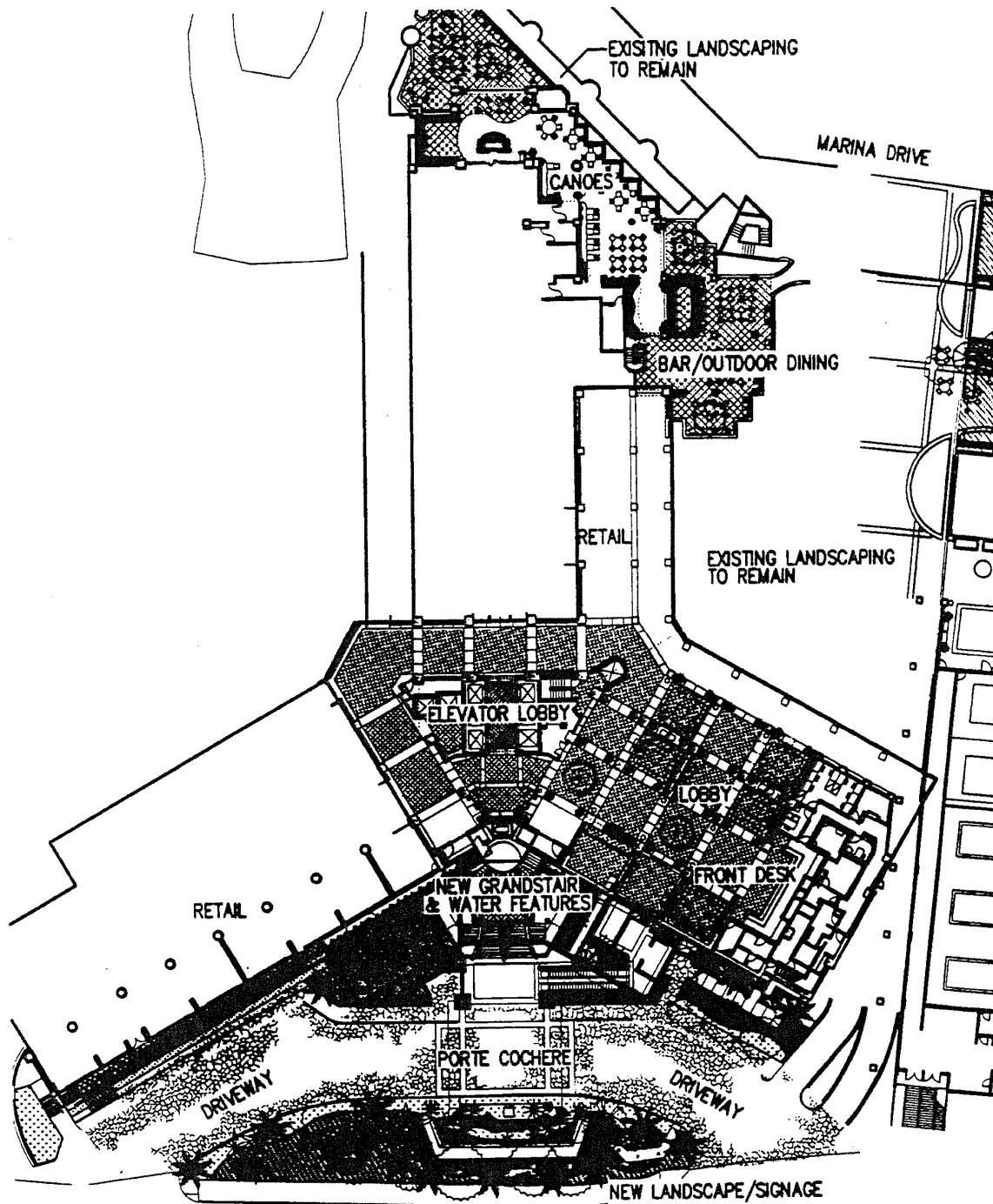
On this 6th day of MARCH, 2001, before me appeared ALAN K. CATUSKA, to be personally known, who being by me duly sworn, did say HE is the VICE PRESIDENT of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.


Notary Public, State of Hawaii
Printed Name: MARCIA E. AZAMA
My commission expires: 07.12.02

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

On this 6th day of MARCH, 2001, before me appeared JAMES F. TOLIM, to be personally known, who being by me duly sworn, did say HE is the TREASURER of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.


Notary Public, State of Hawaii
Printed Name: MARCIA E. AZAMA
My commission expires: 07.12.02



Wimberly Allison Tong & Goo
Architects, Planners and Consultants

ALA MOANA BLVD

ILIKAI RENOVATION

LOBBY LEVEL

SCALE: 1"=50'

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
301	548458	402	548458
302	548458	403	548458
303	548458	404	548458
304	548458	405	273001
305	548458	405	273000
306	548458	406	548458
307	548458	407	473373
308	548458	408	548458
309	98079	409	98081
310	460584	410	565779
311	548458	411	548458
312	548458	412	548458
313	548458	413	183443
314	548458	414	548458
315	548458	415	548458
316	548458	416	548458
317	548458	417	548458
318	548458	418	548458
319	548458	419	502337
320	548458	420	548458
321	548458	421	188072
322	548458	422	548458
323	548458	423	147029
324	548458	424	548458
325	98080	425	496815
326	272335	426	508133
327	548458	427	548458
328	548458	428	548458
329	548458	429	548458
330	548458	430	186857
331	548458	431	159276
332	548458	432	548458
333	548458	433	490329
334	548458	434	548458
335	548458	435	490093
336	548458	436	531035
337	548458	437	293137
338	548458	438	568355
339	548458	439	537719
340	548458	440	573486
341	548458	441	261916
342	548458	442	548458
343	481793	443	244794
344	524914	444	514457
401	392738	501	489846

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
502	496991	604	565212
503	548458	605	223395
504	468150	606	548458
505	156361	607	548458
506	543664	608 & 1612	486500
507	537314	609	272043
508	163076	609	369211
509	548651	610	319885
510	247943	611	187504
511	548458	613	165282
512	548458	614	462527
513	193264	615	548458
514	549458	616	486308
515	549458	617	365887
516	549458	618	558618
517	147036	619	548458
518	549458	620	529276
519	549458	621	147049
520	549458	622	442567
521	454021	623	342905
522	549458	624	397637
523	549458	625	198093
524	549458	626	467503
525	553057	627	538491
526	287363	628	548458
527	289579	629	543664
528	549458	630	548458
529	492309	631	544500
530	549458	632	423176
531	320009	633	393519
532	548458	633	401197
533	460222	644	321991
534	548458	635	555220
535	414329	636	548458
536	548458	637	336520
537	355073	638	548458
538	548458	639	535036
539	540962	640	471394
540	548458	641	431577
542	453077	642	461695
543	452884	643	500988
544	452885	644	444340
601	482100	701	545051
602	515244	702	389275
603	414760	703	317988

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
704	549847	807	548458
706	329840	808	464001
707	384776	809	495782
708	549075	810	187592
709	351133	811	548458
710	533749	812	516595
711	438452	813	462040
712	498550	814	310646
713	474883	815	167274
714	562233	816	548458
715	548458	817	548458
716	552971	818	117873
717	548458	819	548458
718	577185	820	548458
719	427313	821	409203
720	494918	822	526032
721	548458	823	359043
722	409424	824	406870
723	548458	825	404380
724	311548	827	384366
725	495443	828	548458
725	449443	829	548458
726	482507	830	548458
727	578144	831	548458
728	570716	832	120409
729	270961	833	554637
730	393679	834	474869
731	386944	835	464000
732	306170	836	412523
733	459503	837	339649
735	516327	838	418947
736	332765	839	525341
737	491677	840	548458
738	358726	841	339293
739	535586	842	553115
740	548458	843	482721
741	456088	844	278911
742	416549	901	147119
743	259013	902	548458
744	578074	903	548458
801	487649	904	503401
802	437316	905	353600
803	487645	906	457508
804	437317	907	531508
806	437315	908	329276

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
909	330318	1009	574613
910	320624	1010	417593
911	557840	1011	548458
912	347810	1012	548458
913	548458	1013	379770
914	543832	1014	548458
915	548458	1015	348436
916	463411	1016	116064
917	413201	1017	457993
918	441131	1018	372236
919	542208	1019	147147
920	548458	1020	301039
921	548458	1021	382514
922	287185	1022	532334
923	422800	1023	548458
924	272761	1024	548458
925	554406	1025	433241
926	543672	1026	366445
927	262305	1027	477268
928	302097	1028	332615
929	521230	1029	352240
930	433841	1030	382511
931	406647	1031	286706
932	412436	1032	475414
933	423253	1033	297420
934	512624	1034	457096
935	233656	1035	502608
936	483246	1036	538468
937	518404	1037	445972
938	283488	1038	381849
939	459469	1039	457816
940	542661	1040	548458
941	366665	1041	244167
942	548458	1042	475570
943	423254	1044	403706
944	294344	1101	572015
1001	335045	1102	117880
1002	544401	1103	548458
1003	491500	1104	181464
1004	490230	1105	240319
1005	154680	1106	207606
1005	383906	1108	430241
1006	364601	1109	301525
1007	392770	1110	305082
1008	189961	1111	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1112	548458	1214	438490
1113	566694	1215	548458
1114	570160	1216	457095
1115	203557	1217	407699
1117	417025	1218	263065
1118	389594	1219	294778
1119	413386	1220	198749
1120	548458	1221	297576
1121	299212	1222	481457
1122	367854	1223	311196
1123	555865	1224	97703
1124	300876	1225	294757
1125	463526	1226	343737
1126	270993	1227	342254
1127	502700	1228	556941
1128	400848	1229	528635
1129	335200	1230	473931
1130	476809	1231	293044
1131	473372	1232	548458
1132	340152	1233	399410
1133	356779	1234	548458
1134	468965	1235	548458
1135	530726	1236	548458
1136	532437	1237	530540
1137	542050	1238	223476
1138	543664	1239	396385
1139	565932	1240	190416
1140	159250	1242	146512
1141	325061	1243	534611
1142	375690	1244	483758
1143	233261	1301	548458
1144	403969	1302	244152
1201	569197	1303	548458
1202	371737	1304	339573
1203	502250	1305	548458
1204	360589	1306	536811
1205	575055	1307	379734
1206	511260	1308	102614
1207	226183	1309	153428
1208	410786	1310	483424
1209	258511	1311	548458
1210	530641	1312	362417
1211	548458	1313	431391
1212	403707	1314	439597
1213	548458	1315	365888

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1316	195652	1422	314464
1317	548458	1423	341302
1319	403149	1424	457125
1321	547079	1425	479979
1322	510086	1426	282094
1323	543939	1427	543664
1325	297600	1428	143592
1326	207628	1429	379082
1327	333652	1429	291109
1328	548458	1430	463192
1329	434197	1431	131236
1330	548458	1434	492102
1331	564315	1435	330124
1333	375689	1436 & 612	426581
1334	474012	1437	467620
1335	309000	1438	527105
1336	301738	1439	164109
1337	574108	1440	164108
1338	475672	1441	537884
1339	538338	1442	479254
1340	165549	1443	538991
1341	545826	1444	482912
1342	309159	1501	280603
1343	369785	1502	484636
1344	180463	1503	301939
1401	548458	1504	308455
1402	548458	1505	186169
1403	547481	1506	447672
1404	548458	1507 & 1605	456087
1405	223331	1508	575830
1406	487052	1509	550109
1407	510709	1510	541831
1408	548458	1511	433205
1409	485501	1512	312867
1410	334926	1512	242802
1411	528939	1513	548458
1412	548458	1514	333168
1413	333121	1515	548458
1414	548458	1516	524951
1415	548458	1517	556171
1416	548458	1518	403708
1417	359794	1519	394903
1418	518927	1521	194761
1419	355104	1522	548458
1421	479130	1524	250336

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1525	382559	1631	558143
1526	495278	1634	526956
1527	542051	1635	564938
1528	567327	1636	548458
1529	320972	1637	334158
1530	360025	1638	548458
1532	442749	1639	354412
1533	223909	1640	548458
1534	436906	1641	402076
1535	542992	1642	280112
1536	412605	1643	539109
1537	548458	1644	355801
1538	306646	1701	548458
1539	301804	1702	222061
1540	556458	1703	548458
1541	521983	1704	97522
1542	551176	1705	439438
1543	501483	1706	476933
1544	238665	1707	481637
1601	548458	1708	255167
1602	548458	1709	385524
1603	577398	1710	280420
1604	451043	1711	537838
1607	548458	1712	548458
1608	548458	1713	548458
1609	254093	1714	548458
1610	520785	1715	548458
1611	548458	1716	548458
1613	540364	1717	147193
1614	545546	1718	548458
1615	548458	1719	4995641
1616	478450	1720	548458
1617	394464	1721	293142
1618	573790	1722	548458
1619	467791	1723	552674
1621	548458	1724	531934
1622	377373	1725	484674
1623	515894	1726	535090
1624	548458	1727	548458
1625	230738	1728	548458
1626	422793	1729	203423
1627	302486	1730	548458
1628	548458	1731	548458
1629	548458	1732	548458
1630	548458	1733	491962

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1734	548458	1837	258013
1735	170982	1838	563902
1736	270640	1839	479481
1737	450180	1840	209579
1738	314583	1840	209581
1739	323064	1840	209580
1740	538933	1840	209582
1741	397804	1840	209583
1742	554705	1842	580376
1743	486131	1843	310390
1744	557392	1844	297129
1801	573075	1901	399237
1802	548458	1902	526009
1803	335085	1903	419102
1804	562627	1904	233389
1805	578080	1905	163564
1806	320952	1906	481118
1807	548458	1907	116386
1808	424092	1908	548458
1809	303359	1909	550283
1810	406533	1910	198995
1811	548458	1911	548458
1812	548458	1912	548458
1813	548458	1913	147209
1814	548458	1914	548458
1815	548458	1915	460877
1816	492562	1916	548458
1817	434641	1917	425645
1818	548458	1918	556236
1819	506340	1919	579210
1820	548458	1920	489195
1821	472119	1921	364792
1822	343617	1922	294095
1823	548458	1923	548458
1825	193149	1924	512433
1826	534350	1925	406921
1827	566597	1926	547764
1828	548458	1927	548458
1829	237869	1928	173957
1830	548458	1929	484049
1831	392856	1930	548458
1833	479508	1931	487007
1834	455576	1935	554436
1835	443221	1936	553325
1836	220693	1937	167226

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1938	471558	2039	548458
1939	264345	2040	508894
1940	467857	2043	377853
1941	146296	2044	377854
1942	449540	2101	548458
1943	465585	2102	548458
1944	463419	2103	548458
2001	548458	2104	548458
2002	548458	2105	548458
2003	548458	2106	548458
2004	548458	2107	548458
2005	548458	2108	223266
2006	548458	2109	420866
2007	548458	2110	213470
2008	406773	2111	548458
2009	507482	2112	548458
2010	240160	2113	548458
2011	548458	2114	548458
2012	548458	2115	548458
2013	548458	2116	548458
2014	548458	2117	548458
2015	548458	2118	548458
2016	548458	2119	548458
2017	548458	2120	353891
2018	532092	2121	548458
2019	509513	2122	326972
2020	548458	2123	548458
2021	526954	2124	548458
2022	548458	2125	361726
2023	526954	2126	477991
2024	406592	2127	548458
2025	285172	2128	548458
2026	166060	2129	548458
2027	548458	2130	548458
2028	548458	2131	548458
2029	548458	2132	548458
2030	548458	2133	526955
2031	548458	2133	297530
2032	548458	2134	361592
2033	548458	2135	314298
2034	548458	2136	358939
2035	247614	2137	580527
2036	566436	2138	356597
2037	522463	2139	548458
2038	518589	2140	453814

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2141	507586	2242	548458
2142	384962	2243	548458
2143	292654	2244	548458
2144	421641	2301	548458
2201	548458	2302	548458
2202	548458	2303	548458
2203	548458	2304	548458
2204	548458	2305	548458
2205	548458	2306	548458
2206	548458	2307	548458
2207	548458	2308	548458
2208	548458	2309	548458
2209	548458	2310	548458
2210	548458	2311	548458
2211	548458	2312	548458
2212	548458	2313	548458
2213	548458	2314	548458
2214	548458	2315	548458
2215	548458	2316	548458
2216	548458	2317	548458
2217	548458	2318	548458
2218	548458	2319	548458
2219	548458	2320	548458
2220	548458	2321	548458
2221	548458	2322	548458
2222	548458	2323	548458
2223	548458	2324	548458
2224	548458	2325	548458
2225	548458	2326	548458
2226	548458	2327	548458
2227	548458	2328	548458
2228	548458	2329	548458
2229	548458	2330	548458
2230	548458	2331	548458
2231	548458	2332	548458
2232	548458	2333	548458
2233	548458	2334	548458
2234	548458	2335	548458
2235	548458	2336	548458
2236	548458	2337	548458
2237	548458	2338	548458
2238	548458	2339	548458
2239	548458	2340	548458
2240	548458	2341	548458
2241	548458	2342	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2343	548458	2444	548458
2344	548458	2501	548458
2401	548458	2502	548458
2402	548458	2503	548458
2403	548458	2504	548458
2404	548458	2505	548458
2405	548458	2506	548458
2406	548458	2507	548458
2407	548458	2508	548458
2408	548458	2509	548458
2409	548458	2510	548458
2410	548458	2511	548458
2411	548458	2512	548458
2412	548458	2513	548458
2413	548458	2514	548458
2414	548458	2515	548458
2415	548458	2516	548458
2416	548458	2517	548458
2417	548458	2518	548458
2418	548458	2519	548458
2419	548458	2520	548458
2420	548458	2521	548458
2421	548458	2522	548458
2422	548458	2523	548458
2423	548458	2524	548458
2424	548458	2525	548458
2425	548458	2526	548458
2426	548458	2527	548458
2427	548458	2528	548458
2428	548458	2529	548458
2429	548458	2530	548458
2430	548458	2531	548458
2431	548458	2532	548458
2432	548458	2533	548458
2433	548458	2534	548458
2434	548458	2535	548458
2435	548458	2536	548458
2436	548458	2537	548458
2437	548458	2538	548458
2438	548458	2539	548458
2439	548458	2540	548458
2440	548458	2541	548458
2441	548458	2542	548458
2442	548458	2543	548458
2443	548458	2544	548458

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2601	562724		
2602	520824		
2603	301668		
2604	464468		
2605	377372		
2606	579170		
2607	356325		
2608	477988		
2609	213620		
2610	465906		
2611	473412		
2612	339347		
2613	339348		
Commercial Area No. 101	548458		
Commercial Area No. 102	548458		
Commercial Area No. 103	548458		
Commercial Area No. 104	548458		
Commercial Area No. 105	548458		
Commercial Area No. 200	548458		
Commercial Area No. 201	548458		
Commercial Area No. 202	548458		
Commercial Area No. 203	548458		
Commercial Area No. 204	548458		
Commercial Area No. 205	548458		
Commercial Area No. 50	548458		
Garage Area No. 1	548458		
Sky-Room 30	548458		
Storage Areas Nos 300-A to 300-W	548458		
Storage Areas Nos. 350-A to 350-W	548458		

3262660

9-9-05

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (X) TO:

MOTOOKA YAMAMOTO & REVERE
MILTON M. MOTOOKA
1000 Bishop Street, Suite 801
Honolulu, Hawaii 96813
Tel. No. 532-7900

Ilikai Apartment Building

No. of pages: 16

SECOND AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING

WHEREAS, by that certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, As Amended" filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 and noted on Transfer Certificate of Title No. 85,450 (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building (the "Association"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid on June 27, 1994 as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Restated Declaration was subsequently amended by a First Amendment filed as aforesaid on May 30, 2001 as Land Court Document No. 2709107, which amendment (1) attached as Exhibit 1 a schematic drawing showing renovations to the entrance, lobby and mall area of the Ilikai Apartment Building and (2) authorized the Board of Directors of the Association of Apartment Owners of the Ilikai Apartment Building to amend the Restated Declaration by amending Condominium Map No. 3 to delete sheets A2, A3, A4, A36 and A37 and to substitute therein amended sheets A2, A3, A4, A36 and A37 which are to be as-built plans (collectively "Amended Sheets") and to file a verified statement of a registered architect or professional engineer that the Amended Sheets fully and accurately depict the layout and location of the renovations as built ("Architect's Certificate");

NOW, THEREFORE, the Amended Sheets and Architect's Certificate authorized by the First Amendment of the Restated Declaration are hereby submitted for filing at the Bureau of Conveyances of the State of Hawaii, and this Second Amendment Of The First Restatement Of The Declaration Of The Association Of Apartment Owners Of The Ilikai Apartment Building shall be noted on the Transfer Certificates of Title set forth in Exhibit "1" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument
this 24th day of May, 2004.

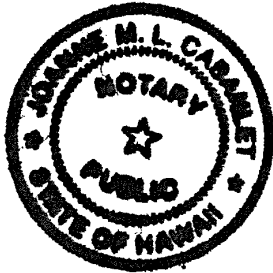
ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI APARTMENT BUILDING

By Alan K Cambra
Alan K. Cambra
Its President

By Layonne West
Layonne West
Its Secretary

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

On this 24th day of May, 2004, before me appeared Alan K. Cambra, to be personally known, who being by me duly sworn, did say he is the president of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that he executed the same as the free act and deed of said Association. Said Association has no seal.



Joanne M.L. Cabanlet
Notary Public, State of Hawaii
Printed Name: Joanne M.L. Cabanlet
My commission expires: 5-9-08

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

On this 24th day of May, 2004, before me appeared LaVonne West, to be personally known, who being by me duly sworn, did say she is the Secretary of the Board of Directors of the Association of Apartment Owners of Ilikai Apartment Building, that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that she executed the same as the free act and deed of said Association. Said Association has no seal.



Joanne M.L. Cabanlet
Notary Public, State of Hawaii
Printed Name: Joanne M.L. Cabanlet
My commission expires: 5-9-08

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
301	548458	402	548458
302	548458	403	548458
303	548458	404	548458
304	548458	405	273001
305	548458	405	273000
306	548458	406	548458
307	548458	407	473373
308	548458	408	548458
309	98079	409	98081
310	460584	410	565779
311	548458	411	548458
312	548458	412	548458
313	548458	413	183443
314	548458	414	548458
315	548458	415	548458
316	548458	416	548458
317	548458	417	548458
318	548458	418	548458
319	548458	419	502337
320	548458	420	548458
321	548458	421	188072
322	548458	422	548458
323	548458	423	147029
324	548458	424	548458
325	98080	425	496815
326	272335	426	508133
327	548458	427	548458
328	548458	428	548458
329	548458	429	548458
330	548458	430	581131
331	548458	431	159276
332	548458	432	548458
333	548458	433	490329
334	548458	434	548458
335	548458	435	490093
336	548458	436	531035
337	548458	437	293137
338	548458	438	568355
339	548458	439	537719
340	548458	440	573486
341	548458	441	261916
342	548458	442	548458
343	481793	443	244794
344	524914	444	514457
401	392738	501	489846

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
502	496991	604	565212
503	548458	605	223395
504	468150	606	548458
505	156361	607	548458
506	543664	608 & 1612	486500
507	537314	609	272043
508	163076	609	369211
509	548651	610	319885
510	247943	611	187504
511	548458	613	551590
512	548458	614	462527
513	193264	615	548458
514	548458	616	486308
515	548458	617	365887
516	548458	618	558618
517	147036	619	548458
518	548458	620	529276
519	548458	621	147049
520	548458	622	442567
521	454021	623	342905
522	548458	624	397637
523	548458	625	198093
524	548458	626	467503
525	553057	627	538491
526	287363	628	548458
527	289579	629	543664
528	548458	630	548458
529	492309	631	544500
530	548458	632	423176
531	320009	633	393519
532	548458	633	401197
533	460222	634	574775
534	548458	635	555220
535	414329	636	548458
536	548458	637	336520
537	355073	638	548458
538	548458	639	535036
539	540962	640	471394
540	548458	641	431577
542	453077	642	461695
543	452884	643	500988
544	452885	644	444340
601	492100	701	545051
602	515244	702	389275
603	414760	703	317988

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
704	549847	808	464001
706	329840	809	495782
707	384776	810	187592
708	585489	811	548458
709	351133	812	516595
710	533749	813	462040
711	438452	814	310646
712	498550	815	167274
713	474883	816	548458
714	562233	817	548458
715	548458	818	117873
716	552971	819	548458
717	548458	820	548458
718	577185	821	409203
719	427313	822	578946
720	494918	823	359043
721	548458	824	406870
722	409424	825	404380
723	548458	827	384366
724	311548	828	548458
725	495443	829	548458
726	578144	830	548458
727	438066	831	548458
728	587252	832	120409
729	270961	833	554637
730	393679	834	474869
731	386944	835	464000
732	306170	836	412523
733	459503	837	339649
735	516327	838	418947
736	332765	839	525341
737	491677	840	548458
738	358726	841	339293
739	535586	842	553115
740	548458	843	482721
741	456088	844	278911
742	416549	901	147119
743	259013	902	548458
744	578074	903	548458
801	487649	904	503401
802	437316	905	353600
803	487645	906	457508
804	437317	907	531508
806	437315	908	518724
807	548458	909	330318

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
910	320624	1011	548458
911	557840	1012	548458
912	347810	1013	379770
913	548458	1014	548458
914	543832	1015	348436
915	548458	1016	116064
916	463411	1017	457993
917	528683	1018	372236
918	441131	1019	147147
919	542208	1020	301039
920	548458	1021	382514
921	548458	1022	532334
922	287185	1023	548458
923	422800	1024	548458
924	587037	1025	433241
925	554406	1026	589914
926	543672	1027	477268
927	262305	1028	332615
928	302097	1029	352240
929	521230	1030	382511
930	543507	1031	286706
931	406647	1032	475414
932	412436	1033	297420
933	423253	1034	457096
934	512624	1035	502608
935	233656	1036	538468
936	483246	1037	445972
937	518404	1038	381849
938	283488	1039	457816
939	459469	1040	548458
940	542661	1041	244167
941	366665	1042	475570
942	548458	1044	403706
943	423254	1101	572015
944	294344	1102	117880
1001	335045	1103	548458
1002	544401	1104	181464
1003	491500	1105	240319
1004	490230	1106	207606
1005	383906	1108	430241
1006	364601	1109	301525
1007	392770	1110	305082
1008	189961	1111	548458
1009	574613	1112	548458
1010	417593	1113	566694

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1114	570160	1216	457095
1115	203557	1217	407699
1117	417025	1218	263065
1118	583999	1219	294778
1119	413386	1220	198749
1120	548458	1221	297576
1121	299212	1222	481457
1122	367854	1223	311196
1123	555865	1224	97703
1124	300876	1225	294757
1125	463526	1226	343737
1126	270993	1227	342254
1127	502700	1228	556941
1128	400848	1229	528635
1129	335200	1230	473931
1130	476809	1231	293044
1131	473372	1232	548458
1132	340152	1233	399410
1133	356779	1234	548458
1134	468965	1235	548458
1135	530726	1236	548458
1136	532437	1237	530540
1137	542050	1238	223476
1138	543664	1239	396385
1139	565932	1240	190416
1140	159250	1242	146512
1141	325061	1243	534611
1142	375690	1244	483758
1143	233261	1301	548458
1144	403969	1302	244152
1201	569197	1303	548458
1202	371737	1304	339573
1203	502250	1305	548458
1204	360589	1306	536811
1205	575055	1307	379734
1206	511260	1308	102614
1207	226183	1309	153428
1208	410786	1310	483424
1209	258511	1311	548458
1210	590010	1312	362417
1211	548458	1313	431391
1212	403707	1314	439597
1213	548458	1315	365888
1214	438490	1316	195652
1215	548458	1317	548458

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1319	403149	1424	457125
1321	580579	1425	479979
1322	510086	1426	282094
1323	543939	1427	543664
1325	297600	1428	143592
1326	207628	1429	379082
1327	333652	1429	291109
1328	548458	1430	463192
1329	434197	1431	131236
1330	548458	1434	492102
1331	564315	1435	330124
1333	375689	1436 & 612	426581
1334	474012	1437	467620
1335	309000	1438	527105
1336	301738	1439	164109
1337	574108	1440	164108
1338	475672	1441	537884
1339	584727	1442	479254
1340	165549	1443	538991
1341	584017	1444	482912
1342	309159	1501	280603
1343	369785	1502	484636
1344	180463	1503	301939
1401	548458	1504	308455
1402	548458	1505	186169
1403	547481	1506	447672
1404	548458	1507 & 1605	456087
1405	223331	1508	575830
1406	487052	1509	550109
1407	510709	1510	541831
1408	548458	1511	433205
1409	485501	1512	312867
1410	334926	1512	242802
1411	528939	1513	548458
1412	548458	1514	333168
1413	333121	1515	548458
1414	548458	1516	524951
1415	548458	1517	556171
1416	548458	1518	403708
1417	359794	1519	394903
1418	518927	1521	194761
1419	355104	1522	548458
1421	479130	1524	250336
1422	314464	1525	382559
1423	341302	1526	495278

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1527	542051	1635	564938
1528	567327	1636	548458
1529	320972	1637	334158
1530	360025	1638	548458
1532	442749	1639	354412
1533	223909	1640	548458
1534	436906	1641	402076
1535	588655	1642	280112
1536	412605	1643	539109
1537	548458	1644	355801
1538	306646	1701	548458
1539	548458	1702	222061
1540	556458	1703	548458
1541	521983	1704	97522
1542	551176	1705	439438
1543	501483	1706	476933
1544	238665	1707	481637
1601	548458	1708	255167
1602	548458	1709	385524
1603	577398	1710	280420
1604	451043	1711	537838
1607	548458	1712	548458
1608	548458	1713	548458
1609	254093	1714	548458
1610	520785	1715	548458
1611	548458	1716	548458
1613	540364	1717	147193
1614	545546	1718	548458
1615	548458	1719	499564
1616	478450	1720	548458
1617	394464	1721	293142
1618	573790	1722	548458
1619	467791	1723	552674
1621	548458	1724	531934
1622	377373	1725	484674
1623	515894	1726	535090
1624	548458	1727	548458
1625	230738	1728	548458
1626	422793	1729	203423
1627	302426	1730	548458
1628	548458	1731	548458
1629	548458	1732	548458
1630	548458	1733	491962
1631	558143	1734	548458
1634	526956	1735	170982

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1736	270640	1839	479481
1737	450180	1840	209579
1738	314583	1840	209581
1739	323064	1840	209580
1740	538933	1840	209582
1741	397804	1840	209583
1742	554705	1842	580376
1743	486131	1843	310390
1744	557392	1844	297129
1801	573075	1901	399237
1802	548458	1902	526009
1803	335085	1903	419102
1804	562627	1904	233389
1805	578080	1905	163564
1806	320952	1906	481118
1807	548458	1907	116386
1808	424092	1908	548458
1809	303359	1909	550283
1810	406533	1910	198995
1811	548458	1911	548458
1812	548458	1912	548458
1813	548458	1913	147209
1814	548458	1914	548458
1815	548458	1915	589243
1816	492562	1916	548458
1817	434641	1917	425645
1818	548458	1918	556236
1819	506340	1919	579210
1820	548458	1920	489195
1821	472119	1921	364792
1822	343617	1922	294095
1823	548458	1923	548458
1825	193149	1924	512433
1826	534350	1925	406921
1827	566597	1926	547764
1828	548458	1927	548458
1829	237869	1928	173957
1830	548458	1929	484049
1831	392856	1930	548458
1833	479508	1931	487007
1834	455576	1935	554436
1835	443221	1936	553325
1836	220693	1937	167226
1837	258013	1938	471558
1838	563902	1939	264345

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
1940	467857	2043	377853
1941	146296	2044	377854
1942	449540	2101	548458
1943	465585	2102	548458
1944	463419	2103	548458
2001	548458	2104	548458
2002	548458	2105	548458
2003	548458	2106	548458
2004	548458	2107	548458
2005	548458	2108	223266
2006	548458	2109	420866
2007	548458	2110	213470
2008	406773	2111	548458
2009	507482	2112	548458
2010	240160	2113	548458
2011	548458	2114	548458
2012	548458	2115	548458
2013	548458	2116	548458
2014	548458	2117	548458
2015	548458	2118	548458
2016	548458	2119	548458
2017	548458	2120	353891
2018	578568	2121	548458
2019	509513	2122	326972
2020	548458	2123	548458
2021	526954	2124	548458
2022	548458	2125	361726
2023	526954	2126	477791
2024	406592	2127	548458
2025	285172	2128	548458
2026	565780	2129	548458
2027	548458	2130	548458
2028	548458	2131	548458
2029	548458	2132	548458
2030	548458	2133	526955
2031	548458	2134	361592
2032	548458	2135	314298
2033	548458	2136	358939
2034	548458	2137	580527
2035	247614	2138	356597
2036	566436	2139	548458
2037	522463	2140	453814
2038	518589	2141	507586
2039	548458	2142	384962
2040	508894	2143	292654

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2144	421641	2301	548458
2201	548458	2302	548458
2202	548458	2303	548458
2203	548458	2304	548458
2204	548458	2305	548458
2205	548458	2306	548458
2206	548458	2307	548458
2207	548458	2308	548458
2208	548458	2309	548458
2209	548458	2310	548458
2210	548458	2311	548458
2211	548458	2312	548458
2212	548458	2313	548458
2213	548458	2314	548458
2214	548458	2315	548458
2215	548458	2316	548458
2216	548458	2317	548458
2217	548458	2318	548458
2218	548458	2319	548458
2219	548458	2320	548458
2220	548458	2321	548458
2221	548458	2322	548458
2222	548458	2323	548458
2223	548458	2324	548458
2224	548458	2325	548458
2225	548458	2326	548458
2226	548458	2327	548458
2227	548458	2328	548458
2228	548458	2329	548458
2229	548458	2330	548458
2230	548458	2331	548458
2231	548458	2332	548458
2232	548458	2333	548458
2233	548458	2334	548458
2234	548458	2335	548458
2235	548458	2336	548458
2236	548458	2337	548458
2237	548458	2338	548458
2238	548458	2339	548458
2239	548458	2340	548458
2240	548458	2341	548458
2241	548458	2342	548458
2242	548458	2343	548458
2243	548458	2344	548458
2244	548458	2401	548458

EXHIBIT I

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2402	548458	2503	548458
2403	548458	2504	548458
2404	548458	2505	548458
2405	548458	2506	548458
2406	548458	2507	548458
2407	548458	2508	548458
2408	548458	2509	548458
2409	548458	2510	548458
2410	548458	2511	548458
2411	548458	2512	548458
2412	548458	2513	548458
2413	548458	2514	548458
2414	548458	2515	548458
2415	548458	2516	548458
2416	548458	2517	548458
2417	548458	2518	548458
2418	548458	2519	548458
2419	548458	2520	548458
2420	548458	2521	548458
2421	548458	2522	548458
2422	548458	2523	548458
2423	548458	2524	548458
2424	548458	2525	548458
2425	548458	2526	548458
2426	548458	2527	548458
2427	548458	2528	548458
2428	548458	2529	548458
2429	548458	2530	548458
2430	548458	2531	548458
2431	548458	2532	548458
2432	548458	2533	548458
2433	548458	2534	548458
2434	548458	2535	548458
2435	548458	2536	548458
2436	548458	2537	548458
2437	548458	2538	548458
2438	548458	2539	548458
2439	548458	2540	548458
2440	548458	2541	548458
2441	548458	2542	548458
2442	548458	2543	548458
2443	548458	2544	548458
2444	548458	2601	562724
2501	548458	2602	520824
2502	548458	2603	301668

EXHIBIT 1

<u>Apartment #</u>	<u>TCT #</u>	<u>Apartment #</u>	<u>TCT #</u>
2604	464468		
2605	377372		
2606	579170		
2607	356325		
2608	477988		
2609	213620		
2610	465906		
2611	473412		
2612	339347		
2613	339348		
Commercial Area No. 101	548458		
Commercial Area No. 102	548458		
Commercial Area No. 103	548458		
Commercial Area No. 104	548458		
Commercial Area No. 105	548458		
Commercial Area No. 200	548458		
Commercial Area No. 201	548458		
Commercial Area No. 202	548458		
Commercial Area No. 203	548458		
Commercial Area No. 204	548458		
Commercial Area No. 205	548458		
Commercial Area No. 50	548458		
Garage Area No. 1	548458		
Sky-Room 30	548458		
Storage Areas Nos 300-A to 300-W	548458		
Storage Areas Nos. 350-A to 350-W	548458		

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L-80 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
DEC 12, 2007 08:01 AM
Doc No(s) 3690591
on Cert(s) AS LISTED HEREIN



/s/ CARL T. WATANABE
ASSISTANT REGISTRAR

26 1/1 25

sc

LAND COURT SYSTEM REGULAR SYSTEM
AFTER RECORDATION RETURN BY () MAIL

CHRISTOPHER SHEA GOODWIN
Attorney At Law
733 Bishop Street Suite 2300
Honolulu, Hawaii 96813
Telephone (808) 531-6465

LC

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Transfer Certificates of Title: See Attached List

**THIRD AMENDMENT OF THE FIRST RESTATEMENT OF
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
THE ILIKAI APARTMENT BUILDING**

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 and Noted on Transfer Certificate of Title No. 85,450 (the "Declaration")¹, ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes); and

¹ A list of the current Transfer Certificates of Title is attached hereto.

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building, now known as the Owners of Ilikai Apartment Building, Inc. (the "Association"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid on June 27, 1994 as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Restated Declaration was subsequently amended by that certain First Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building recorded on May 30, 2001, with the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 2709107, and as noted on the Transfer Certificates of Title referenced therein;

WHEREAS, the Restated Declaration was again amended by that certain Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building recorded on May 3, 2005, with the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 3262660, and as noted on the Transfer Certificates of Title referenced therein;

WHEREAS, H. R. S. §514B-23(b) provides in relevant part, "An amendment to the declaration, bylaws, condominium map or other constituent documents authorized by this section may be adopted by the vote or written consent of a majority of the owners;"

WHEREAS, H. R. S. §514B-32(a) (11) provides in relevant part, “the approval of the owners of at least sixty-seven per cent (67%) of the common interest shall be required for all amendments to the declaration.”

WHEREAS, on November 20, 2007, more than a majority of the owners granted their written consent to amend the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building to reduce the percentage of common interest necessary to amend the Restated Declaration from seventy-five (75%) to sixty-seven (67%);

THEREFORE, in accordance with H. R. S. §514B-23, Paragraph 11 of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building is hereby amended to now read as follows:

The Declaration may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests at any annual meeting or at any special meeting called for such purpose and all modifications or amendments shall be set forth in an amendment to the Declaration and duly recorded as part of the Declaration.

In all other respects, the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building, as amended, is hereby ratified and confirmed and shall be binding upon and insure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify the foregoing amendment was adopted by the written consent of more than a majority of owners.

IN WITNESS WHEREOF, the undersigned have executed this instrument the

_____ day of _____, 20__.

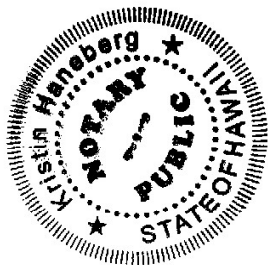
OWNERS OF ILIKAI APARTMENT
BUILDING, INC. ("ASSOCIATION")

By William C. Moore
Printed Name: WILLIAM C. MOORE
Its: Vice President

By Linda Lee Anthony
Printed Name: LINDA LEE ANTHONY
Its: TREASURER

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

On this 10 day of December, 2007 before me personally appeared William E. Moore, to me personally known, who, being by me duly sworn, did say that [s]he is vice president of the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a domestic non-profit corporation; and acknowledged [s]he executed the same as the free act and deed of and by authority of the Board of Directors of the OWNERS OF ILIKAI APARTMENT BUILDING, INC.



Kristin Haneberg
Notary Public, State of Hawaii

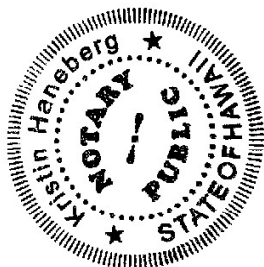
Printed Name of Notary

My commission expires:

Kristin Haneberg
Expiration Date: June 20, 2008

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

On this 10 day of December, 2007 before me personally appeared Undalee Anthony, to me personally known, who, being by me duly sworn, did say that [s]he is Treasurer of the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a domestic non-profit corporation; and acknowledged [s]he executed the same as the free act and deed of and by authority of the Board of Directors of the OWNERS OF ILIKAI APARTMENT BUILDING, INC.



Kristin Haneberg
Notary Public, State of Hawaii

Printed Name of Notary

My commission expires:

Kristin Haneberg
Expiration Date: June 20, 2008

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
301	745388
302	813267
303	745388
304	844607
305	745388
306	813267
307	745388
308	813267
309	782109
310	460584
311	745388
312	745388
313	745388
314	745388
315	745388
316	745388
317	745388
318	745388
319	745388
320	745388
321	745388
322	745388
323	745388
324	745388
325	746896
326	745970
327	813267
328	745388
329	813267
330	745388
331	813267
332	745388
333	813267
334	745388
335	813267
336	745388
337	813267
338	745388
339	813267
340	745388
341	813267
342	745388
343	636547
344	723605
401	392738
402	813267
403	745388
404	870387
405	651719

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
406	841930
407	751248
408	846471
409	590692
410	565779
411	745388
412	872950
413	617896
414	872951
415	745388
416	872952
417	745388
418	872953
419	502337
420	869450
421	740818
422	872954
423	147029
424	872955
425	496815
426	816411
427	813267
428	745388
429	813267
430	708020
431	159276
432	745388
433	490329
434	745388
435	490093
436	531035
437	792053
438	568355
439	537719
440	767243
441	261916
442	745388
443	592121
444	514457
501	847901
502	616963
503	745388
504	697188
505	156361
506	543664
507	797524
508	163076
509	765267
510	704289

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
511	745388
512	846472
513	193264
514	848119
515	745388
516	848128
517	147036
518	852310
519	745388
520	836041
521	454021
522	813267
523	745388
524	854878
525	553057
526	287363
527	749822
528	872956
529	646463
530	745388
531	320009
532	745388
533	745713
534	745388
535	414329
536	745388
537	617189
538	745388
539	701085
540	745388
542	453077
543	452884
544	452885
601	492100
602	651887
603	414760
604	648668
605	694070
606	841927
607	813267
608	837790
609	722060
610	319885
611	755027
612	797489
613	774349
614	750584
615	872957
616	627641

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
617	365887
618	705118
619	840868
620	529276
621	854976
622	776084
623	597626
624	782727
625	651888
626	719231
627	538491
628	872958
629	706104
630	872959
631	658339
632	676351
633	613793
634	574775
635	729825
636	745388
637	336520
638	813267
639	729192
640	880946
641	623140
642	652013
643	500988
644	738849
701	545051
702	692871
703	673623
704	616319
705	228656
706	329840
707	384776
708	585489
709	351133
710	716285
711	681319
712	498550
713	674949
714	831477
715	745388
716	552971
717	745388
718	659683
719	427313
720	494918
721	745388

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
722	409424
723	745388
724	790774
725	495443
726	843158
727	762689
728	726054
729	702240
730	670568
731	831681
732	306170
733	670026
734	701806
735	516327
736	332765
737	871576
738	732947
739	806784
740	745388
741	862079
742	808580
743	259013
744	686600
801	487649
802	437316
803	487645
804	437317
805	585814
806	437315
807	813267
808	747182
809	812303
810	840141
811	872960
812	516595
813	462040
814	721922
815	684636
816	835916
817	845759
818	831022
819	872961
820	856868
821	409203
822	680526
823	359043
824	406870
825	404380
826	686422

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
827	884792
828	843870
829	841064
830	872962
831	867474
832	769747
833	877302
834	474869
835	793278
836	412523
837	339649
838	718224
839	525341
840	871498
841	339293
842	553115
843	482721
844	278911
901	672682
902	745388
903	745388
904	503401
905	601472
906	457508
907	531508
908	518724
909	330318
910	320624
911	727597
912	875355
913	745388
914	543832
915	745388
916	770880
917	528683
918	441131
919	542208
920	745388
921	745388
922	287185
923	422800
924	807883
925	786819
926	734333
927	808964
928	596925
929	804670
930	638678
931	722043

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
932	650162
933	825298
934	512624
935	233656
936	483246
937	830711
938	772487
939	459469
940	771303
941	807972
942	745388
943	856513
944	294344
1001	754621
1002	745283
1003	786323
1004	782309
1005	789822
1006	364601
1007	392770
1008	189961
1009	638995
1010	828271
1011	745388
1012	745388
1013	830933
1014	745388
1015	348436
1016	116064
1017	457993
1018	784526
1019	147147
1020	301039
1021	595318
1022	688507
1023	745388
1024	745388
1025	830074
1026	675104
1027	477268
1028	332615
1029	352240
1030	382511
1031	286706
1032	732137
1033	297420
1034	877469
1035	502608
1036	538468

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1037	445972
1038	711404
1039	755036
1040	745388
1041	691163
1042	598115
1043	836507
1044	403706
1101	572015
1102	117880
1103	745388
1104	181464
1105	240319
1106	207606
1107	782108
1108	430241
1109	301525
1110	721122
1111	745388
1112	745388
1113	707954
1114	570160
1115	864617
1116	732045
1117	821485
1118	708490
1119	748452
1120	843871
1121	628764
1122	771176
1123	765016
1124	300876
1125	463526
1126	776557
1127	502700
1128	873047
1129	335200
1130	681883
1131	647679
1132	340152
1133	670582
1134	639741
1135	530726
1136	705712
1137	864577
1138	701176
1139	565932
1140	820024
1141	725087

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1142	713561
1143	605736
1144	403969
1201	839915
1202	717043
1203	502250
1204	681670
1205	670337
1206	784068
1207	716045
1208	410786
1209	691374
1210	590010
1211	745388
1212	403707
1213	745388
1214	746291
1215	745388
1216	712350
1217	407699
1218	673399
1219	630511
1220	853463
1221	297576
1222	598817
1223	840525
1224	776332
1225	857339
1226	745405
1227	804049
1228	729096
1229	528635
1230	647083
1231	293044
1232	813267
1233	700191
1234	813267
1235	837525
1236	860938
1237	530540
1238	223476
1239	396385
1240	648611
1242	651112
1243	640167
1244	676238
1301	745388
1302	244152
1303	745388

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1304	615129
1305	745388
1306	798546
1307	379734
1308	723805
1309	153428
1310	483424
1311	745388
1312	647164
1313	729098
1314	439597
1315	365888
1316	195652
1317	745388
1318	850018
1319	403149
1321	585523
1322	673535
1323	618803
1325	688577
1326	207628
1327	789191
1328	813267
1329	716261
1330	813267
1331	630886
1333	735037
1334	474012
1335	784884
1336	620157
1337	574108
1338	677031
1339	584727
1340	165549
1341	724741
1342	309159
1343	369785
1344	180463
1401	872963
1402	871717
1403	547481
1404	844748
1405	223331
1406	487052
1407	510709
1408	837027
1409	485501
1410	710497
1411	661428

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1412	847001
1413	779806
1414	848524
1415	872964
1416	840340
1417	635968
1418	672059
1419	839916
1421	647859
1422	799471
1423	341302
1424	864438
1425	727598
1426	639580
1427	543664
1428	143592
1429	648612
1430	647293
1431	131236
1434	492102
1435	330124
1436	593361
1437	467620
1438	770993
1439	164109
1440	164108
1441	866395
1442	479254
1443	538991
1444	482912
1501	280603
1502	598537
1503	859134
1504	308455
1505	186169
1506	447672
1507	842912
1508	722975
1509	610428
1510	541831
1511	433205
1512	791518
1513	872965
1514	333168
1515	872966
1516	708626
1517	556171
1518	403708
1519	671390

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1521	680043
1522	836523
1523	601477
1524	250336
1525	704379
1526	792133
1527	636463
1528	567327
1529	845614
1530	879956
1531	299020
1532	621516
1533	223909
1534	805696
1535	737265
1536	865094
1537	840460
1538	701888
1539	841925
1540	744711
1541	764159
1542	551176
1543	501483
1544	238665
1601	872967
1602	840702
1603	738902
1604	451043
1605	859958
1606	642001
1607	849206
1608	835428
1609	254093
1610	520785
1611	872968
1612	837877
1613	540364
1614	838925
1615	872969
1616	634417
1617	631889
1618	573790
1619	467791
1621	872970
1622	807113
1623	515894
1624	859266
1625	729241
1626	690168

Ilkai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1627	661590
1628	813267
1629	862924
1630	813267
1631	558143
1634	526956
1635	738900
1636	860937
1637	803115
1638	850331
1639	354412
1640	849587
1641	844640
1642	666889
1643	695022
1644	860142
1701	872971
1702	808928
1703	872972
1704	97522
1705	685681
1706	476933
1707	755035
1708	780449
1709	385524
1710	854557
1711	537838
1712	852509
1713	872973
1714	854154
1715	872974
1716	838905
1717	841016
1718	848120
1719	654371
1720	847166
1721	767520
1722	862783
1723	552674
1724	531934
1725	705921
1726	535090
1727	846717
1728	851717
1729	203423
1730	858914
1731	840459
1732	862782
1733	612423

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1734	813267
1735	170982
1736	270640
1737	817688
1738	872789
1739	724447
1740	863666
1741	669660
1742	554705
1743	486131
1744	557392
1801	763360
1802	836524
1803	335085
1804	698897
1805	718635
1806	320952
1807	745388
1808	424092
1809	303359
1810	406533
1811	745388
1812	886233
1813	745388
1814	839308
1815	745388
1816	492562
1817	434641
1818	850887
1819	806505
1820	850915
1821	472119
1822	343617
1823	745388
1825	193149
1826	648610
1827	799269
1828	854961
1829	824410
1830	847164
1831	833260
1833	863682
1834	455576
1835	837664
1836	834567
1837	258013
1838	808929
1839	479481
1840	209579, 209580, 209581, 209582 & 209583

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1841	737985
1842	663979
1843	718329
1844	688414
1901	399237
1902	696957
1903	419102
1904	635005
1905	680981
1906	737169
1907	116386
1908	840501
1909	606458
1910	863680
1911	872975
1912	853308
1913	768754
1914	843740
1915	589243
1916	841347
1917	661983
1918	821565
1919	579210
1920	489195
1921	364792
1922	294095
1923	856553
1924	512433
1925	768840
1926	858756
1927	861204
1928	873020
1929	705681
1930	844434
1931	487007
1934	688996
1935	554436
1936	856237
1937	167226
1938	780686
1939	264345
1940	467857
1941	146296
1942	449540
1943	598630
1944	463419
2001	872976
2002	846049
2003	872977

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2004	848807
2005	872978
2006	837524
2007	872979
2008	811715
2009	855995
2010	794891
2011	872980
2012	845760
2013	872981
2014	837820
2015	872982
2016	840341
2017	872983
2018	725055
2019	719686
2020	853341
2021	853261
2022	853044
2023	867938
2024	821564
2025	285172
2026	565780
2027	844749
2028	853209
2029	848915
2030	871646
2031	813267
2032	860873
2033	839382
2034	847167
2035	695472
2036	848886
2037	770233
2038	676920
2039	836794
2040	827245
2041	633899
2042	275013
2043	632759
2044	632759
2101	872984
2102	836461
2103	872985
2104	836795
2105	872986
2106	860129
2107	872987
2108	626981

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2109	761222
2110	213470
2111	872988
2112	846066
2113	872989
2114	832602
2115	872990
2116	854446
2117	872991
2118	851718
2119	872992
2120	620614
2121	844608
2122	815870
2123	861948
2124	848118
2125	592213
2126	477791
2127	844750
2128	864593
2129	840867
2130	851719
2131	841346
2132	813267
2133	526955
2134	361592
2135	314298
2136	600473
2137	693621
2138	648139
2139	838904
2140	620103
2141	507586
2142	384962
2143	292654
2144	421641
2201	813267
2202	813267
2203	813267
2204	813267
2205	813267
2206	813267
2207	813267
2208	813267
2209	813267
2210	813267
2211	813267
2212	813267
2213	813267

Iikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2214	813267
2215	813267
2216	813267
2217	813267
2218	813267
2219	813267
2220	813267
2221	813267
2222	813267
2223	813267
2224	813267
2225	813267
2226	813267
2227	813267
2228	813267
2229	813267
2230	813267
2231	813267
2232	813267
2233	813267
2234	813267
2235	813267
2236	813267
2237	813267
2238	813267
2239	813267
2240	813267
2241	813267
2242	813267
2243	813267
2244	813267
2301	813267
2302	813267
2303	813267
2304	813267
2305	813267
2306	813267
2307	813267
2308	813267
2309	813267
2310	813267
2311	813267
2312	813267
2313	813267
2314	813267
2315	813267
2316	813267
2317	813267
2318	813267

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2319	813267
2320	813267
2321	813267
2322	813267
2323	813267
2324	813267
2325	813267
2326	813267
2327	813267
2328	813267
2329	813267
2330	813267
2331	813267
2332	813267
2333	813267
2334	813267
2335	813267
2336	813267
2337	813267
2338	813267
2339	813267
2340	813267
2341	813267
2342	813267
2343	813267
2344	813267
2401	813267
2402	813267
2403	813267
2404	813267
2405	813267
2406	813267
2407	813267
2408	813267
2409	813267
2410	813267
2411	813267
2412	813267
2413	813267
2414	813267
2415	813267
2416	813267
2417	813267
2418	813267
2419	813267
2420	813267
2421	813267
2422	813267
2423	813267

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2424	813267
2425	813267
2426	813267
2427	813267
2428	813267
2429	813267
2430	813267
2431	813267
2432	813267
2433	813267
2434	813267
2435	813267
2436	813267
2437	813267
2438	813267
2439	813267
2440	813267
2441	813267
2442	813267
2443	813267
2444	813267
2501	813267
2502	813267
2503	813267
2504	813267
2505	813267
2506	813267
2507	813267
2508	813267
2509	813267
2510	813267
2511	813267
2512	813267
2513	813267
2514	813267
2515	813267
2516	813267
2517	813267
2518	813267
2519	813267
2520	813267
2521	813267
2522	813267
2523	813267
2524	813267
2525	813267
2526	813267
2527	813267
2528	813267

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2529	813267
2530	813267
2531	813267
2532	813267
2533	813267
2534	813267
2535	813267
2536	813267
2537	813267
2538	813267
2539	813267
2540	813267
2541	813267
2542	813267
2543	813267
2544	813267
PH2601	562724
PH2602	625518
PH2603	862249
PH2604	464468
PH2605	686508
PH2606	744350
PH2607	718120
PH2608	477988
PH2609	213620
PH2610	465906
PH2611	663234
PH2612	845331
PH2613	845330
Commercial Area No. 50	813269
Commercial Area No. 101	813269
Commercial Area No. 102	813269
Commercial Area No. 103	813269
Commercial Area No. 104	813269
Commercial Area No. 105	813269
Commercial Area No. 200	813269
Commercial Area No. 201	813269
Commercial Area No. 202	813269
Commercial Area No. 203	813269
Commercial Area No. 204	813269
Commercial Area No. 205	813269
Garage Area No. 1	813269
Laundry Area Nos. 350-A to 350-W	813269
Sky Room 30	813269
Storage Area Nos. 300-A to 300-W	813269

This is a copy of Bureau of Conveyances

Document No. _____, and / or
Land Court Document No. 3690591,
affecting Certificate of Title No. as listed herein
recorded on 12/12/07 at 8:01 o'clock a.m.

TITLE GUARANTY OF HAWAII, INCORPORATED

LAND COURT SYSTEM
AFTER RECORDATION RETURN BY () MAIL

REGULAR SYSTEM

CHRISTOPHER SHEA GOODWIN
Attorney At Law
733 Bishop Street Suite 2300
Honolulu, Hawaii 96813
Telephone (808) 531-6465

LC

Ta Accom 384982D

26 pages

Transfer Certificates of Title: See Attached List

**THIRD AMENDMENT OF THE FIRST RESTATEMENT OF
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
THE ILIKAI APARTMENT BUILDING**

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 and Noted on Transfer Certificate of Title No. 85,450 (the "Declaration")¹, ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended (now known as the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes); and

¹ A list of the current Transfer Certificates of Title is attached hereto.

WHEREAS, the Declaration provided for the organization of the Association of Apartment Owners of Ilikai Apartment Building, now known as the Owners of Ilikai Apartment Building, Inc. (the "Association"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement Of The Declaration of Condominium Property Regime Of The Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed as aforesaid on June 27, 1994 as Land Court Document No. 2158834 and noted on the Transfer Certificates of Title referenced therein; and

WHEREAS, the Restated Declaration was subsequently amended by that certain First Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building recorded on May 30, 2001, with the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 2709107, and as noted on the Transfer Certificates of Title referenced therein;

WHEREAS, the Restated Declaration was again amended by that certain Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building recorded on May 3, 2005, with the Office of the Assistant Registrar of the State of Hawaii as Land Court Document No. 3262660, and as noted on the Transfer Certificates of Title referenced therein;

WHEREAS, H. R. S. §514B-23(b) provides in relevant part, "An amendment to the declaration, bylaws, condominium map or other constituent documents authorized by this section may be adopted by the vote or written consent of a majority of the owners;"

WHEREAS, H. R. S. §514B-32(a) (11) provides in relevant part, “the approval of the owners of at least sixty-seven per cent (67%) of the common interest shall be required for all amendments to the declaration.”

WHEREAS, on November 20, 2007, more than a majority of the owners granted their written consent to amend the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building to reduce the percentage of common interest necessary to amend the Restated Declaration from seventy-five (75%) to sixty-seven (67%);

THEREFORE, in accordance with H. R. S. §514B-23, Paragraph 11 of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building is hereby amended to now read as follows:

The Declaration may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests at any annual meeting or at any special meeting called for such purpose and all modifications or amendments shall be set forth in an amendment to the Declaration and duly recorded as part of the Declaration.

In all other respects, the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building, as amended, is hereby ratified and confirmed and shall be binding upon and insure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify the foregoing amendment was adopted by the written consent of more than a majority of owners.

IN WITNESS WHEREOF, the undersigned have executed this instrument the

_____ day of _____, 20__.

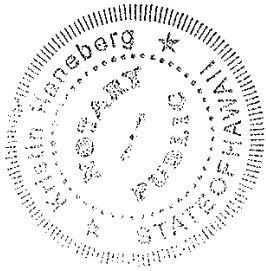
OWNERS OF ILIKAI APARTMENT
BUILDING, INC. ("ASSOCIATION")

By William C. Moore
Printed Name: WILLIAM C. MOORE
Its: VICE PRESIDENT

By Linda Lee Anthony
Printed Name: LINDA LEE ANTHONY
Its: TREASURER

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

On this 10 day of December, 2007 before me personally appeared William C. Moore, to me personally known, who, being by me duly sworn, did say that [s]he is vice president of the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a domestic non-profit corporation; and acknowledged [s]he executed the same as the free act and deed of and by authority of the Board of Directors of the OWNERS OF ILIKAI APARTMENT BUILDING, INC.



Kristin Hensberg
Notary Public, State of Hawaii

Printed Name of Notary

My commission expires: _____

Kristin Hensberg
Expiration Date: June 20, 2008

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

On this 10 day of December, 2007 before me personally appeared Linda Lee Anthony, to me personally known, who, being by me duly sworn, did say that [s]he is Treasurer of the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a domestic non-profit corporation; and acknowledged [s]he executed the same as the free act and deed of and by authority of the Board of Directors of the OWNERS OF ILIKAI APARTMENT BUILDING, INC.



Kristin Hensberg
Notary Public, State of Hawaii

Printed Name of Notary

My commission expires: _____

Kristin Hensberg
Expiration Date: June 20, 2008

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
301	745388
302	813267
303	745388
304	844607
305	745388
306	813267
307	745388
308	813267
309	782109
310	460584
311	745388
312	745388
313	745388
314	745388
315	745388
316	745388
317	745388
318	745388
319	745388
320	745388
321	745388
322	745388
323	745388
324	745388
325	746896
326	745970
327	813267
328	745388
329	813267
330	745388
331	813267
332	745388
333	813267
334	745388
335	813267
336	745388
337	813267
338	745388
339	813267
340	745388
341	813267
342	745388
343	636547
344	723605
401	392738
402	813267
403	745388
404	870387
405	651719

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
406	841930
407	751248
408	846471
409	590692
410	565779
411	745388
412	872950
413	617896
414	872951
415	745388
416	872952
417	745388
418	872953
419	502337
420	869450
421	740818
422	872954
423	147029
424	872955
425	496815
426	816411
427	813267
428	745388
429	813267
430	708020
431	159276
432	745388
433	490329
434	745388
435	490093
436	531035
437	792053
438	568355
439	537719
440	767243
441	261916
442	745388
443	592121
444	514457
501	847901
502	616963
503	745388
504	697188
505	156361
506	543664
507	797524
508	163076
509	765267
510	704289

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
511	745388
512	846472
513	193264
514	848119
515	745388
516	848128
517	147036
518	852310
519	745388
520	836041
521	454021
522	813267
523	745388
524	854878
525	553057
526	287363
527	749822
528	872956
529	646463
530	745388
531	320009
532	745388
533	745713
534	745388
535	414329
536	745388
537	617189
538	745388
539	701085
540	745388
542	453077
543	452884
544	452885
601	492100
602	651887
603	414760
604	648668
605	694070
606	841927
607	813267
608	837790
609	722060
610	319885
611	755027
612	797489
613	774349
614	750584
615	872957
616	627641

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
617	365887
618	705118
619	840868
620	529276
621	854976
622	776084
623	597626
624	782727
625	651888
626	719231
627	538491
628	872958
629	706104
630	872959
631	658339
632	676351
633	613793
634	574775
635	729825
636	745388
637	336520
638	813267
639	729192
640	880946
641	623140
642	652013
643	500988
644	738849
701	545051
702	692871
703	673623
704	616319
705	228656
706	329840
707	384776
708	585489
709	351133
710	716285
711	681319
712	498550
713	674949
714	831477
715	745388
716	552971
717	745388
718	659683
719	427313
720	494918
721	745388

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
722	409424
723	745388
724	790774
725	495443
726	843158
727	762689
728	726054
729	702240
730	670568
731	831681
732	306170
733	670026
734	701806
735	516327
736	332765
737	871576
738	732947
739	806784
740	745388
741	862079
742	808580
743	259013
744	686600
801	487649
802	437316
803	487645
804	437317
805	585814
806	437315
807	813267
808	747182
809	812303
810	840141
811	872960
812	516595
813	462040
814	721922
815	684636
816	835916
817	845759
818	831022
819	872961
820	856868
821	409203
822	680526
823	359043
824	406870
825	404380
826	686422

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
827	884792
828	843870
829	841064
830	872962
831	867474
832	769747
833	877302
834	474869
835	793278
836	412523
837	339649
838	718224
839	525341
840	871498
841	339293
842	553115
843	482721
844	278911
901	672682
902	745388
903	745388
904	503401
905	601472
906	457508
907	531508
908	518724
909	330318
910	320624
911	727597
912	875355
913	745388
914	543832
915	745388
916	770880
917	528683
918	441131
919	542208
920	745388
921	745388
922	287185
923	422800
924	807883
925	786819
926	734333
927	808964
928	596925
929	804670
930	638678
931	722043

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
932	650162
933	825298
934	512624
935	233656
936	483246
937	830711
938	772487
939	459469
940	771303
941	807972
942	745388
943	856513
944	294344
1001	754621
1002	745283
1003	786323
1004	782309
1005	789822
1006	364601
1007	392770
1008	189961
1009	638995
1010	828271
1011	745388
1012	745388
1013	830933
1014	745388
1015	348436
1016	116064
1017	457993
1018	784526
1019	147147
1020	301039
1021	595318
1022	688507
1023	745388
1024	745388
1025	830074
1026	675104
1027	477268
1028	332615
1029	352240
1030	382511
1031	286706
1032	732137
1033	297420
1034	877469
1035	502608
1036	538468

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1037	445972
1038	711404
1039	755036
1040	745388
1041	691163
1042	598115
1043	836507
1044	403706
1101	572015
1102	117880
1103	745388
1104	181464
1105	240319
1106	207606
1107	782108
1108	430241
1109	301525
1110	721122
1111	745388
1112	745388
1113	707954
1114	570160
1115	864617
1116	732045
1117	821485
1118	708490
1119	748452
1120	843871
1121	628764
1122	771176
1123	765016
1124	300876
1125	463526
1126	776557
1127	502700
1128	873047
1129	335200
1130	681883
1131	647679
1132	340152
1133	670582
1134	639741
1135	530726
1136	705712
1137	864577
1138	701176
1139	565932
1140	820024
1141	725087

Iiikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1142	713561
1143	605736
1144	403969
1201	839915
1202	717043
1203	502250
1204	681670
1205	670337
1206	784068
1207	716045
1208	410786
1209	691374
1210	590010
1211	745388
1212	403707
1213	745388
1214	746291
1215	745388
1216	712350
1217	407699
1218	673399
1219	630511
1220	853463
1221	297576
1222	598817
1223	840525
1224	776332
1225	857339
1226	745405
1227	804049
1228	729096
1229	528635
1230	647083
1231	293044
1232	813267
1233	700191
1234	813267
1235	837525
1236	860938
1237	530540
1238	223476
1239	396385
1240	648611
1242	651112
1243	640167
1244	676238
1301	745388
1302	244152
1303	745388

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1304	615129
1305	745388
1306	798546
1307	379734
1308	723805
1309	153428
1310	483424
1311	745388
1312	647164
1313	729098
1314	439597
1315	365888
1316	195652
1317	745388
1318	850018
1319	403149
1321	585523
1322	673535
1323	618803
1325	688577
1326	207628
1327	789191
1328	813267
1329	716261
1330	813267
1331	630886
1333	735037
1334	474012
1335	784884
1336	620157
1337	574108
1338	677031
1339	584727
1340	165549
1341	724741
1342	309159
1343	369785
1344	180463
1401	872963
1402	871717
1403	547481
1404	844748
1405	223331
1406	487052
1407	510709
1408	837027
1409	485501
1410	710497
1411	661428

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1412	847001
1413	779806
1414	848524
1415	872964
1416	840340
1417	635968
1418	672059
1419	839916
1421	647859
1422	799471
1423	341302
1424	864438
1425	727598
1426	639580
1427	543664
1428	143592
1429	648612
1430	647293
1431	131236
1434	492102
1435	330124
1436	593361
1437	467620
1438	770993
1439	164109
1440	164108
1441	866395
1442	479254
1443	538991
1444	482912
1501	280603
1502	598537
1503	859134
1504	308455
1505	186169
1506	447672
1507	842912
1508	722975
1509	610428
1510	541831
1511	433205
1512	791518
1513	872965
1514	333168
1515	872966
1516	708626
1517	556171
1518	403708
1519	671390

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1521	680043
1522	836523
1523	601477
1524	250336
1525	704379
1526	792133
1527	636463
1528	567327
1529	845614
1530	879956
1531	299020
1532	621516
1533	223909
1534	805696
1535	737265
1536	865094
1537	840460
1538	701888
1539	841925
1540	744711
1541	764159
1542	551176
1543	501483
1544	238665
1601	872967
1602	840702
1603	738902
1604	451043
1605	859958
1606	642001
1607	849206
1608	835428
1609	254093
1610	520785
1611	872968
1612	837877
1613	540364
1614	838925
1615	872969
1616	634417
1617	631889
1618	573790
1619	467791
1621	872970
1622	807113
1623	515894
1624	859266
1625	729241
1626	690168

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1627	661590
1628	813267
1629	862924
1630	813267
1631	558143
1634	526956
1635	738900
1636	860937
1637	803115
1638	850331
1639	354412
1640	849587
1641	844640
1642	666889
1643	695022
1644	860142
1701	872971
1702	808928
1703	872972
1704	97522
1705	685681
1706	476933
1707	755035
1708	780449
1709	385524
1710	854557
1711	537838
1712	852509
1713	872973
1714	854154
1715	872974
1716	838905
1717	841016
1718	848120
1719	654371
1720	847166
1721	767520
1722	862783
1723	552674
1724	531934
1725	705921
1726	535090
1727	846717
1728	851717
1729	203423
1730	858914
1731	840459
1732	862782
1733	612423

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1734	813267
1735	170982
1736	270640
1737	817688
1738	872789
1739	724447
1740	863666
1741	669660
1742	554705
1743	486131
1744	557392
1801	763360
1802	836524
1803	335085
1804	698897
1805	718635
1806	320952
1807	745388
1808	424092
1809	303359
1810	406533
1811	745388
1812	886233
1813	745388
1814	839308
1815	745388
1816	492562
1817	434641
1818	850887
1819	806505
1820	850915
1821	472119
1822	343617
1823	745388
1825	193149
1826	648610
1827	799269
1828	854961
1829	824410
1830	847164
1831	833260
1833	863682
1834	455576
1835	837664
1836	834567
1837	258013
1838	808929
1839	479481
1840	209579, 209580, 209581, 209582 & 209583

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
1841	737985
1842	663979
1843	718329
1844	688414
1901	399237
1902	696957
1903	419102
1904	635005
1905	680981
1906	737169
1907	116386
1908	840501
1909	606458
1910	863680
1911	872975
1912	853308
1913	768754
1914	843740
1915	589243
1916	841347
1917	661983
1918	821565
1919	579210
1920	489195
1921	364792
1922	294095
1923	856553
1924	512433
1925	768840
1926	858756
1927	861204
1928	873020
1929	705681
1930	844434
1931	487007
1934	688996
1935	554436
1936	856237
1937	167226
1938	780686
1939	264345
1940	467857
1941	146296
1942	449540
1943	598630
1944	463419
2001	872976
2002	846049
2003	872977

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2004	848907
2005	872978
2006	837524
2007	872979
2008	811715
2009	855995
2010	794891
2011	872980
2012	845760
2013	872981
2014	837820
2015	872982
2016	840341
2017	872983
2018	725055
2019	719686
2020	853341
2021	853261
2022	853044
2023	867938
2024	821564
2025	285172
2026	565780
2027	844749
2028	853209
2029	848915
2030	871646
2031	813267
2032	860873
2033	839382
2034	847167
2035	695472
2036	848886
2037	770233
2038	676920
2039	836794
2040	827245
2041	633899
2042	275013
2043	632759
2044	632759
2101	872984
2102	836461
2103	872985
2104	836795
2105	872986
2106	860129
2107	872987
2108	626981

Ilikai Apartment Building
 Land Court Condo Map No. 3
 Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2109	761222
2110	213470
2111	872988
2112	846066
2113	872989
2114	832602
2115	872990
2116	854446
2117	872991
2118	851718
2119	872992
2120	620614
2121	844608
2122	815870
2123	861948
2124	848118
2125	592213
2126	477791
2127	844750
2128	864593
2129	840867
2130	851719
2131	841346
2132	813267
2133	526955
2134	361592
2135	314298
2136	600473
2137	693621
2138	648139
2139	838904
2140	620103
2141	507586
2142	384962
2143	292654
2144	421641
2201	813267
2202	813267
2203	813267
2204	813267
2205	813267
2206	813267
2207	813267
2208	813267
2209	813267
2210	813267
2211	813267
2212	813267
2213	813267

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2214	813267
2215	813267
2216	813267
2217	813267
2218	813267
2219	813267
2220	813267
2221	813267
2222	813267
2223	813267
2224	813267
2225	813267
2226	813267
2227	813267
2228	813267
2229	813267
2230	813267
2231	813267
2232	813267
2233	813267
2234	813267
2235	813267
2236	813267
2237	813267
2238	813267
2239	813267
2240	813267
2241	813267
2242	813267
2243	813267
2244	813267
2301	813267
2302	813267
2303	813267
2304	813267
2305	813267
2306	813267
2307	813267
2308	813267
2309	813267
2310	813267
2311	813267
2312	813267
2313	813267
2314	813267
2315	813267
2316	813267
2317	813267
2318	813267

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2319	813267
2320	813267
2321	813267
2322	813267
2323	813267
2324	813267
2325	813267
2326	813267
2327	813267
2328	813267
2329	813267
2330	813267
2331	813267
2332	813267
2333	813267
2334	813267
2335	813267
2336	813267
2337	813267
2338	813267
2339	813267
2340	813267
2341	813267
2342	813267
2343	813267
2344	813267
2401	813267
2402	813267
2403	813267
2404	813267
2405	813267
2406	813267
2407	813267
2408	813267
2409	813267
2410	813267
2411	813267
2412	813267
2413	813267
2414	813267
2415	813267
2416	813267
2417	813267
2418	813267
2419	813267
2420	813267
2421	813267
2422	813267
2423	813267

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2424	813267
2425	813267
2426	813267
2427	813267
2428	813267
2429	813267
2430	813267
2431	813267
2432	813267
2433	813267
2434	813267
2435	813267
2436	813267
2437	813267
2438	813267
2439	813267
2440	813267
2441	813267
2442	813267
2443	813267
2444	813267
2501	813267
2502	813267
2503	813267
2504	813267
2505	813267
2506	813267
2507	813267
2508	813267
2509	813267
2510	813267
2511	813267
2512	813267
2513	813267
2514	813267
2515	813267
2516	813267
2517	813267
2518	813267
2519	813267
2520	813267
2521	813267
2522	813267
2523	813267
2524	813267
2525	813267
2526	813267
2527	813267
2528	813267

Ilikai Apartment Building
Land Court Condo Map No. 3
Tax Map Key (1) 2-6-010-007

Apt. No.	TCT No
2529	813267
2530	813267
2531	813267
2532	813267
2533	813267
2534	813267
2535	813267
2536	813267
2537	813267
2538	813267
2539	813267
2540	813267
2541	813267
2542	813267
2543	813267
2544	813267
PH2601	562724
PH2602	625518
PH2603	862249
PH2604	464468
PH2605	686508
PH2606	744350
PH2607	718120
PH2608	477988
PH2609	213620
PH2610	465906
PH2611	663234
PH2612	845331
PH2613	845330
Commercial Area No. 50	813269
Commercial Area No. 101	813269
Commercial Area No. 102	813269
Commercial Area No. 103	813269
Commercial Area No. 104	813269
Commercial Area No. 105	813269
Commercial Area No. 200	813269
Commercial Area No. 201	813269
Commercial Area No. 202	813269
Commercial Area No. 203	813269
Commercial Area No. 204	813269
Commercial Area No. 205	813269
Garage Area No. 1	813269
Laundry Area Nos. 350-A to 350-W	813269
Sky Room 30	813269
Storage Area Nos. 300-A to 300-W	813269

ASSETS



L-155 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
MAY 13, 2011 08:01 AM
Doc No(s) 4072643
on Cert(s) AS LISTED HEREIN



IS/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

24 14/14 27

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LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL OR PICKUP :

Lc 14

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

Te Auom 425385D

TYPE OF DOCUMENT:

(TOTAL PAGES: 24)

FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; FIFTH AMENDMENT OF THE FIRST
RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI
APARTMENT BUILDING; AMENDMENT OF CONDOMINIUM MAP NO. 3

TAX MAP KEY FOR PROPERTY: (1) 2-6-010-007

FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF
THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING;
FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF
THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING;
AMENDMENT OF CONDOMINIUM MAP NO. 3

THIS AMENDMENT (this "Amendment") is made this 14th day of March, 2011, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment Building" whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Association"), SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company, whose mailing address is 5 Park Plaza, Suite 1640, Irvine, California 92614 ("SFI Retail"), SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company, whose mailing address is 5 Park Plaza, Suite 1640, Irvine, California 92614 ("SFI Property"), and SFI ILIKAI 104 LLC, a Delaware limited liability company, whose mailing address is 5 Park Plaza, Suite 1640, Irvine, California 92614 ("SFI Ilikai 104"),

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the "**Declaration**"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "**By-Laws**"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "**Restated Declaration**") was filed in said Office on June 27, 1994 as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, and (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "**Restated By-Laws**"), was filed in said Office as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997 as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001 as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002 as Land Court Document No. 2849302 and (c) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011 as Land Court Document No. 4052098; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests; Section 514A-14 of the Hawaii Revised

Statutes provides that apartment owners have the right to change the parking stalls which are appurtenant to their units by amendment to the declaration; and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project, including SFI Retail, SFI Property and SFI Ilikai 104 as the owners of all of the commercial units in the Project with respect to which parking stalls are being reassigned, have voted to amend the Restated Declaration (including the Condominium Map) and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration (including the Condominium Map) and the Restated By-Laws are amended as follows:

A. Condominium Map Corrections. The Restated Declaration is hereby amended by amending Condominium Map No. 3, as previously amended, to delete Sheets A2, A3, A4, A36 and A37 and to substitute therein amended Sheets A2, A3, A4, A36 and A37 submitted herewith for filing, in each case to correct designation and labeling errors. Further, the following rules shall apply to address certain discrepancies in the Condominium Map: (a) discrepancies between Sheet A27 (Partial Second Floor Plan-Wing "B") and Sheet A38 (Second Floor Wings "A" & "C") with respect to the boundary between Commercial Areas 201 and 203 are resolved in favor of Sheet A38; (b) discrepancies between Sheet A38 (Second Floor Wings "A" & "C") and the Sheet labeled "Second Floor Plan" with respect to the units shown on Sheet A38 are resolved in favor of Sheet A38; (c) the unit shown as "Apt 243" on Sheet A38 is redesignated as Commercial Area No. 205 and the unit shown as "Apt 244" on Sheet A38 is redesignated as Commercial Area No. 204; (d) on Sheet A7 (Penthouse and Roof Plan), the reference to the portion of Skyroom 30 located thereon being 555 square feet is changed to 570 square feet as set forth in the Restated Declaration; and (e) discrepancies between the numbering of apartments on Floors 3 through 26 as shown on the Condominium Map and as shown on the drawings attached to that certain Second Amendment of Declaration of Horizontal Property Regime under Chapter 170-A, Revised laws of Hawaii 1955, as amended, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 441,550 (the "Second Amendment") shall be resolved in favor of the Second Amendment.

B. Amendments to Declaration.

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 204 and 205, each of which may also be used for hotel or apartment purposes, provided that at the time of any such hotel or apartment use the unit (or portion thereof so used) does not include a kitchen if the inclusion of a kitchen would cause the permitted non-conformity

of the project as a hotel to be increased under and in violation of the then applicable land use ordinance, rules or regulations. The owner of the garage area in the building shall use such garage area only for parking and storing of vehicles, for the storage of hot water storage tanks, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, fire pump, trash area and trash compactor, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of the garage area shall not use the garage area except for the aforesaid uses and for parking and storing of vehicles. The owner of the sky-room in the building shall use such sky-room area for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such restaurant operation or commercial uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners, Ilikai Apartment Building, annexed to this Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants) or any other provisions of the Bylaws related to permitted uses. (See Endnote 6)

2. Section 5 of the Restated Declaration is hereby amended in its entirety to read as follows:

5. The limited common elements will be all parking areas located on the premises, except the garage area in the building shown on Condominium Map No. 3, which said limited common elements are reserved for the use of and are appurtenant to Commercial Area No. 101 to the exclusion of all other condominium units and their owners.

C. Amendments to Restated By-Laws.

1. Article I, Section 1(c) of the Restated By-Laws is hereby amended in its entirety to read as follows:

(c) "Limited common elements" means and includes all parking areas located on the premises, except the garage area in the building shown on Condominium Map No. 3, which areas are reserved for the use of Commercial Area No. 101 and its owners to the exclusion of all other condominium units and their owners.

2. Article III, Section 4 of the Restated By-Laws is hereby amended in its entirety to read as follows:

4. Quorum and Adjournment. The majority of the directors shall constitute a quorum. No action taken, other than the appointment of directors to fill temporary vacancies or as otherwise provided in the these By-Laws, shall be binding unless: (a) it receives

more than half of the votes cast by the directors present at a regular or properly called meeting at which a quorum is present; provided, however, any director who abstains from voting on the action shall be deemed not to be present for purposes of such vote; and (b) the matter to be voted upon was set forth on the agenda for the meeting circulated to the directors at least seventy-two (72) hours prior to the meeting; and (c) at least four (4) directors vote in favor of such action. In the absence of a quorum, the President or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had. No director can be prohibited from voting or required to abstain from voting because some think he or she has a conflict of interest. Each director shall at all times cast his or her vote in the best interests of the Project as a whole. If the director has a direct personal or pecuniary interest in a motion under consideration not common to the other members of the Association, the director shall not vote on such a motion.

3. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:


(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 204 and 205, each of which may also be used for hotel or apartment purposes, provided that at the time of any such hotel or apartment use the unit (or portion thereof so used) does not include a kitchen if the inclusion of a kitchen would cause the permitted non-conformity of the project as a hotel to be increased under and in violation of the then applicable land use ordinance, rules or regulations. The owner of the garage area in the building shall use such garage area only for parking and storing of vehicles, for the storage of hot water storage tanks, for a maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, fire pump, trash area and trash compactor, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of the garage area shall not use the garage area except for the aforesaid uses and for parking and storing of vehicles. The owner of the sky-room in the building shall use such sky-room area for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such restaurant operation or commercial uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and the House Rules and Regulations. The provisions of this Article VI, Section 1(a)

shall control in the event of any conflict between these provisions and any other provisions of these Bylaws related to permitted uses.

In all other respects, the Restated Declaration, as amended, the Restated By-Laws, as amended, and the Condominium Map, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the vote of owners of not less than sixty-seven percent (67%) of the common interest, including the affirmative vote of all owners of the commercial units in the project, who have also joined in executing this instrument.

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


OWNERS OF ILIKAI APARTMENT
BUILDING, INC.,
a Hawaii nonprofit corporation

By 
Name: ROBERT J. ROMO
Its Director

By 
Name: V. LEA SASAK
Its Director


“Association”

SFI ILIKAI RETAIL OWNER LLC,
a Delaware limited liability company

By 
ALEC G. NEDELMAN
Its General Counsel, Structured Finance


“SFI Retail”

SFI ILIKAI PROPERTY OWNER LLC,
a Delaware limited liability company

By 
ALEC G. NEDELMAN
Its General Counsel, Structured Finance

“SFI Property”

SFI ILIKAI 104 LLC,
a Delaware limited liability company

By 
ALEC G. NEDELMAN
Its General Counsel, Structured Finance

“SFI Ilikai 104”

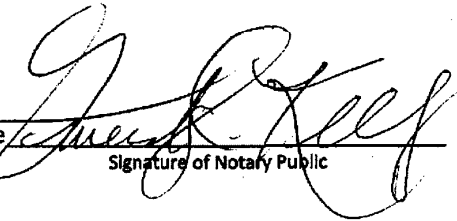
[ACKNOWLEDGMENT]

STATE OF CALIFORNIA)
) §§.
COUNTY OF LOS ANGELES)

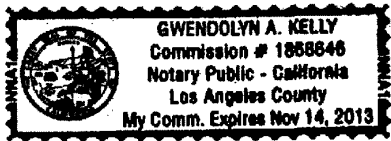
On March 28, 2011, before me, Gwendolyn A. Kelly, a Notary Public, personally appeared Alec G. Nedelman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

(SEAL)



Amendment
Declaration of the By-Laws
Condominium Map No. 3
[SFI Illikal Retail Owner LLC]

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

On this the 5TH day of APRIL, 2011, before me personally appeared
ROBERT J. ROMO personally known to me ~~-OR-~~ approved to me on
the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person
executed the foregoing instrument as the free act and deed of such person, and if applicable in the
capacities shown, having been duly authorized to execute such instrument in such capacities.



Ronald A. Lewis, Jr.

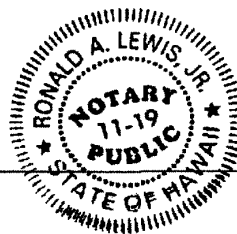
Printed Name:
RONALD A. LEWIS, JR.

Notary Public, State of Hawaii

My commission expires: 11/20/15

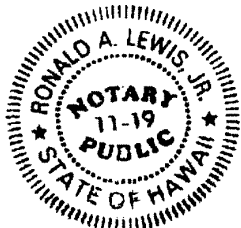
(Official Stamp or Seal)

Doc. Date: <u> </u> <small>Undated at time of notarization</small> # Pages: <u>24</u>
Notary Name: <u>RONALD A. LEWIS, JR.</u> <u>1ST</u> Circuit
Doc. Description: FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING; AMENDMENT OF CONDOMINIUM MAP NO. 3
<u>Ronald A. Lewis, Jr.</u> <u>4/5/11</u> (Official Stamp or Seal)
Notary Signature Date
NOTARY CERTIFICATION (at time of notarization)



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

On this the 5TH day of April, 2011, before me personally appeared
V. LEA SASAK personally known to me ~~OR~~ approved to me on
the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person
executed the foregoing instrument as the free act and deed of such person, and if applicable in the
capacities shown, having been duly authorized to execute such instrument in such capacities.



Ronald A. Lewis, Jr.

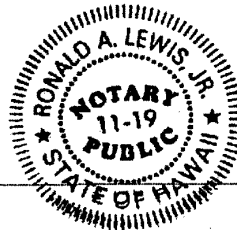
Printed Name:
RONALD A. LEWIS, JR.

Notary Public, State of Hawaii

My commission expires: 11/30/11

(Official Stamp or Seal)

Doc. Date: <u> </u>	<small>Undated at time of notarization</small>	# Pages: <u>24</u>
Notary Name: <u>RONALD A. LEWIS, JR.</u>		<u>1ST</u> Circuit
Doc. Description: FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING; AMENDMENT OF CONDOMINIUM MAP NO. 3		
<u>Ronald A. Lewis, Jr.</u>	<u>4/5/11</u>	(Official Stamp or Seal)
Notary Signature	Date	
NOTARY CERTIFICATION (at time of notarization)		



Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
301	745388	339	951799
302	951796	340	745388
303	745388	341	951799
304	1016881	342	745388
305	745388	343	636547
306	951796	344	723605
307	745388	401	970453
308	951796	402	951799
309	782109	403	745388
310	907772	404	870387
311	745388	405	651719
312	745388	406	841930
313	745388	407	751248
314	745388	408	942700
315	745388	409	904768
316	745388	410	565779
317	745388	411	745388
318	745388	412	890544
319	745388	413	617896
320	745388	414	890545
321	745388	415	745388
322	745388	416	890546
323	745388	417	745388
324	745388	418	890547
325	746896	419	502337
326	745970	420	1018225
327	951797	421	1015542
328	745388	422	890548
329	951797	423	1002255
330	745388	424	890549
331	951797	425	976719
332	745388	426	816411
333	951798	427	951800
334	745388	428	745388
335	951798	429	951800
336	745388	430	708020
337	951798	431	159276
338	745388	432	745388

**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
433	1014628	527	749822
434	745388	528	890550
435	926733	529	646463
436	531035	530	745388
437	990516	531	320009
438	568355	532	745388
439	537719	533	745713
440	986117	534	745388
441	261916	535	414329
442	745388	536	745388
443	592121	537	617189
444	988069	538	745388
501	1014270	539	701085
502	616963	540	745388
503	745388	542	1017163
504	955745	543	1022297
505	156361	544	1022298
506	543664	601	492100
507	797524	602	651887
508	163076	603	414760
509	1014247	604	648668
510	704289	605	694070
511	745388	606	841927
512	945019	607	951801
513	193264	608	837790
514	1022352	609	722060
515	745388	610	319885
516	848128	611	755027
517	990465	612	797489
518	852310	613	774349
519	745388	614	750584
520	1013281	615	890551
521	454021	616	627641
522	951800	617	365887
523	745388	618	705118
524	854878	619	840868
525	553057	620	529276
526	961428	621	974244

SCHEDULE "1"

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Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
622	776084	716	552971
623	597626	717	745388
624	985165	718	659683
625	651888	719	427313
626	719231	720	494918
627	538491	721	745388
628	890552	722	905414
629	951219	723	745388
630	890553	724	1013131
631	658339	725	495443
632	676351	726	1014269
633	935040	727	762689
634	574775	728	726054
635	729825	729	702240
636	745388	730	670568
637	898572	731	831681
638	951801	732	306170
639	890512	733	670026
640	880946	734	701806
641	623140	735	516327
642	652013	736	332765
643	500988	737	871576
644	889969	738	920820
701	545051	739	806784
702	692871	740	745388
703	673623	741	966337
704	616319	742	808580
705	915110	743	915870
706	329840	744	686600
707	384776	801	487649
708	585489	802	437316
709	351133	803	487645
710	716285	804	437317
711	681319	805	585814
712	498550	806	437315
713	674949	807	951801
714	1003097	808	908167
715	745388	809	927094

SCHEDULE "1"

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Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
810	1016271	904	503401
811	890554	905	601472
812	516595	906	457508
813	1020740	907	943321
814	721922	908	956741
815	684636	909	330318
816	835916	910	320624
817	845759	911	955558
818	831022	912	875355
819	890602	913	745388
820	939512	914	941217
821	409203	915	745388
822	680526	916	770880
823	359043	917	528683
824	406870	918	441131
825	404380	919	542208
826	686422	920	745388
827	884792	921	745388
828	997395	922	287185
829	841064	923	422800
830	890603	924	807883
831	984403	925	786819
832	769747	926	734333
833	877302	927	808964
834	474869	928	930425
835	793278	929	804670
836	1014204	930	638678
837	960555	931	722043
838	954243	932	650162
839	525341	933	1017562
840	871498	934	1022578
841	339293	935	233656
842	553115	936	483246
843	482721	937	957350
844	278911	938	926514
901	672682	939	459469
902	745388	940	909666
903	745388	941	807972

SCHEDULE "1"

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Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
942	745388	1036	538468
943	856513	1037	445972
944	954968	1038	711404
1001	754621	1039	755036
1002	930705	1040	745388
1003	786323	1041	691163
1004	782309	1042	945825
1005	789822	1043	836507
1006	364601	1044	403706
1007	392770	1101	572015
1008	912011	1102	117880
1009	961873	1103	745388
1010	828271	1104	181464
1011	745388	1105	959849
1012	745388	1106	207606
1013	830933	1107	782108
1014	745388	1108	430241
1015	348436	1109	301525
1016	116064	1110	721122
1017	457993	1111	745388
1018	955746	1112	745388
1019	147147	1113	707954
1020	301039	1114	570160
1021	595318	1115	864617
1022	688507	1116	732045
1023	745388	1117	821485
1024	745388	1118	708490
1025	830074	1119	748452
1026	675104	1120	953257
1027	477268	1121	628764
1028	332615	1122	927095
1029	352240	1123	968367
1030	382511	1124	300876
1031	286706	1125	463526
1032	940238	1126	776557
1033	297420	1127	502700
1034	877469	1128	873047
1035	502608	1129	335200

SCHEDULE "1"

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1130	681883	1224	776332
1131	1015940	1225	857339
1132	994051	1226	745405
1133	670582	1227	804049
1134	994052	1228	729096
1135	530726	1229	528635
1136	705712	1230	647083
1137	864577	1231	293044
1138	701176	1232	951802
1139	565932	1233	700191
1140	951868	1234	951802
1141	725087	1235	837525
1142	713561	1236	860938
1143	605736	1237	968881
1144	403969	1238	968880
1201	839915	1239	396385
1202	1009900	1240	648611
1203	502250	1242	651112
1204	681670	1243	640167
1205	670337	1244	676238
1206	889413	1301	745388
1207	925243	1302	244152
1208	410786	1303	745388
1209	691374	1304	615129
1210	590010	1305	745388
1211	745388	1306	798546
1212	988608	1307	379734
1213	741772	1308	962769
1214	746291	1309	153428
1215	745388	1310	483424
1216	955557	1311	745388
1217	407699	1312	932430
1218	1016180	1313	985230
1219	630511	1314	915222
1220	853463	1315	365888
1221	297576	1316	195652
1222	598817	1317	745388
1223	840525	1318	850018

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1319	403149	1416	991953
1321	585523	1417	635968
1322	673535	1418	672059
1323	890962	1419	839916
1325	688577	1421	647859
1326	927092	1422	983575
1327	789191	1423	933201
1328	951802	1424	947564
1329	1005361	1425	727598
1330	951803	1426	639580
1331	902880	1427	543664
1333	735037	1428	143592
1334	989374	1429	648612
1335	784884	1430	647293
1336	620157	1431	131236
1337	574108	1434	492102
1338	677031	1435	330124
1339	986615	1436	593361
1340	165549	1437	983095
1341	724741	1438	770993
1342	890433	1439	932229
1343	369785	1440	932230
1344	180463	1441	866395
1401	890604	1442	479254
1402	983361	1443	978299
1403	547481	1444	482912
1404	844748	1501	280603
1405	941208	1502	927097
1406	487052	1503	1017244
1407	510709	1504	308455
1408	837027	1505	186169
1409	485501	1506	1006067
1410	927096	1507	842912
1411	661428	1508	722975
1412	847001	1509	981393
1413	779806	1510	541831
1414	848524	1511	433205
1415	890605	1512	791518

Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1513	890606	1608	960353
1514	333168	1609	906543
1515	890607	1610	520785
1516	708626	1611	890609
1517	556171	1612	982360
1518	983011	1613	540364
1519	671390	1614	838925
1521	680043	1615	890610
1522	836523	1616	634417
1523	601477	1617	631889
1524	250336	1618	573790
1525	704379	1619	467791
1526	932023	1621	890611
1527	636463	1622	807113
1528	922446	1623	515894
1529	985046	1624	859266
1530	879956	1625	729241
1531	967735	1626	1000677
1532	621516	1627	661590
1533	223909	1628	951803
1534	805696	1629	933220
1535	737265	1630	951803
1536	865094	1631	558143
1537	951528	1634	526956
1538	701888	1635	738900
1539	841925	1636	860937
1540	744711	1637	803115
1541	764159	1638	965194
1542	551176	1639	915417
1543	915335	1640	965195
1544	238665	1641	844640
1601	890608	1642	666889
1602	1004137	1643	695022
1603	738902	1644	860142
1604	451043	1701	890612
1605	859958	1702	808928
1606	642001	1703	922560
1607	849206	1704	899481

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1705	964587	1743	486131
1706	943077	1744	557392
1707	949241	1801	763360
1708	780449	1802	988978
1709	385524	1803	335085
1710	1018772	1804	698897
1711	537838	1805	718635
1712	994549	1806	320952
1713	922561	1807	745388
1714	854154	1808	424092
1715	922562	1809	303359
1716	1008907	1810	406533
1717	841016	1811	745388
1718	1005077	1812	967295
1719	654371	1813	745388
1720	1022203	1814	839308
1721	767520	1815	745388
1722	862783	1816	492562
1723	895279	1817	434641
1724	531934	1818	915075
1725	948805	1819	806505
1726	535090	1820	1018106
1727	846717	1821	472119
1728	851717	1822	343617
1729	203423	1823	745388
1730	888390	1825	193149
1731	996234	1826	648610
1732	963590	1827	799269
1733	612423	1828	980501
1734	951804	1829	824410
1735	995575	1830	1020128
1736	270640	1831	971158
1737	817688	1833	863682
1738	872789	1834	455576
1739	724447	1835	837664
1740	863666	1836	834567
1741	888043	1837	258013
1742	554705	1838	808929

SCHEDULE "1"

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1839	479481	1931	487007
1840	209579, 209580, 209581, 209582 & 209583	1934	968527
1841	737985	1935	895243
1842	663979	1936	856237
1843	718329	1937	1011775
1844	688414	1938	780686
1901	399237	1939	264345
1902	933203	1940	467857
1903	419102	1941	146296
1904	635005	1942	449540
1905	1003312	1943	598630
1906	997981	1944	463419
1907	925771	2001	922564
1908	840501	2002	846049
1909	606458	2003	922565
1910	863680	2004	996811
1911	922563	2005	922566
1912	959936	2006	837524
1913	768754	2007	922567
1914	843740	2008	912572
1915	589243	2009	855995
1916	841347	2010	905732
1917	661983	2011	922568
1918	821565	2012	845760
1919	579210	2013	922569
1920	905483	2014	837820
1921	914255	2015	922570
1922	294095	2016	1003976
1923	893778	2017	922992
1924	512433	2018	725055
1925	768840	2019	719686
1926	1001958	2020	989788
1927	861204	2021	853261
1928	873020	2022	927921
1929	705681	2023	904913
1930	1018750	2024	821564
		2025	285172
		2026	565780

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2027	1013132	2121	939282
2028	853209	2122	815870
2029	848915	2123	946769
2030	871646	2124	848118
2031	951804	2125	592213
2032	897095	2126	477791
2033	839382	2127	915448
2034	847167	2128	864593
2035	908634	2129	840867
2036	848886	2130	986959
2037	770233	2131	841346
2038	891052	2132	951804
2039	836794	2133	526955
2040	1004984	2134	936778
2041	633899	2135	314298
2042	275013	2136	600473
2043	632759	2137	970991
2044	632759	2138	648139
2101	922993	2139	938987
2102	836461	2140	620103
2103	922994	2141	507586
2104	836795	2142	384962
2105	922995	2143	292654
2106	860129	2144	421641
2107	922996	2201	951805
2108	626981	2202	951805
2109	761222	2203	951805
2110	213470	2204	951806
2111	922997	2205	951806
2112	993905	2206	951806
2113	922998	2207	951807
2114	832602	2208	951807
2115	922999	2209	951807
2116	854446	2210	951808
2117	923000	2211	951808
2118	997932	2212	951808
2119	923001	2213	951809
2120	620614	2214	951809

SCHEDULE "1"

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2215	951809	2309	951823
2216	951810	2310	951823
2217	951810	2311	951824
2218	951810	2312	951824
2219	951811	2313	951824
2220	951811	2314	951825
2221	951811	2315	951825
2222	951812	2316	951825
2223	951812	2317	951826
2224	951812	2318	951826
2225	951813	2319	951826
2226	951813	2320	951827
2227	951814	2321	951827
2228	951814	2322	951827
2229	951814	2323	951828
2230	951815	2324	951828
2231	951815	2325	951828
2232	951815	2326	951829
2233	951816	2327	951829
2234	951816	2328	951829
2235	951816	2329	951830
2236	951817	2330	951830
2237	951817	2331	951830
2238	951817	2332	951831
2239	951818	2333	951831
2240	951818	2334	951831
2241	951818	2335	951832
2242	951819	2336	951832
2243	951819	2337	951832
2244	951820	2338	951833
2301	951820	2339	951833
2302	951821	2340	951833
2303	951821	2341	951834
2304	951821	2342	951835
2305	951822	2343	951835
2306	951822	2344	951836
2307	951822	2401	951836
2308	951823	2402	951834

**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2403	951834	2441	951850
2404	951837	2442	951850
2405	951837	2443	951851
2406	951837	2444	951851
2407	951838	2501	951852
2408	951838	2502	951852
2409	951838	2503	951852
2410	951839	2504	951853
2411	951839	2505	951853
2412	951840	2506	951853
2413	951840	2507	951854
2414	951840	2508	951854
2415	951841	2509	951854
2416	951841	2510	951855
2417	951841	2511	951855
2418	951842	2512	951856
2419	951842	2513	951856
2420	951842	2514	951856
2421	951843	2515	951857
2422	951843	2516	951857
2423	951843	2517	951857
2424	951844	2518	951858
2425	951844	2519	951858
2426	951845	2520	951858
2427	951845	2521	951859
2428	951846	2522	951859
2429	951846	2523	951859
2430	951846	2524	951860
2431	951847	2525	951860
2432	951847	2526	951861
2433	951847	2527	951861
2434	951848	2528	951861
2435	951848	2529	951862
2436	951848	2530	951862
2437	951849	2531	951862
2438	951849	2532	951863
2439	951849	2533	951863
2440	951850	2534	951863

**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2535	951864	Commercial Area No. 50	951785
2536	951864	Commercial Area No. 101	951795
2537	951864	Commercial Area No. 102	951786
2538	951865	Commercial Area No. 103	951787
2539	951865	Commercial Area No. 104	974020
2540	951865	Commercial Area No. 105	951789
2541	951866	Commercial Area No. 200	951790
2542	951866	Commercial Area No. 201	951791
2543	951866	Commercial Area No. 202	951792
2544	951867	Commercial Area No. 203	951788
PH2601	562724	Commercial Area No. 204	951793
PH2602	990586	Commercial Area No. 205	951794
PH2603	1017245	Garage Area No. 1	951784
PH2604	464468	Sky Room 30	951783
PH2605	686508	Laundry Area Nos. 350-A to 350-W	951782
PH2606	744350	Storage Area Nos. 300-A to 300-W	951781
PH2607	718120		
PH2608	477988		
PH2609	213620		
PH2610	465906		
PH2611	842028		
PH2612	970741		
PH2613	970740		

AT
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ASSETS



L-155 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
MAY 13, 2011 08:01 AM
Doc No(s) 4072643
on Cert(s) AS LISTED HEREIN



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/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

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LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL OR PICKUP :
Porter Tom Quitiquit Chee & Watts
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

LC 14

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TYPE OF DOCUMENT: (TOTAL PAGES: 24)
FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; FIFTH AMENDMENT OF THE FIRST
RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI
APARTMENT BUILDING; AMENDMENT OF CONDOMINIUM MAP No. 3

TAX MAP KEY FOR PROPERTY: (1) 2-6-010-007

FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF
THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING;
FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF
THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING;
AMENDMENT OF CONDOMINIUM MAP No. 3

THIS AMENDMENT (this "Amendment") is made this 14th day of March, 2011, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment Building" whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Association"), SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company, whose mailing address is 5 Park Plaza, Suite 1640, Irvine, California 92614 ("SFI Retail"), SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company, whose mailing address is 5 Park Plaza, Suite 1640, Irvine, California 92614 ("SFI Property"), and SFI ILIKAI 104 LLC, a Delaware limited liability company, whose mailing address is 5 Park Plaza, Suite 1640, Irvine, California 92614 ("SFI Ilikai 104"),

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 330338 and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the "**Declaration**"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "**By-Laws**"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "**Restated Declaration**") was filed in said Office on June 27, 1994 as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, and (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "**Restated By-Laws**"), was filed in said Office as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997 as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001 as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002 as Land Court Document No. 2849302 and (c) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011 as Land Court Document No. 4052098; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests; Section 514A-14 of the Hawaii Revised

Statutes provides that apartment owners have the right to change the parking stalls which are appurtenant to their units by amendment to the declaration; and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project, including SFI Retail, SFI Property and SFI Ilikai 104 as the owners of all of the commercial units in the Project with respect to which parking stalls are being reassigned, have voted to amend the Restated Declaration (including the Condominium Map) and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration (including the Condominium Map) and the Restated By-Laws are amended as follows:

A. Condominium Map Corrections. The Restated Declaration is hereby amended by amending Condominium Map No. 3, as previously amended, to delete Sheets A2, A3, A4, A36 and A37 and to substitute therein amended Sheets A2, A3, A4, A36 and A37 submitted herewith for filing, in each case to correct designation and labeling errors. Further, the following rules shall apply to address certain discrepancies in the Condominium Map: (a) discrepancies between Sheet A27 (Partial Second Floor Plan-Wing "B") and Sheet A38 (Second Floor Wings "A" & "C") with respect to the boundary between Commercial Areas 201 and 203 are resolved in favor of Sheet A38; (b) discrepancies between Sheet A38 (Second Floor Wings "A" & "C") and the Sheet labeled "Second Floor Plan" with respect to the units shown on Sheet A38 are resolved in favor of Sheet A38; (c) the unit shown as "Apt 243" on Sheet A38 is redesignated as Commercial Area No. 205 and the unit shown as "Apt 244" on Sheet A38 is redesignated as Commercial Area No. 204; (d) on Sheet A7 (Penthouse and Roof Plan), the reference to the portion of Skyroom 30 located thereon being 555 square feet is changed to 570 square feet as set forth in the Restated Declaration; and (e) discrepancies between the numbering of apartments on Floors 3 through 26 as shown on the Condominium Map and as shown on the drawings attached to that certain Second Amendment of Declaration of Horizontal Property Regime under Chapter 170-A, Revised laws of Hawaii 1955, as amended, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 441,550 (the "Second Amendment") shall be resolved in favor of the Second Amendment.

B. Amendments to Declaration.

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 204 and 205, each of which may also be used for hotel or apartment purposes, provided that at the time of any such hotel or apartment use the unit (or portion thereof so used) does not include a kitchen if the inclusion of a kitchen would cause the permitted non-conformity

of the project as a hotel to be increased under and in violation of the then applicable land use ordinance, rules or regulations. The owner of the garage area in the building shall use such garage area only for parking and storing of vehicles, for the storage of hot water storage tanks, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, fire pump, trash area and trash compactor, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of the garage area shall not use the garage area except for the aforesaid uses and for parking and storing of vehicles. The owner of the sky-room in the building shall use such sky-room area for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such restaurant operation or commercial uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners, Ilikai Apartment Building, annexed to this Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants) or any other provisions of the Bylaws related to permitted uses. (See Endnote 6)

2. Section 5 of the Restated Declaration is hereby amended in its entirety to read as follows:

5. The limited common elements will be all parking areas located on the premises, except the garage area in the building shown on Condominium Map No. 3, which said limited common elements are reserved for the use of and are appurtenant to Commercial Area No. 101 to the exclusion of all other condominium units and their owners.

C. Amendments to Restated By-Laws.

1. Article I, Section 1(c) of the Restated By-Laws is hereby amended in its entirety to read as follows:

(c) "Limited common elements" means and includes all parking areas located on the premises, except the garage area in the building shown on Condominium Map No. 3, which areas are reserved for the use of Commercial Area No. 101 and its owners to the exclusion of all other condominium units and their owners.

2. Article III, Section 4 of the Restated By-Laws is hereby amended in its entirety to read as follows:

4. Quorum and Adjournment. The majority of the directors shall constitute a quorum. No action taken, other than the appointment of directors to fill temporary vacancies or as otherwise provided in the these By-Laws, shall be binding unless: (a) it receives

more than half of the votes cast by the directors present at a regular or properly called meeting at which a quorum is present; provided, however, any director who abstains from voting on the action shall be deemed not to be present for purposes of such vote; and (b) the matter to be voted upon was set forth on the agenda for the meeting circulated to the directors at least seventy-two (72) hours prior to the meeting; and (c) at least four (4) directors vote in favor of such action. In the absence of a quorum, the President or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had. No director can be prohibited from voting or required to abstain from voting because some think he or she has a conflict of interest. Each director shall at all times cast his or her vote in the best interests of the Project as a whole. If the director has a direct personal or pecuniary interest in a motion under consideration not common to the other members of the Association, the director shall not vote on such a motion.

3. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:


(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 204 and 205, each of which may also be used for hotel or apartment purposes, provided that at the time of any such hotel or apartment use the unit (or portion thereof so used) does not include a kitchen if the inclusion of a kitchen would cause the permitted non-conformity of the project as a hotel to be increased under and in violation of the then applicable land use ordinance, rules or regulations. The owner of the garage area in the building shall use such garage area only for parking and storing of vehicles, for the storage of hot water storage tanks, for a maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, fire pump, trash area and trash compactor, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of the garage area shall not use the garage area except for the aforesaid uses and for parking and storing of vehicles. The owner of the sky-room in the building shall use such sky-room area for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such restaurant operation or commercial uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and the House Rules and Regulations. The provisions of this Article VI, Section 1(a)


shall control in the event of any conflict between these provisions and any other provisions of these Bylaws related to permitted uses.

In all other respects, the Restated Declaration, as amended, the Restated By-Laws, as amended, and the Condominium Map, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the vote of owners of not less than sixty-seven percent (67%) of the common interest, including the affirmative vote of all owners of the commercial units in the project, who have also joined in executing this instrument.

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


OWNERS OF ILIKAI APARTMENT
BUILDING, INC.,
a Hawaii nonprofit corporation

By 
Name: ROBERT J. ROMO
Its Director

By 
Name: V. LEA SASAK
Its Director

“Association”

SFI ILIKAI RETAIL OWNER LLC,
a Delaware limited liability company

By 
ALEC G. NEDELMAN
Its General Counsel, Structured Finance

“SFI Retail”

SFI ILIKAI PROPERTY OWNER LLC,
a Delaware limited liability company

By 
ALEC G. NEDELMAN

Its General Counsel, Structured Finance

“SFI Property”

SFI ILIKAI 104 LLC,
a Delaware limited liability company

By 
ALEC G. NEDELMAN

Its General Counsel, Structured Finance

“SFI Ilikai 104”

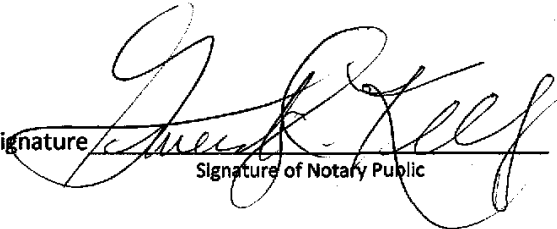
[ACKNOWLEDGMENT]

STATE OF CALIFORNIA)
) §§.
COUNTY OF LOS ANGELES)

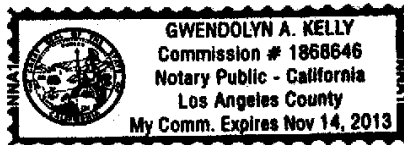
On March 28, 2011, before me, Gwendolyn A. Kelly, a Notary Public, personally appeared Alec G. Nedelman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

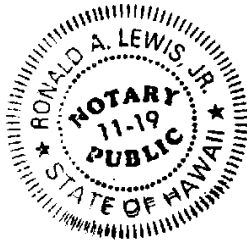
(SEAL)



Amendment
Declaration of the By-Laws
Condominium Map No. 3
[SFI Ilikai Retail Owner LLC]

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

On this the 5TH day of APRIL, 2011, before me personally appeared
ROBERT J. ROMO personally known to me -OR- approved to me on
the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person
executed the foregoing instrument as the free act and deed of such person, and if applicable in the
capacities shown, having been duly authorized to execute such instrument in such capacities.



Ronald A. Lewis, Jr.

Printed Name:
RONALD A. LEWIS, JR.

Notary Public, State of Hawaii

My commission expires: 11/30/15

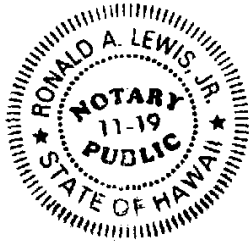
(Official Stamp or Seal)

Doc. Date: <u> </u>	<small>Undated at time of notarization</small>	# Pages: <u>24</u>
Notary Name: <u>RONALD A. LEWIS, JR.</u>	<u>1ST</u>	Circuit
Doc. Description: <u>FOURTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING; AMENDMENT OF CONDOMINIUM MAP NO. 3</u>		
<u>Ronald A. Lewis, Jr.</u>	<u>4/5/11</u>	(Official Stamp or Seal)
Notary Signature	Date	
NOTARY CERTIFICATION (at time of notarization)		



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

On this the 5th day of APRIL, 2011, before me personally appeared
V. LEA SASAK personally known to me -OR- approved to me on
the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person
executed the foregoing instrument as the free act and deed of such person, and if applicable in the
capacities shown, having been duly authorized to execute such instrument in such capacities.



Ronald A. Lewis, Jr.

Printed Name:
RONALD A. LEWIS, JR.

Notary Public, State of Hawaii

My commission expires: 11/30/11

(Official Stamp or Seal)

Doc. Date: <u>Undated at time of notarization</u>	# Pages: <u>24</u>
Notary Name: <u>RONALD A. LEWIS, JR.</u>	<u>1st</u> Circuit
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<u>Ronald A. Lewis, Jr.</u> Notary Signature	<u>4/5/11</u> Date
(Official Stamp or Seal)	
NOTARY CERTIFICATION (at time of notarization)	



Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
301	745388	339	951799
302	951796	340	745388
303	745388	341	951799
304	1016881	342	745388
305	745388	343	636547
306	951796	344	723605
307	745388	401	970453
308	951796	402	951799
309	782109	403	745388
310	907772	404	870387
311	745388	405	651719
312	745388	406	841930
313	745388	407	751248
314	745388	408	942700
315	745388	409	904768
316	745388	410	565779
317	745388	411	745388
318	745388	412	890544
319	745388	413	617896
320	745388	414	890545
321	745388	415	745388
322	745388	416	890546
323	745388	417	745388
324	745388	418	890547
325	746896	419	502337
326	745970	420	1018225
327	951797	421	1015542
328	745388	422	890548
329	951797	423	1002255
330	745388	424	890549
331	951797	425	976719
332	745388	426	816411
333	951798	427	951800
334	745388	428	745388
335	951798	429	951800
336	745388	430	708020
337	951798	431	159276
338	745388	432	745388

**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
433	1014628	527	749822
434	745388	528	890550
435	926733	529	646463
436	531035	530	745388
437	990516	531	320009
438	568355	532	745388
439	537719	533	745713
440	986117	534	745388
441	261916	535	414329
442	745388	536	745388
443	592121	537	617189
444	988069	538	745388
501	1014270	539	701085
502	616963	540	745388
503	745388	542	1017163
504	955745	543	1022297
505	156361	544	1022298
506	543664	601	492100
507	797524	602	651887
508	163076	603	414760
509	1014247	604	648668
510	704289	605	694070
511	745388	606	841927
512	945019	607	951801
513	193264	608	837790
514	1022352	609	722060
515	745388	610	319885
516	848128	611	755027
517	990465	612	797489
518	852310	613	774349
519	745388	614	750584
520	1013281	615	890551
521	454021	616	627641
522	951800	617	365887
523	745388	618	705118
524	854878	619	840868
525	553057	620	529276
526	961428	621	974244

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
622	776084	716	552971
623	597626	717	745388
624	985165	718	659683
625	651888	719	427313
626	719231	720	494918
627	538491	721	745388
628	890552	722	905414
629	951219	723	745388
630	890553	724	1013131
631	658339	725	495443
632	676351	726	1014269
633	935040	727	762689
634	574775	728	726054
635	729825	729	702240
636	745388	730	670568
637	898572	731	831681
638	951801	732	306170
639	890512	733	670026
640	880946	734	701806
641	623140	735	516327
642	652013	736	332765
643	500988	737	871576
644	889969	738	920820
701	545051	739	806784
702	692871	740	745388
703	673623	741	966337
704	616319	742	808580
705	915110	743	915870
706	329840	744	686600
707	384776	801	487649
708	585489	802	437316
709	351133	803	487645
710	716285	804	437317
711	681319	805	585814
712	498550	806	437315
713	674949	807	951801
714	1003097	808	908167
715	745388	809	927094

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
810	1016271	904	503401
811	890554	905	601472
812	516595	906	457508
813	1020740	907	943321
814	721922	908	956741
815	684636	909	330318
816	835916	910	320624
817	845759	911	955558
818	831022	912	875355
819	890602	913	745388
820	939512	914	941217
821	409203	915	745388
822	680526	916	770880
823	359043	917	528683
824	406870	918	441131
825	404380	919	542208
826	686422	920	745388
827	884792	921	745388
828	997395	922	287185
829	841064	923	422800
830	890603	924	807883
831	984403	925	786819
832	769747	926	734333
833	877302	927	808964
834	474869	928	930425
835	793278	929	804670
836	1014204	930	638678
837	960555	931	722043
838	954243	932	650162
839	525341	933	1017562
840	871498	934	1022578
841	339293	935	233656
842	553115	936	483246
843	482721	937	957350
844	278911	938	926514
901	672682	939	459469
902	745388	940	909666
903	745388	941	807972

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
942	745388	1036	538468
943	856513	1037	445972
944	954968	1038	711404
1001	754621	1039	755036
1002	930705	1040	745388
1003	786323	1041	691163
1004	782309	1042	945825
1005	789822	1043	836507
1006	364601	1044	403706
1007	392770	1101	572015
1008	912011	1102	117880
1009	961873	1103	745388
1010	828271	1104	181464
1011	745388	1105	959849
1012	745388	1106	207606
1013	830933	1107	782108
1014	745388	1108	430241
1015	348436	1109	301525
1016	116064	1110	721122
1017	457993	1111	745388
1018	955746	1112	745388
1019	147147	1113	707954
1020	301039	1114	570160
1021	595318	1115	864617
1022	688507	1116	732045
1023	745388	1117	821485
1024	745388	1118	708490
1025	830074	1119	748452
1026	675104	1120	953257
1027	477268	1121	628764
1028	332615	1122	927095
1029	352240	1123	968367
1030	382511	1124	300876
1031	286706	1125	463526
1032	940238	1126	776557
1033	297420	1127	502700
1034	877469	1128	873047
1035	502608	1129	335200

**Ilikai Apartment Building
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List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1130	681883	1224	776332
1131	1015940	1225	857339
1132	994051	1226	745405
1133	670582	1227	804049
1134	994052	1228	729096
1135	530726	1229	528635
1136	705712	1230	647083
1137	864577	1231	293044
1138	701176	1232	951802
1139	565932	1233	700191
1140	951868	1234	951802
1141	725087	1235	837525
1142	713561	1236	860938
1143	605736	1237	968881
1144	403969	1238	968880
1201	839915	1239	396385
1202	1009900	1240	648611
1203	502250	1242	651112
1204	681670	1243	640167
1205	670337	1244	676238
1206	889413	1301	745388
1207	925243	1302	244152
1208	410786	1303	745388
1209	691374	1304	615129
1210	590010	1305	745388
1211	745388	1306	798546
1212	988608	1307	379734
1213	741772	1308	962769
1214	746291	1309	153428
1215	745388	1310	483424
1216	955557	1311	745388
1217	407699	1312	932430
1218	1016180	1313	985230
1219	630511	1314	915222
1220	853463	1315	365888
1221	297576	1316	195652
1222	598817	1317	745388
1223	840525	1318	850018

Ilikai Apartment Building
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List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1319	403149	1416	991953
1321	585523	1417	635968
1322	673535	1418	672059
1323	890962	1419	839916
1325	688577	1421	647859
1326	927092	1422	983575
1327	789191	1423	933201
1328	951802	1424	947564
1329	1005361	1425	727598
1330	951803	1426	639580
1331	902880	1427	543664
1333	735037	1428	143592
1334	989374	1429	648612
1335	784884	1430	647293
1336	620157	1431	131236
1337	574108	1434	492102
1338	677031	1435	330124
1339	986615	1436	593361
1340	165549	1437	983095
1341	724741	1438	770993
1342	890433	1439	932229
1343	369785	1440	932230
1344	180463	1441	866395
1401	890604	1442	479254
1402	983361	1443	978299
1403	547481	1444	482912
1404	844748	1501	280603
1405	941208	1502	927097
1406	487052	1503	1017244
1407	510709	1504	308455
1408	837027	1505	186169
1409	485501	1506	1006067
1410	927096	1507	842912
1411	661428	1508	722975
1412	847001	1509	981393
1413	779806	1510	541831
1414	848524	1511	433205
1415	890605	1512	791518

Ilikai Apartment Building
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List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1513	890606	1608	960353
1514	333168	1609	906543
1515	890607	1610	520785
1516	708626	1611	890609
1517	556171	1612	982360
1518	983011	1613	540364
1519	671390	1614	838925
1521	680043	1615	890610
1522	836523	1616	634417
1523	601477	1617	631889
1524	250336	1618	573790
1525	704379	1619	467791
1526	932023	1621	890611
1527	636463	1622	807113
1528	922446	1623	515894
1529	985046	1624	859266
1530	879956	1625	729241
1531	967735	1626	1000677
1532	621516	1627	661590
1533	223909	1628	951803
1534	805696	1629	933220
1535	737265	1630	951803
1536	865094	1631	558143
1537	951528	1634	526956
1538	701888	1635	738900
1539	841925	1636	860937
1540	744711	1637	803115
1541	764159	1638	965194
1542	551176	1639	915417
1543	915335	1640	965195
1544	238665	1641	844640
1601	890608	1642	666889
1602	1004137	1643	695022
1603	738902	1644	860142
1604	451043	1701	890612
1605	859958	1702	808928
1606	642001	1703	922560
1607	849206	1704	899481

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1705	964587	1743	486131
1706	943077	1744	557392
1707	949241	1801	763360
1708	780449	1802	988978
1709	385524	1803	335085
1710	1018772	1804	698897
1711	537838	1805	718635
1712	994549	1806	320952
1713	922561	1807	745388
1714	854154	1808	424092
1715	922562	1809	303359
1716	1008907	1810	406533
1717	841016	1811	745388
1718	1005077	1812	967295
1719	654371	1813	745388
1720	1022203	1814	839308
1721	767520	1815	745388
1722	862783	1816	492562
1723	895279	1817	434641
1724	531934	1818	915075
1725	948805	1819	806505
1726	535090	1820	1018106
1727	846717	1821	472119
1728	851717	1822	343617
1729	203423	1823	745388
1730	888390	1825	193149
1731	996234	1826	648610
1732	963590	1827	799269
1733	612423	1828	980501
1734	951804	1829	824410
1735	995575	1830	1020128
1736	270640	1831	971158
1737	817688	1833	863682
1738	872789	1834	455576
1739	724447	1835	837664
1740	863666	1836	834567
1741	888043	1837	258013
1742	554705	1838	808929

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
1839	479481	1931	487007
1840	209579, 209580, 209581, 209582 & 209583	1934	968527
1841	737985	1935	895243
1842	663979	1936	856237
1843	718329	1937	1011775
1844	688414	1938	780686
1901	399237	1939	264345
1902	933203	1940	467857
1903	419102	1941	146296
1904	635005	1942	449540
1905	1003312	1943	598630
1906	997981	1944	463419
1907	925771	2001	922564
1908	840501	2002	846049
1909	606458	2003	922565
1910	863680	2004	996811
1911	922563	2005	922566
1912	959936	2006	837524
1913	768754	2007	922567
1914	843740	2008	912572
1915	589243	2009	855995
1916	841347	2010	905732
1917	661983	2011	922568
1918	821565	2012	845760
1919	579210	2013	922569
1920	905483	2014	837820
1921	914255	2015	922570
1922	294095	2016	1003976
1923	893778	2017	922992
1924	512433	2018	725055
1925	768840	2019	719686
1926	1001958	2020	989788
1927	861204	2021	853261
1928	873020	2022	927921
1929	705681	2023	904913
1930	1018750	2024	821564
		2025	285172
		2026	565780

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2027	1013132	2121	939282
2028	853209	2122	815870
2029	848915	2123	946769
2030	871646	2124	848118
2031	951804	2125	592213
2032	897095	2126	477791
2033	839382	2127	915448
2034	847167	2128	864593
2035	908634	2129	840867
2036	848886	2130	986959
2037	770233	2131	841346
2038	891052	2132	951804
2039	836794	2133	526955
2040	1004984	2134	936778
2041	633899	2135	314298
2042	275013	2136	600473
2043	632759	2137	970991
2044	632759	2138	648139
2101	922993	2139	938987
2102	836461	2140	620103
2103	922994	2141	507586
2104	836795	2142	384962
2105	922995	2143	292654
2106	860129	2144	421641
2107	922996	2201	951805
2108	626981	2202	951805
2109	761222	2203	951805
2110	213470	2204	951806
2111	922997	2205	951806
2112	993905	2206	951806
2113	922998	2207	951807
2114	832602	2208	951807
2115	922999	2209	951807
2116	854446	2210	951808
2117	923000	2211	951808
2118	997932	2212	951808
2119	923001	2213	951809
2120	620614	2214	951809

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**Iikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2215	951809	2309	951823
2216	951810	2310	951823
2217	951810	2311	951824
2218	951810	2312	951824
2219	951811	2313	951824
2220	951811	2314	951825
2221	951811	2315	951825
2222	951812	2316	951825
2223	951812	2317	951826
2224	951812	2318	951826
2225	951813	2319	951826
2226	951813	2320	951827
2227	951814	2321	951827
2228	951814	2322	951827
2229	951814	2323	951828
2230	951815	2324	951828
2231	951815	2325	951828
2232	951815	2326	951829
2233	951816	2327	951829
2234	951816	2328	951829
2235	951816	2329	951830
2236	951817	2330	951830
2237	951817	2331	951830
2238	951817	2332	951831
2239	951818	2333	951831
2240	951818	2334	951831
2241	951818	2335	951832
2242	951819	2336	951832
2243	951819	2337	951832
2244	951820	2338	951833
2301	951820	2339	951833
2302	951821	2340	951833
2303	951821	2341	951834
2304	951821	2342	951835
2305	951822	2343	951835
2306	951822	2344	951836
2307	951822	2401	951836
2308	951823	2402	951834

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2403	951834	2441	951850
2404	951837	2442	951850
2405	951837	2443	951851
2406	951837	2444	951851
2407	951838	2501	951852
2408	951838	2502	951852
2409	951838	2503	951852
2410	951839	2504	951853
2411	951839	2505	951853
2412	951840	2506	951853
2413	951840	2507	951854
2414	951840	2508	951854
2415	951841	2509	951854
2416	951841	2510	951855
2417	951841	2511	951855
2418	951842	2512	951856
2419	951842	2513	951856
2420	951842	2514	951856
2421	951843	2515	951857
2422	951843	2516	951857
2423	951843	2517	951857
2424	951844	2518	951858
2425	951844	2519	951858
2426	951845	2520	951858
2427	951845	2521	951859
2428	951846	2522	951859
2429	951846	2523	951859
2430	951846	2524	951860
2431	951847	2525	951860
2432	951847	2526	951861
2433	951847	2527	951861
2434	951848	2528	951861
2435	951848	2529	951862
2436	951848	2530	951862
2437	951849	2531	951862
2438	951849	2532	951863
2439	951849	2533	951863
2440	951850	2534	951863

SCHEDULE "1"

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**Ilikai Apartment Building
Land Court Condo Map No. 3**

List of Current Transfer Certificate of Title No.'s

Unit No.	TCT No.	Unit No.	TCT No.
2535	951864	Commercial Area No. 50	951785
2536	951864	Commercial Area No. 101	951795
2537	951864	Commercial Area No. 102	951786
2538	951865	Commercial Area No. 103	951787
2539	951865	Commercial Area No. 104	974020
2540	951865	Commercial Area No. 105	951789
2541	951866	Commercial Area No. 200	951790
2542	951866	Commercial Area No. 201	951791
2543	951866	Commercial Area No. 202	951792
2544	951867	Commercial Area No. 203	951788
PH2601	562724	Commercial Area No. 204	951793
PH2602	990586	Commercial Area No. 205	951794
PH2603	1017245	Garage Area No. 1	951784
PH2604	464468	Sky Room 30	951783
PH2605	686508	Laundry Area Nos. 350-A to 350-W	951782
PH2606	744350	Storage Area Nos. 300-A to 300-W	951781
PH2607	718120		
PH2608	477988		
PH2609	213620		
PH2610	465906		
PH2611	842028		
PH2612	970741		
PH2613	970740		

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STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

February 22, 2013 8:01 AM

Doc No(s) T-8453001A thru T-8453001D
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s) 1056071 - 1056078



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

40 1/9 LAL Conveyance Tax: \$10.50
B-32210867

Return by Mail () Pickup (X) To:
CHUN YOSHIMOTO LLP
737 Bishop Street, Suite 2800
Pacific Guardian Center, Mauka Tower
Honolulu, Hawaii 96813

LC-1 Am & PR
2 Am Paylan
3 P/R
4 Seed
Issue
874's

Tax Map Key No. (1) 2-6-010-007
Total No. of Pages: 40

FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF #1
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING;
SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE #2
ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING;
AMENDMENT TO CONDOMINIUM MAP NO. 3

THIS AMENDMENT (this "Amendment") is made this 10th day of December, 2012, by
the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation
formerly known as the "Association of Apartment Owners of Ilikai Apartment Building", whose
mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Association"),
SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company, whose mailing
address is One Sansome Street, 30th Floor, San Francisco, California 94104 ("SFI Retail"), SFI
ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company, whose mailing
address is One Sansome Street, 30th Floor, San Francisco, California 94104 ("SFI Property")
and SFI ILIKAI 104 LLC, a Delaware limited liability company, whose mailing address is One
Sansome Street, 30th Floor, San Francisco, California 94104 ("SFI Ilikai 104").

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter
170-A, Revised Laws of Hawaii 1955, as Amended, filed in the Office of the Assistant Registrar
of the Land Court of the State of Hawaii as Document No. 330338 and noted on the Transfer
Certificate of Title Nos. listed on Exhibit B attached hereto (the "Declaration"), ILIKAI
INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration

to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed in said Office on June 27, 1994 as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591, and (d) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "Restated By-Laws"), was filed in said Office as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997 as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001 as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002 as Land Court Document No. 2849302, (d) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011 as Land Court Document No. 4052098, and (e) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests, and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project, including SFI Retail, SFI Property and SFI Ilikai 104, as the owners of various units in the Project being affected by this Amendment, have voted to amend the Restated Declaration (including the Condominium Map) and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration (including the Condominium Map) and the Restated By-Laws are amended as follows:

AMENDMENTS TO DECLARATION

1. Section 2 of the Restated Declaration is hereby amended in its entirety to read as follows:

The building constructed on said land is a multi-story reinforced concrete building known as the Ilikai Apartment Building containing two (2) levels devoted primarily to parking, one (1) level devoted primarily to commercial establishments, one (1) level utilized for commercial establishments and/or apartments, twenty-three (23) floors devoted primarily to apartments, one (1) floor for penthouses, one (1) floor at the twenty-seventh floor for utilities on the wings of the building and a full story height in the center core of the building for equipment, one (1) floor at the twenty-eighth floor unenclosed for future commercial uses (monitor roof), one (1) floor at the twenty-ninth floor containing a full story height for future commercial uses, and a sky-room in the center core of the building at the thirtieth floor, for commercial purposes, with a glass-enclosed elevator, in accordance with the floor plans of the building filed in the said Office of the Assistant Registrar of the Land Court as Condominium Map No. 3, as amended.

2. The lead-in paragraph of Section 3 and Sections 3(a), (b), and (c), of the Restated Declaration are hereby amended in their entirety to read as follows (among other things, the purpose of such amendments is to create Security Unit No. 106, which was previously a portion of Commercial Area No. 102, to create AOAO Unit No. 206, which was previously a portion of Commercial Area No. 201, to delete Commercial Area No. 104 and to provide more exact measurements of the various areas):

The boundary line of each condominium unit in the building is the exterior of the lanai railing, and where there is no such railing, the exterior of doors, windows, and glass walls and the frames thereof, and the interior of unfinished surfaces of the perimeter walls, bearing walls and floors, and ceilings, said condominium unit meaning and including the paint, wallpaper, tile, enamel, stain or other finishing on such interior surfaces, the lanai and the air space encompassed within said boundary line, together with fixtures and other such improvements located within said boundary line. Notwithstanding the foregoing, if and when any of the lanai railings are

removed from Commercial Area No. 200, Commercial Area No. 201, Commercial Area No. 202, Commercial Area No. 204 and/or Commercial Area No. 205 (and any apartments into which those commercial units are converted), the boundaries of such units will be the edge of the lanai for such unit as shown on the Condominium Map No. 3, as amended, such edge to be the prior location of the exterior of such removed lanai railings. The building shall contain the following condominium units:

(a) Two (2) levels of garage area, the first garage level being about four (4) feet below street grade, containing:

- (1) one (1) unenclosed space, for parking use, with a total area of 92,275 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the land adjoining thereto, and numbered as Garage Area No. 1,
- (2) five (5) enclosed rooms for commercial use, with areas of approximately 457 square feet, 517 square feet, 277 square feet, 150 square feet and 155 square feet and two (2) unenclosed spaces for commercial use, with areas of approximately 144 square feet and 311 square feet, all as shown on Condominium Map No. 3, as amended, in each case together with access through Garage Area No. 1 to the land adjoining thereto, and together numbered as Commercial Area No. 50,
- (3) one (1) enclosed room for commercial use, area 487 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the land adjoining thereto, and numbered as Commercial Area No. 101, and
- (4) one (1) enclosed room for Elevator No. 11, appurtenant to Sky-room 30, area 42 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with access through Garage Area No. 1 to the land adjoining thereto, and numbered as Sky-room 30,

and the second garage level being about five (5) feet above street grade, containing:

- (5) one (1) covered enclosed space, and one (1) uncovered enclosed space to the ceiling height of said covered enclosed space, for parking and storage of vehicles, area 62,298 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the land adjoining thereto, and to be numbered together as Garage Area No. 1,
- (6) three (3) enclosed spaces for commercial uses containing 11,992 square feet, more or less, 630 square feet, more or less, and 57 square feet, more or less, together with access through Garage Area No. 1 to the land adjoining thereto, together with Elevator No. 12 which is located on this second garage level as well as on the first and second floors, as shown on Condominium Map No. 3, as amended, and numbered as Commercial Area No. 50,

- (7) one (1) enclosed room for commercial use, area 487 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the land adjoining thereto, and numbered as Commercial Area No. 101, and
- (8) two (2) enclosed rooms for Elevator No. 11, appurtenant to Sky-room 30, area 170 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with access through Garage Area No. 1 to the land adjoining thereto, and to be numbered as Sky-room 30.

✓ (b) First or mall floor, containing five (5) units:

- RAM
- (1) On the "A" Wing, one (1) unit consisting of two (2) areas for various hotel, office, lobby and other commercial uses, one area containing 2,963 square feet, more or less, and a second area containing 2,001 square feet, more or less, all as shown on Condominium Map No. 3, as amended, together with immediate access to the lobby and mall on the first floor, and numbered as Commercial Area No. 101, ✓
 - (2) On the "B" Wing:
 - (i) one (1) unit containing 695 square feet, more or less, as shown on Condominium Map No. 3, together with immediate access to the corridors and ✓ mall on the first floor, and to be numbered as Security Unit No. 106, and
 - (ii) one (1) unit consisting of two (2) areas, one area containing 5,774 square feet, more or less, and a second area containing 2,844 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the corridors and mall on the first floor, and numbered as Commercial Area No. 102,
 - (3) On the "C" Wing, one (1) unit consisting of four (4) areas, including one area for an equipment room containing approximately 537 square feet, a second area containing 1,171 square feet, more or less, a third area containing 1,054 square feet, more or less, and a fourth area containing 13,066 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the lobby and mall on the first floor, and numbered as Commercial Area No. 103, and
 - (4) On the Waikiki-makai side of the Wings "B" and "C" of the building, one (1) unit containing 13,426 square feet, more or less, plus the uncovered air space encompassed within the boundary line of the unit as shown on Condominium Map No. 3, as amended, to the maximum height of the existing floor of the third floor in the building, as shown on Condominium Map No. 3, as amended, together with immediate access to the corridor on the first floor, and numbered as Commercial Area No. 105 (provided that, upon conversion of the unenclosed portion of such unit to a common element for recreational use as hereinafter set

forth, the unit will contain only the area of 13,426 square feet, more or less, on the first floor).

(c) Second floor, containing seven (7) units:

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(1) On the "A" Wing, one (1) unit including three (3) unenclosed lanais, containing 8,829 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 200 (provided that, upon completion of construction to convert the one commercial unit into multiple apartment units, the total square footage of those units will be remeasured in accordance with this Declaration and will not include the hallway area, which will be similar to the hallways on the "B" and "C" Wings and which will be converted to a common element as hereinafter provided),

(2) On the "B" Wing:

(i) one (1) unit including three (3) unenclosed lanais, containing two (2) spaces of approximately 5,516 square feet and 5,205 square feet, more or less, as shown on Condominium Map No. 3, as amended together with immediate access to the hallway on the second floor, and numbered as Commercial Area No. 201 (provided that, upon completion of construction of new public restroom facilities and the new hallway accesses and the conversion thereof to common elements for public restrooms and hallway use as hereinafter set forth, the unit will be remeasured in accordance with this Declaration and will not include the new hallways or public restrooms), and

(ii) one (1) unit including two (2) unenclosed lanais, containing 1,549 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the hallway on second floor, and to be numbered as AOA Unit No. 206,

(3) On the "C" Wing:

(i) One (1) unit including two (2) unenclosed lanais, containing two (2) spaces of approximately 7,180 square feet and 5,152 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the hallway on the second floor, and numbered as Commercial Area No. 202 (provided that, upon completion of construction of the new hallway access and the conversion thereof to a common element for hallway use as hereinafter set forth, the unit will be remeasured in accordance with this Declaration and will not include the new hallway),

(ii) One (1) unit including two (2) unenclosed lanais, containing 1321 square feet, more or less, as shown on Condominium Map No. 3, as amended, together

with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 204, and

(iii) One (1) unit including two (2) unenclosed lanais, containing 1319 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 205.

(4) On the Center core, one (1) unit, containing 497 square feet, more or less, as shown on Condominium Map No. 3, as amended, together with immediate access to the hallway on the second floor, and to be numbered as Commercial Area No. 203.

3. Section 3(bb) of the Restated Declaration is hereby amended in its entirety to read as follows:

(bb) Twenty-eighth floor, containing one (1) unenclosed space, the air space encompassed within said boundary line of said unenclosed space, area 6,972 square feet, more or less, and twenty-ninth floor, containing one (1) sky-room area, area 3,353 square feet, more or less, one (1) uncovered unenclosed room and air space encompassed within said boundary line of said unenclosed space, area 6,972 square feet, more or less, and thirtieth floor, containing one (1) sky-room area, area 7,010 square feet, more or less, and one (1) uncovered unenclosed space for future development, area 7,004 square feet, more or less, one (1) enclosed space above the roof, area 542 square feet, more or less, for sky-room storage and equipment and machinery installations, together with Elevators Nos. 10 and 11, as shown on Condominium Map No. 3, as amended, together with immediate access to the hallways on the twenty-sixth floor and first floor, and to be numbered together as Sky-room 30.

4. The following is added to the end of Section 4(a) of the Restated Declaration to describe new common elements, all of which are shown on Condominium Map 3 as amended by this Amendment:

(d) a space of approximately 1,053 square feet, more or less, within the lower garage level to be used for hot water tanks (formerly part of Commercial Area No. 50);

(e) three (3) spaces of approximately 622 square feet, 1,207 square feet and 414 square feet, more or less, within the upper garage level to be used for trash collection, trash compactor, generator and fire pump purposes (all formerly part of Garage Area No. 1);

(f) six (6) spaces totaling approximately 2,703 square feet, more or less, on the "A" Wing of the first or mall floor to be used for access, lobby and landscaping purposes (formerly part of Commercial Area No. 101);

(g) on the "C" Wing of the first or mall floor: an area of approximately 333 square feet, more or less, to be used for public restroom and hallway purposes, two areas

totaling approximately 1,124 square feet, more or less, to be used for mailroom purposes, an area of approximately 808 square feet, more or less, to be used for hallway purposes, and several areas totaling approximately 410 square feet, more or less, to be used for landscaping purposes (all of which were formerly a portion of Commercial Area No. 103); and

(h) an area of approximately 184 square feet used for fountain or other lobby entrance purposes (formerly Commercial Area No. 104, which will no longer exist as a separate unit).

5. A new Section 4(i) is hereby added to the Restated Declaration to read as follows:

(i) Each of the spaces described below and shown on Exhibit A attached hereto and incorporated herein by reference shall be converted from a portion of a unit to a common element effective upon: (1) completion of the renovations described below, in each case in accordance with final plans and specifications approved by the Board of Directors, and (2) the filing of an amendment or amendments (if the renovations are completed at different times) of this Declaration to note the completion of the renovations, to note the new square footage of the applicable unit(s) measured in accordance with the provisions of this Declaration after completion of the renovations, and to include the submission of revised pages of Condominium Map No. 3 as necessary to designate the new common element and the layout, location, boundaries, unit number and dimensions of the unit from which the common element was taken, together with a statement of a registered architect or professional as required by applicable law, which amendments may be filed by the Board of Directors without the consent, joinder or further action by the unit owners and which amendments may be combined with other amendments executed and filed in accordance with this Declaration (such as amendments pursuant to Section 7(j) of this Declaration):

(i) Upon completion of construction of an amenity to include an open patio, wading pool and seating areas, an area of approximately 8,031 square feet, more or less, on the Waikiki-makai side of Wings "B" and "C" of the building to be used for active and passive recreational purposes (currently a portion of Commercial Area No. 105);

(ii) Upon completion of construction to convert Commercial Area No. 200 into multiple apartment units and the construction of the new hallway, a total area of approximately 628 square feet, more or less, on the "A" Wing of the second floor to be used for additional hallway/access areas (currently a portion of Commercial Area No. 200);

(iii) Upon completion of construction of new restroom facilities and the new hallway accesses, an area of approximately 769 square feet, more or less, on the "B" Wing of the second floor to be used for public restroom and hallway purposes as well as approximately 218 square feet, more or less, of additional hallway/access areas (currently a portion of Commercial Area No. 201); and

(iv) Upon completion of construction of the new hallways, a total area of approximately 238 square feet, more or less, on the "C" Wing of the second floor to be used for additional hallway/access areas (currently a portion of Commercial Area No. 202).

6. Section 5 of the Restated Declaration is hereby amended by adding the following thereto:

Any unit owner may transfer or exchange a limited common element that is assigned to the owner's unit to another unit. Any transfer shall be executed and recorded as an amendment to this Declaration. That amendment need only be executed by the owner of the unit whose limited common element is being transferred and the owner of the unit receiving the limited common element; provided that unit mortgages and leases may also require the consent of mortgagees or lessors, respectively, of the units involved. A copy of the amendment shall be promptly delivered to the Association. All costs and expenses of drafting and recording the amendment shall be paid by the owners of the units involved in equal shares unless such owners agree to a different apportionment.

7. A new subsection 6(u) is hereby added and subsections 6(j) through (q) are hereby amended in their entirety to read as follows:

✓(j) 10/1330 common interest for Commercial Area No. 101 and its owner;

✓(k) 17/1330 common interest for Commercial Area No. 102 and its owner;

✓(l) 20/1330 common interest for Commercial Area No. 103 and its owner;

✓(m) 9/1330 common interest for Security Unit No. 106 and its owner;

✓(n) 5/1330 common interest for Commercial Area No. 105 and its owner;

✓(o) 8/1330 common interest for Commercial Area No. 200 and its owner;

✓(p) 10/1330 common interest for Commercial Area No. 201 and its owner;

✓(q) 15/1330 common interest for Commercial Area No. 202 and its owner;...

✓(u) 9/1330 common interest for AOA Unit No. 206.

9. The last paragraph of Section 6 of the Restated Declaration, relating to the subdivision of commercial areas, is hereby deleted.

10. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for hotel or apartment purposes. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, hotel or apartment purposes only. The owner of Garage Area No.1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants and Section 7(m) relating to construction conditions) or any other provisions of the By-Laws related to permitted uses or the construction of improvements for permitted uses. (See Endnote 6)

11. The Restated Declaration is hereby amended to add the following new Section 7(i):

(i) The owner of Sky-room 30 may, in connection with the improvement of the existing elevator facilities comprising a part of that unit and utilities servicing such unit, construct an elevator stop on the 29th floor similar to the existing elevator stop on the 30th floor, provided that: (1) the plans and specifications for the elevator stop are approved in writing by the Board of Directors, which approval may not be unreasonably withheld, (2) such construction is to be performed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (3) such construction shall be performed at the sole cost and expense of such owner, and (4) such owner must obtain all necessary permits from governmental authorities required for such construction, and

12. The Restated Declaration is hereby amended to add the following new Section 7(j):

(j) The owner of any condominium unit shall have the right, with the prior written approval of the Board, which shall not be unreasonably withheld, and without the consent or joinder of any other owner, lienholder or other persons, to amend the Declaration and/or the Bylaws and/or the Condominium Map as necessary to cause the subdivision of any condominium unit the owner owns at any time to create two (2) or more condominium units and/or limited common elements appurtenant to such condominium unit or units, to allocate the percentage of common interest appurtenant to each newly-created condominium unit, and to amend the Condominium Map to reflect the new units and new limited common elements as so designated and as built, provided that the total aggregate common interest appurtenant to the newly-created condominium units shall equal the common interest appurtenant to the original condominium unit. The owner of any two (2) or more adjacent condominium units shall have the right, with the prior written approval of the Board, which shall not be unreasonably withheld, and without the consent or joinder of any other owner, lienholder or other persons, to amend the Declaration and/or the Bylaws and/or the Condominium Map as necessary to consolidate and, if applicable resubdivide, two (2) or more of such adjacent condominium units into one or more condominium units and/or limited common elements appurtenant to such condominium unit or units, to allocate the percentage of common interest appurtenant to each newly-created or modified condominium unit or units, and to amend the Condominium Map to reflect the new or modified unit or units and limited common elements as so designated and as built, provided that the total aggregate common interest appurtenant to the newly-created or modified condominium unit or units shall equal the common interest appurtenant to the original condominium units so consolidated or resubdivided. In connection with any such subdivision or consolidation, the owner of the unit(s) may, without the consent of any other owner, lienholder or other persons except the Board as hereinafter provided, remove/relocate the common wall(s) of and utility lines servicing the units and the entry door(s) to such unit(s) from the common element hallway, provided that: (1) the plans and specifications for the removal and relocation are approved in writing by the Board of Directors, which approval may not be unreasonably withheld, (2) such removal and relocation is to be performed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes (3) such relocation shall be made at the sole cost and expense of such owner, and (4) such owner must obtain all necessary permits from governmental authorities required for such construction. Notwithstanding the foregoing, prior to recordation of any amendment to the Declaration and/or the Bylaws and/or the Condominium Map pursuant to the rights contained in this Section, such amendment shall first be approved as to form only by counsel for the Association, and such owner shall pay the attorney's fees incurred in connection with such approval.

13. The Restated Declaration is hereby amended to add the following new Section 7(k):

(k) The owner of any condominium unit shall have the right, subject to the prior written approval of the Board of Directors, which may not be unreasonably withheld, and without the consent of any other owner, lienholder or other persons, to penetrate the common elements and connect to the common utility lines for the purpose of upgrading or improving or adding any utility facilities to the unit (including, but not limited to cable, phone, water, sewer, plumbing and electrical), provided that: (1) said upgrades, improvements or additions are to be

constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) said upgrades, improvements or additions shall be made at the sole cost and expense of such owner, and (3) such owner must obtain all necessary permits from governmental authorities required for such construction.

14. The Restated Declaration is hereby amended to add the following new Section 7(l):

(l) Notwithstanding anything to the contrary in this Declaration or the Bylaws, without the consent of any other owner, lienholder or other persons, the Board of Directors shall be authorized to approve, which approval shall not be unreasonably withheld, an owner's request to make modifications, additions and improvements to the lanais of any condominium unit located on the second floor of the building and the common elements adjacent thereto, such as the addition of trellises and tile, provided that: (1) said modifications, additions and improvements are to be constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) said modifications, additions and improvements shall be made at the sole cost and expense of the owner(s) of such condominium units, and (3) such owners must obtain all necessary permits from governmental authorities required for such construction.

15. The Restated Declaration is hereby amended to add the following new section 7(m):

(m) The Board's approval of the alterations proposed under the foregoing Sections 7(i), 7(j), 7(k) and 7(l) may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. As a further condition of its approval, the Board may require that the owner(s) of the unit(s) being altered under Sections 7(i) and 7(j), and the owner(s) of the units that will benefit from the alteration of the common elements contemplated by Sections 7(k) and 7(l), provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the owner(s) obtain a performance and lien payment bond, naming as obligees the Board and the Association, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such alterations. All work approved by the Board under this Section 7 shall be done only by a contractor or contractors licensed to do business in the State of Hawaii.

16. The Restated Declaration is hereby amended to add the following new Section 7(n):

(n) The owner of a condominium unit shall have the right, without being required to obtain the consent or joinder of the Board of Directors (except as specifically set forth above), any other condominium unit owner, lienholder or other persons, to execute and file amendments to the Declaration, Bylaws and/or Condominium Map and any and all other instruments necessary or appropriate to exercise and effectuate any of the rights, powers or privileges granted to and being exercised by such owner pursuant to this Section 7 or Article VI, Section 4 of the Bylaws. Notwithstanding the foregoing, prior to recordation of any amendment to the Declaration and/or the Bylaws and/or the Condominium Map pursuant to the rights contained in this Section, such amendment shall first be approved as to form only by counsel for the

Association, and such owner shall pay the attorney's fees incurred in connection with such approval. All costs and expenses of drafting and recording the amendment shall be paid by the owner(s) of the unit(s) involved.

AMENDMENTS TO BYLAWS

1. The following is added to the end of Article I, Section 1(b) of the By-Laws to describe new common elements:

a space of approximately 1,053 square feet, more or less, within the lower garage level to be used for hot water tanks (formerly part of Commercial Area No. 50); three (3) spaces of approximately 622 square feet, 1,207 square feet and 414 square feet, more or less, within the upper garage level to be used for trash collection, trash compactor, generator and fire pump purposes (all formerly part of Garage Area No. 1); six (6) spaces totaling approximately 2,703 square feet, more or less, on the "A" Wing of the first or mall floor to be used for access, lobby and landscaping purposes (formerly part of Commercial Area No. 101); on the "C" Wing of the first or mall floor: an area of approximately 333 square feet, more or less, to be used for public restroom and hallway purposes, two areas totaling approximately 1,124 square feet, more or less, to be used for mailroom purposes, an area of approximately 808 square feet, more or less, to be used for hallway purposes, and several areas totaling approximately 410 square feet, more or less, to be used for landscaping purposes (all of which were formerly a portion of Commercial Area No. 103); an area of approximately 184 square feet used for fountain or other lobby entrance purposes (formerly Commercial Area No. 104); and such other areas as are to be converted to common elements upon completion of renovations as provided in Section 4(i) of the Declaration.

2. The definition of "sky-room" set forth in Article I, Section 1(i) of the By-Laws is hereby amended in its entirety to read as follows:

(i) "Sky-room" applies to an area on the twenty-sixth, twenty-eighth, twenty-ninth and thirtieth floor, together with Elevator No. 10, being the shuttle elevator from the twenty-sixth floor to the sky-room, Elevator No. 11, being the glass-enclosed elevator from the first floor to the sky-room, equipment and appurtenances necessary for its use.

3. A new Section 6(u) is added to Article II and Article II, Sections 6(j) through (q) are hereby amended in their entirety to read as follows:

(j) 10/1330 common interest for Commercial Area No. 101 and its owner;

(k) 17/1330 common interest for Commercial Area No. 102 and its owner;

(l) 20/1330 common interest for Commercial Area No. 103 and its owner;

(m) 9/1330 common interest for Security Unit No. 106 and its owner;

- (n) 5/1330 common interest for Commercial Area No. 105 and its owner;
- (o) 8/1330 common interest for Commercial Area No. 200 and its owner;
- (p) 10/1330 common interest for Commercial Area No. 201 and its owner;
- (q) 15/1330 common interest for Commercial Area No. 202 and its owner;...
- (u). 9/1330 *common interest* for AOA Unit No. 206.

4. The second paragraph of Article II, Section 6 of the By-Laws, relating to the subdivision of commercial areas, is hereby deleted.

5. Article III, Section 5(l) of the By-Laws is hereby amended in its entirety to read as follows:

(l) To perform any and all duties imposed on the Board by applicable law and to exercise any of the rights, powers or privileges granted to the Board in the Restated Declaration, as amended.

6. Article VI, Section 1(a) of the By-Laws is hereby amended in its entirety to read as follows:

(a) The owner of each apartment within the building shall use such apartment only as living accommodations for hotel or apartment purposes. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205 each of which may also be used for hotel or apartment purposes. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, hotel or apartment purposes only. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses *and for parking and storing of vehicles*. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each

floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and the House Rules and Regulations. The provisions of this Article VI, Section 1(a) shall control in the event of any conflict between these provisions and any other provisions of these By-Laws related to permitted uses or the construction for permitted uses (other than the provisions of Article VI, Section 4(c) relating to construction conditions).

7. Article VI, Section 4(c) of the By-Laws is hereby amended in its entirety to read as follows:

(c) The owner of the Sky-room No. 30 shall be permitted to construct, improve, enlarge, remodel, alter or otherwise utilize the twenty-eighth, twenty-ninth and thirtieth floors of the building as shown on Condominium Map No. 3, for any purposes for which the Sky-room No. 30 may be used as permitted by Section 7(a) of the Declaration, provided that (1) said improvements are to be constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) the plans and specifications of said improvements are to be approved in writing by the Board of Directors, which approval shall not be unreasonably withheld, (3) said utilization herein permitted shall be made at the sole cost and expense of such owner, and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said owners, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise for labor performed or materials furnished in connection with such utilization. The Board's approval of the alterations may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. As a further condition of its approval, the Board may require that the owner of Sky-room No. 30 provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the owner obtain a performance and lien payment bond, naming as obligees the Board and the Association, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such alterations. All work approved by the Board under this Article VI, Section 4(c), shall be done only by a contractor or contractors licensed to do business in the State of Hawaii.

AMENDMENTS TO CONDOMINIUM MAP NO. 3

The Restated Declaration is hereby amended by amending Condominium Map No. 3, as previously amended, to delete Sheets A2, A3, A4, A5, A27, A35, A36, A37 and A38 and to substitute therein amended Sheets A2, A3, A4, A5, A27, A35, A36, A37 and A38 submitted herewith for filing, to reflect the amendments to the Declaration as set forth above, including the deletion of Commercial Area No. 104, the creation of Security Unit No. 106 and AOA Unit No. 206, the designation of new common elements, the modification of various commercial units, and the correction of the square footages of various areas as built, based on the more accurate equipment and methods available. To the extent of any discrepancies between the

revised pages of Condominium Map 3 filed herewith and any other pages of Condominium Map No. 3, the pages filed herewith shall control.

In all other respects, the Restated Declaration, as amended, the Restated By-Laws, as amended, and the Condominium Map, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments to the Declaration (including the Condominium Map) and the By-Laws were adopted with the vote or written consent of not less than sixty-seven percent (67%) of all unit owners in the Project, including the affirmative vote of all owners of the commercial units in the project, who have also joined in executing this instrument.

Except as set forth herein, the Declaration and the By-Laws remain in full force and effect.

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

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

OWNERS OF ILIKAI APARTMENT
BUILDING, INC.,
a Hawaii nonprofit corporation

By William C. Moore
Name: WILLIAM C. MOORE
Its V.P.

By Linda Lee Anthony
Name: LINDA LEE ANTHONY
Its TREASURER
"Association"

SFI ILIKAI RETAIL OWNER LLC,
a Delaware limited liability company

By Ben Dookchitra
Name: Ben Dookchitra
Its: Vice President
"SFI Retail"

SFI ILIKAI PROPERTY OWNER LLC,
a Delaware limited liability company

By Ben Dookchitra
Name: Ben Dookchitra
It: Vice President
"SFI Property"

SFI ILIKAI 104 LLC,
a Delaware limited liability company

By Ben Dookchitra
Name: Ben Dookchitra
Its: Vice President
"SFI Ilikai 104"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS
)

On this 28th day of November, 2012 before me personally appeared William C. Moore, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Jeanne M.L. Chun LS
Jeanne M.L. Chun
Notary Public, State of Hawaii

My commission expires: 05-09-2014

Document Identification or Description: FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING; AMENDMENT TO CONDOMINIUM MAP NO. 3

Document Date: Undated at time of acknowledgment No. of Pages: 24

Name: Jeanne M.L. Chun First Circuit LS

Jeanne M.L. Chun 11-28-12
Notary Signature Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

(Stamp or Seal)

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

On this 4th day of December, 2012 before me personally appeared Linda Lee Anthony, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



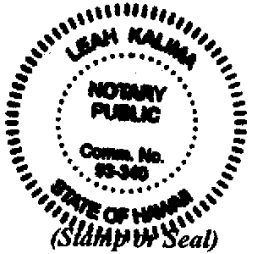
Leah Kalima
LEAH KALIMA
Notary Public, State of Hawaii
My commission expires: 08/01/2015

Document Identification or Description: FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING; AMENDMENT TO CONDOMINIUM MAP NO. 3

Document Date: Undated at time of acknowledgment No. of Pages: 24

Name: LEAH KALIMA Third Circuit
Leah Kalima 12/4/12
Notary Signature Date

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)




(Stamp or Seal)

SFI ILIKAI RETAIL OWNER LLC
SFI ILIKAI PROPERTY OWNER LLC
SFI ILIKAI 104 LLC

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

On this 21st day of November, 2012, before me personally appeared **BEN DOOKCHITRA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



HEATHER K.H. AGUNOY
Notary Public, State of Hawaii

My commission expires: October 15, 2014

SS

(Stamp or Seal)

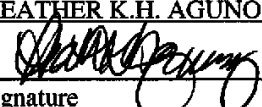
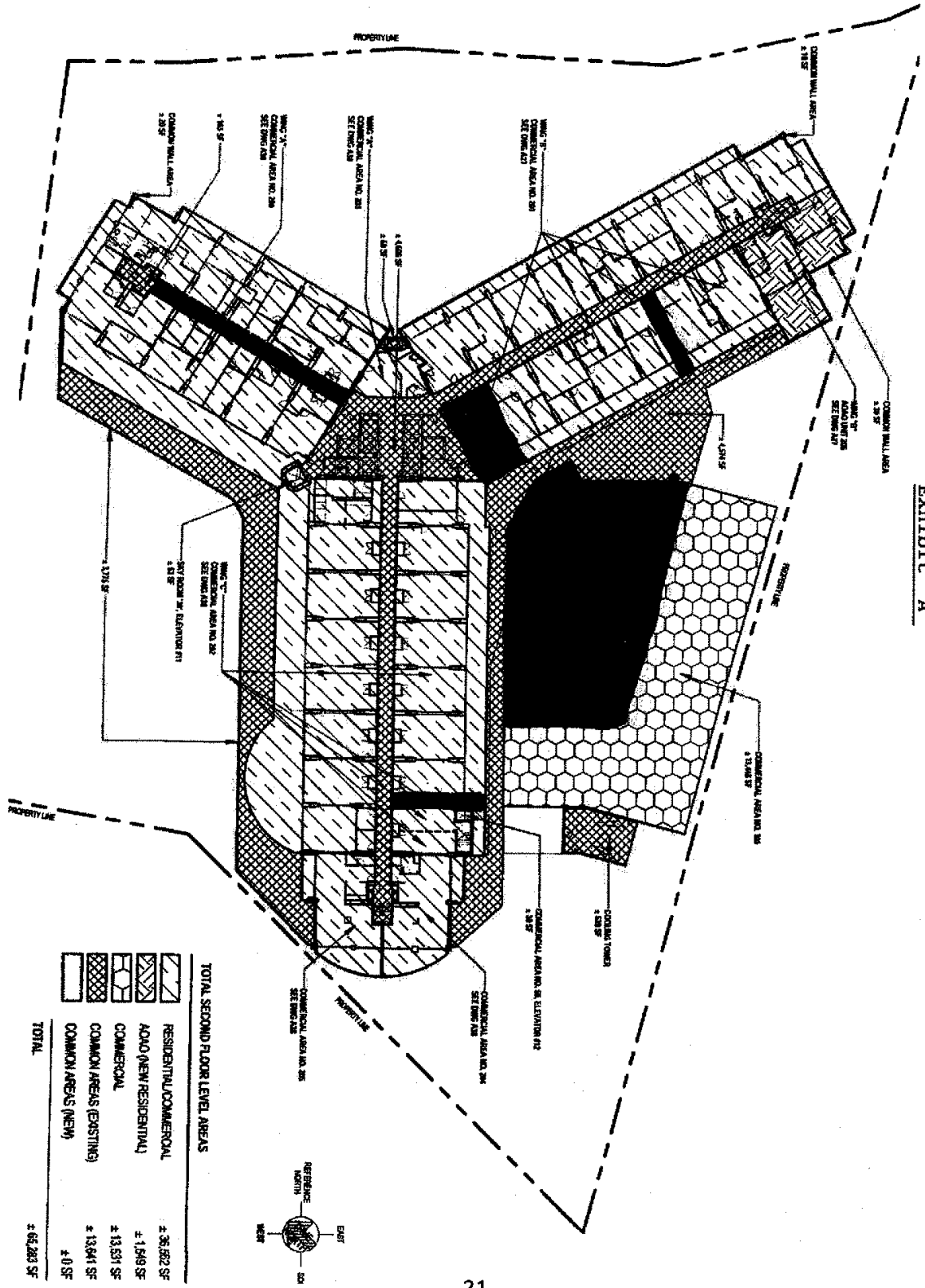
Document Identification or Description: <u>FIFTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING; SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF ILIKAI APARTMENT BUILDING; AMENDMENT TO CONDOMINIUM MAP NO. 3</u>	
Document Date: <u>Undated at time of acknowledgment</u>	No. of Pages: <u>24</u>
Name: <u>HEATHER K.H. AGUNOY</u>	First Circuit
Notary Signature 	<u>11-21-12</u> Date
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	(Stamp or Seal)

Exhibit "A"



TOTAL SECOND FLOOR LEVEL AREAS

	RESIDENTIAL/COMMERCIAL	± 35,522 SF
	ADJO (NEW RESIDENTIAL)	± 1,549 SF
	COMMERCIAL	± 13,531 SF
	COMMON AREAS (EXISTING)	± 13,641 SF
	COMMON AREAS (NEW)	± 0 SF
TOTAL		± 64,243 SF

Exhibit "B"

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
301	745,388
302	1,053,784
303	745,388
304	1,016,881
305	745,388
306	1,049,901
307	745,388
308	1,052,161
309	782,109
310	907,772
311	745,388
312	745,388
313	745,388
314	745,388
315	745,388
316	745,388
317	745,388
318	745,388
319	745,388
320	745,388
321	745,388
322	745,388
323	745,388
324	745,388
325	1,044,379
326	745,970
327	951,797
328	745,388
329	951,797
330	745,388
331	951,797
332	745,388
333	1,050,780
334	745,388
335	1,050,079
336	745,388
337	1,052,064
338	745,388

Unit No.	TCT No.
339	1,053,928
340	745,388
341	951,799
342	745,388
343	636,547
344	723,605
401	970,453
402	1,046,184
403	745,388
404	870,387
405	651,719
406	841,930
407	751,248
408	942,700
409	904,768
410	565,779
411	745,388
412	890,544
413	617,896
414	890,545
415	745,388
416	890,546
417	745,388
418	890,547
419	502,337
420	1,018,225
421	1,047,781
422	890,548
423	1,002,255
424	890,549
425	976,719
426	816,411
427	1,048,368
428	745,388
429	1,052,629
430	708,020
431	159,276
432	745,388

Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
433	1,028,847
434	745,388
435	926,733
436	531,035
437	990,516
438	568,355
439	537,719
440	986,117
441	261,916
442	745,388
443	592,121
444	988,069
501	1,014,270
502	616,963
503	745,388
504	955,745
505	156,361
506	543,664
507	797,524
508	1,039,891
509	1,042,790
510	704,289
511	745,388
512	1,039,523
513	193,264
514	1,022,352
515	745,388
516	848,128
517	990,465
518	852,310
519	745,388
520	1,013,281
521	454,021
522	1,052,418
523	745,388
524	854,878
525	553,057
526	1,032,395

Unit No.	TCT No.
527	749,822
528	890,550
529	646,463
530	745,388
531	320,009
532	745,388
533	745,713
534	745,388
535	414,329
536	745,388
537	617,189
538	745,388
539	1,030,942
540	745,388
542	1,017,163
543	1,022,297
544	1,022,298
601	492,100
602	651,887
603	414,760
604	648,668
605	694,070
606	841,927
607	1,045,777
608	837,790
609	722,060
610	319,885
611	755,027
612	1,049,894
613	774,349
614	750,584
615	890,551
616	627,641
617	365,887
618	705,118
619	840,868
620	1,032,983
621	974,244

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
622	776,084
623	597,626
624	985,165
625	651,888
626	719,231
627	1,030,325
628	890,552
629	951,219
630	890,553
631	658,339
632	676,351
633	935,040
634	574,775
635	729,825
636	745,388
637	898,572
638	1,046,996
639	1,029,055
640	880,946
641	1,037,542
642	1,025,356
643	500,988
644	889,969
701	545,051
702	1,049,878
703	673,623
704	616,319
705	915,110
706	329,840
707	384,776
708	585,489
709	351,133
710	716,285
711	681,319
712	498,550
713	1,046,112
714	1,003,097
715	745,388

Unit No.	TCT No.
716	552,971
717	745,388
718	659,683
719	427,313
720	494,918
721	745,388
722	905,414
723	745,388
724	1,013,131
725	495,443
726	1,014,269
727	762,689
728	726,054
729	702,240
730	1,035,432
731	831,681
732	306,170
733	670,026
734	701,806
735	516,327
736	332,765
737	1,035,929
738	920,820
739	1,032,615
740	745,388
741	966,337
742	808,580
743	915,870
744	686,600
801	487,649
802	437,316
803	487,645
804	437,317
805	585,814
806	437,315
807	1,046,179
808	908,167
809	927,094

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
810	1,016,271
811	890,554
812	516,595
813	1,020,740
814	721,922
815	684,636
816	835,916
817	845,759
818	831,022
819	890,602
820	939,512
821	409,203
822	1,043,487
823	359,043
824	406,870
825	404,380
826	686,422
827	884,792
828	997,395
829	841,064
830	890,603
831	984,403
832	769,747
833	877,302
834	474,869
835	793,278
836	1,014,204
837	960,555
838	1,048,621
839	525,341
840	1,031,563
841	339,293
842	553,115
843	482,721
844	278,911
901	672,682
902	745,388
903	745,388

Unit No.	TCT No.
904	503,401
905	601,472
906	457,508
907	943,321
908	956,741
909	330,318
910	320,624
911	955,558
912	1,049,891
913	745,388
914	941,217
915	745,388
916	770,880
917	528,683
918	441,131
919	542,208
920	745,388
921	745,388
922	287,185
923	422,800
924	1,040,062
925	1,031,980
926	734,333
927	808,964
928	1,035,504
929	804,670
930	638,678
931	722,043
932	650,162
933	1,017,562
934	1,022,578
935	233,656
936	483,246
937	957,350
938	926,514
939	459,469
940	909,666
941	807,972

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
942	745,388
943	856,513
944	954,968
1001	754,621
1002	930,705
1003	786,323
1004	782,309
1005	1,037,407
1006	364,601
1007	1,043,489
1008	912,011
1009	961,873
1010	828,271
1011	745,388
1012	745,388
1013	1,046,110
1014	745,388
1015	348,436
1016	116,064
1017	457,993
1018	955,746
1019	147,147
1020	301,039
1021	595,318
1022	688,507
1023	745,388
1024	745,388
1025	1,047,009
1026	675,104
1027	477,268
1028	332,615
1029	352,240
1030	382,511
1031	286,706
1032	940,238
1033	297,420
1034	877,469
1035	502,608

Unit No.	TCT No.
1036	538,468
1037	445,972
1038	1,042,198
1039	755,036
1040	745,388
1041	691,163
1042	945,825
1043	836,507
1044	1,042,358
1101	1,027,458
1102	1,029,767
1103	745,388
1104	181,464
1105	959,849
1106	207,606
1107	1,038,432
1108	430,241
1109	301,525
1110	721,122
1111	745,388
1112	745,388
1113	707,954
1114	570,160
1115	864,617
1116	732,045
1117	821,485
1118	708,490
1119	748,452
1120	953,257
1121	1,030,979
1122	927,095
1123	968,367
1124	300,876
1125	463,526
1126	776,557
1127	502,700
1128	873,047
1129	335,200

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
1130	681,883
1131	1,015,940
1132	994,051
1133	670,582
1134	994,052
1135	530,726
1136	705,712
1137	864,577
1138	701,176
1139	565,932
1140	951,868
1141	1,047,020
1142	713,561
1143	605,736
1144	403,969
1201	839,915
1202	1,009,900
1203	502,250
1204	681,670
1205	670,337
1206	889,413
1207	1,044,627
1208	410,786
1209	691,374
1210	1,045,987
1211	745,388
1212	988,608
1213	741,772
1214	746,291
1215	745,388
1216	955,557
1217	407,699
1218	1,016,180
1219	630,511
1220	853,463
1221	1,030,067
1222	598,817
1223	840,525

Unit No.	TCT No.
1224	1,050,143
1225	857,339
1226	745,405
1227	804,049
1228	729,096
1229	528,635
1230	647,083
1231	1,050,224
1232	1,050,466
1233	700,191
1234	1,053,974
1235	837,525
1236	860,938
1237	1,037,602
1238	1,037,604
1239	396,385
1240	648,611
1242	1,046,267
1243	640,167
1244	676,238
1301	745,388
1302	244,152
1303	745,388
1304	615,129
1305	745,388
1306	1,040,653
1307	1,029,750
1308	962,769
1309	153,428
1310	483,424
1311	745,388
1312	932,430
1313	985,230
1314	1,038,648
1315	365,888
1316	195,652
1317	745,388
1318	850,018

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
1319	403,149
1321	585,523
1322	673,535
1323	890,962
1325	688,577
1326	927,092
1327	789,191
1328	951,802
1329	1,005,361
1330	1,051,449
1331	902,880
1333	735,037
1334	989,374
1335	784,884
1336	620,157
1337	574,108
1338	677,031
1339	986,615
1340	165,549
1341	724,741
1342	890,433
1343	369,785
1344	1,029,205
1401	890,604
1402	983,361
1403	547,481
1404	844,748
1405	941,208
1406	487,052
1407	510,709
1408	837,027
1409	485,501
1410	927,096
1411	661,428
1412	847,001
1413	779,806
1414	1,042,391
1415	890,605

Unit No.	TCT No.
1416	1,038,953
1417	635,968
1418	672,059
1419	839,916
1421	647,859
1422	1,045,660
1423	933,201
1424	947,564
1425	727,598
1426	639,580
1427	543,664
1428	143,592
1429	648,612
1430	1,040,646
1431	131,236
1434	492,102
1435	330,124
1436	1,044,788
1437	1,044,739
1438	770,993
1439	932,229
1440	932,230
1441	866,395
1442	1,046,575
1443	978,299
1444	482,912
1501	1,045,208
1502	1,043,331
1503	1,017,244
1504	308,455
1505	1,029,509
1506	1,006,067
1507	842,912
1508	722,975
1509	981,393
1510	541,831
1511	1,042,808
1512	791,518

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
1513	890,606
1514	333,168
1515	890,607
1516	708,626
1517	556,171
1518	983,011
1519	671,390
1521	680,043
1522	836,523
1523	601,477
1524	250,336
1525	1,043,141
1526	932,023
1527	636,463
1528	922,446
1529	985,046
1530	879,956
1531	967,735
1532	621,516
1533	223,909
1534	805,696
1535	737,265
1536	865,094
1537	951,528
1538	701,888
1539	841,925
1540	744,711
1541	764,159
1542	551,176
1543	1,041,715
1544	1,041,715
1601	890,608
1602	1,004,137
1603	738,902
1604	451,043
1605	1,046,788
1606	642,001
1607	849,206

Unit No.	TCT No.
1608	960,353
1609	906,543
1610	520,785
1611	890,609
1612	982,360
1613	540,364
1614	838,925
1615	890,610
1616	634,417
1617	631,889
1618	1,024,484
1619	1,029,713
1621	890,611
1622	807,113
1623	515,894
1624	859,266
1625	729,241
1626	1,000,677
1627	661,590
1628	951,803
1629	933,220
1630	951,803
1631	1,041,979
1634	526,956
1635	738,900
1636	860,937
1637	803,115
1638	965,194 ✓
1639	915,417 ✓
1640	965,195
1641	844,640
1642	666,889
1643	695,022
1644	860,142
1701	890,612
1702	808,928
1703	922,560
1704	899,481

Ilikai Apartment Building
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List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
1705	964,587
1706	943,077
1707	949,241
1708	780,449
1709	1,038,199
1710	1,018,772
1711	537,838
1712	994,549
1713	922,561
1714	854,154
1715	922,562
1716	1,008,907
1717	841,016
1718	1,005,077
1719	654,371
1720	1,022,203
1721	767,520
1722	862,783
1723	895,279
1724	531,934
1725 ✓	948,805
1726	535,090
1727	846,717
1728	851,717
1729	203,423
1730	888,390
1731	996,234
1732	963,590
1733	612,423
1734	951,804
1735	1,030,686
1736	270,640
1737	817,688
1738	872,789
1739	724,447
1740	863,666
1741	888,043
1742	554,705

Unit No.	TCT No.
1743	486,131
1744	557,392
1801	763,360
1802	988,978
1803	335,233
1804	1,037,677
1805	1,025,891
1806	1,034,858
1807	745,388
1808	424,092
1809	303,359
1810	406,533
1811	745,388
1812	967,295
1813	745,388
1814	839,308
1815	745,388
1816	492,562
1817	434,641
1818	1,029,674
1819	806,505
1820	1,018,106
1821	472,119
1822	343,617
1823	745,388
1825	193,149
1826	648,610
1827	799,269
1828	980,501
1829	824,410
1830	1,020,128
1831	971,158
1833	863,682
1834	455,576
1835	837,664
1836	1,045,941
1837	258,013
1838	808,929

Ilikai Apartment Building
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List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
1839	479,481
1840	209,579,
	209,580,
	209,581,
	209,582 & 209583
1841	1,038,264
1842	663,979
1843	718,329
1844	688,414
1901	399,237
1902	933,203
1903	419,102
1904	635,005
1905	1,003,312
1906	997,981
1907	925,771
1908	840,501
1909	606,458
1910	863,680
1911	922,563
1912 ✓	959,936
1913	768,754
1914	843,740
1915	589,243
1916	841,347
1917	661,983
1918	821,565
1919	579,210
1920	905,483
1921	914,255
1922	294,095
1923	893,778
1924	512,433
1925	768,840
1926	1,001,958
1927	861,204
1928	873,020
1929	705,681

Unit No.	TCT No.
1930	1,018,750
1931	487,007
1934	968,527
1935	1,036,579
1936	856,237
1937	1,011,775
1938	780,686
1939	264,345
1940	467,857
1941	146,296
1942	449,540
1943	598,630
1944	463,419
2001	922,564
2002	846,049
2003	922,565
2004	996,811
2005	922,566
2006	837,524
2007	922,567
2008	912,572 ✓
2009	1,037,452
2010	905,732
2011	922,568
2012	845,760
2013	922,569
2014	837,820
2015	922,570
2016	1,003,976
2017	922,992
2018	725,055
2019	1,030,561
2020	1,041,204
2021	853,261
2022	927,921
2023	904,913
2024	821,564
2025	285,172

Ilikai Apartment Building
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List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
2026	565,780
2027	1,013,132
2028	853,209
2029	848,915
2030	871,646
2031	1,044,540
2032	897,095
2033	839,382
2034	847,167
2035	908,634
2036	848,886
2037	770,233
2038	891,052
2039	836,794
2040	1,004,984
2041	633,899
2042	275,013
2043	632,759
2044	632,759
2101	922,993
2102	836,461
2103	922,994
2104	836,795
2105	922,995
2106	860,129
2107	922,996
2108	1,032,751
2109	761,222
2110	213,470
2111	922,997
2112	993,905
2113	922,998
2114	832,602
2115	922,999
2116	854,446
2117	923,000
2118	1,047,032
2119	923,001

Unit No.	TCT No.
2120	620,614
2121	939,282
2122	1,041,347
2123	946,769
2124	848,118
2125	592,213
2126	1,028,522
2127	1,023,814
2128	864,593
2129	1,033,362
2130	986,959
2131	841,346
2132	1,046,180
2133	526,955
2134	936,778
2135	314,298
2136	600,473
2137	970,991
2138	648,139
2139	938,987
2140	620,103
2141	507,586
2142	384,962
2143	292,654
2144	421,641
2201	951,805
2202	951,805
2203	951,805
2204	951,806
2205	951,806
2206	951,806
2207	951,807
2208	951,807
2209	951,807
2210	951,808
2211	951,808
2212	951,808
2213	951,809

Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
2214	951,809
2215	951,809
2216	951,810
2217	951,810
2218	951,810
2219	951,811
2220	951,811
2221	951,811
2222	951,812
2223	951,812
2224	951,812
2225	951,813
2226	951,813
2227	951,814
2228	951,814
2229	951,814
2230	951,815
2231	951,815
2232	951,815
2233	951,816
2234	951,816
2235	951,816
2236	951,817
2237	951,817
2238	951,817
2239	951,818
2240	951,818
2241	951,818
2242	951,819
2243	951,819
2244	951,820
2301	951,820
2302	951,821
2303	951,821
2304	951,821
2305	951,822
2306	951,822
2307	951,822

Unit No.	TCT No.
2308	951,823
2309	951,823
2310	951,823
2311	951,824
2312	951,824
2313	951,824
2314	951,825
2315	951,825
2316	951,825
2317	951,826
2318	951,826
2319	951,826
2320	951,827
2321	951,827
2322	951,827
2323	951,828
2324	951,828
2325	951,828
2326	951,829
2327	951,829
2328	951,829
2329	951,830
2330	951,830
2331	951,830
2332	951,831
2333	951,831
2334	951,831
2335	951,832
2336	951,832
2337	951,832
2338	951,833
2339	951,833
2340	951,833
2341	951,834
2342	951,835
2343	951,835
2344	951,836
2401	951,836

Ilikai Apartment Building
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List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
2402	951,834
2403	951,834
2404	951,837
2405	951,837
2406	951,837
2407	951,838
2408	951,838
2409	951,838
2410	951,839
2411	951,839
2412	951,840
2413	951,840
2414	951,840
2415	951,841
2416	951,841
2417	951,841
2418	951,842
2419	951,842
2420	951,842
2421	951,843
2422	951,843
2423	951,843
2424	951,844
2425	951,844
2426	951,845
2427	951,845
2428	951,846
2429	951,846
2430	951,846
2431	951,847
2432	951,847
2433	951,847
2434	951,848
2435	951,848
2436	951,848
2437	951,849
2438	951,849
2439	951,849

Unit No.	TCT No.
2440	951,850
2441	951,850
2442	951,850
2443	951,851
2444	951,851
2501	951,852
2502	951,852
2503	951,852
2504	951,853
2505	951,853
2506	951,853
2507	951,854
2508	951,854
2509	951,854
2510	951,855
2511	951,855
2512	951,856
2513	951,856
2514	951,856
2515	951,857
2516	951,857
2517	951,857
2518	951,858
2519	951,858
2520	951,858
2521	951,859
2522	951,859
2523	951,859
2524	951,860
2525	951,860
2526	951,861
2527	951,861
2528	951,861
2529	951,862
2530	951,862
2531	951,862
2532	951,863
2533	951,863

Ilikai Apartment Building
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List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
2534	951,863
2535	951,864
2536	951,864
2537	951,864
2538	951,865
2539	951,865
2540	951,865
2541	951,866
2542	951,866
2543	951,866
2544	951,867
PH2601	562,724
PH2602	990,586
PH2603	1,017,245
PH2604	464,468
PH2605	686,508
PH2606	744,350
PH2607	718,120
PH2608	477,988
PH2609	213,620
PH2610	465,906
PH2611	842,028
PH2612	970,741
PH2613	970,740
Commercial Area No. 50 ✓	951,785 ✓
Commercial Area No. 101	951,795
Commercial Area No. 102 ✓	951,786 ✓
Commercial Area No. 103	951,787
Commercial Area No. 104	974,020
Commercial Area No. 105	951,789
Commercial Area No. 200	951,790
Commercial Area No. 201 ✓	951,791 ✓
Commercial Area No. 202	951,792
Commercial Area No. 203	951,788
Commercial Area No. 204	951,793
Commercial Area No. 205	951,794
Garage Area No. 1	951,784
Sky Room 30	951,783

Unit No.	TCT No.
Laundry Area Nos. 350-A to 350-W	951,782
Storage Area Nos. 300-A to 300-W	951,781

REALLOCATION OF COMMON INTERESTS AND
JOINDER WITH PARTIAL RELEASE

33

IN CONSIDERATION OF AND PURSUANT TO the Fifth Amendment Of The First Restatement Of The Declaration Of Condominium Property Regime Of The Ilikai Apartment Building; Sixth Amendment Of The First Restatement Of The By-Laws Of The Association Of Apartment Owners Of Ilikai Apartment Building; Amendment To Condominium Map No. 3, to which this document is attached (“Amendments”), **SFI ILIKAI RETAIL OWNER LLC**, a Delaware limited liability company, whose mailing address is One Sansome Street, 30th Floor, San Francisco, California 94104 (“SFI Retail”), **SFI ILIKAI PROPERTY OWNER LLC**, a Delaware limited liability company, whose mailing address is One Sansome Street, 30th Floor, San Francisco, California 94104 (“SFI Property”), and **SFI ILIKAI 104 LLC**, a Delaware limited liability company, whose mailing address is One Sansome Street, 30th Floor, San Francisco, California 94104 (“SFI Ilikai”), hereby agree as follows:

SFI Retail and SFI Property, as owners of the following Units in the Ilikai Apartment Building and the respective interests in the common elements appurtenant thereto, as follows:

Unit No.	Owner	Current common interest	Transfer Certificate of Title No.
Commercial Area No. 101	SFI Ilikai Property Owner LLC	16/1330	951,795
Commercial Area No. 102	SFI Ilikai Retail Owner LLC	20/1330	951,786

hereby reallocate, assign, transfer, and convey unto SFI Retail as owner of Security Unit No. 106 described in the Amendments, a total of 9/1330 of the above-referenced interests

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in said common elements such that the new interests in the common elements appurtenant to the Units listed below are as follows and requests that a Transfer Certificate of Title be issued for each Unit identifying the new reallocated interest:

Unit No.	Owner	New Common Interests
Commercial Area No. 101	SFI Ilikai Property Owner LLC	10/1330
Commercial Area No.102	SFI Ilikai Retail Owner LLC	17/1330
Security Unit No. 106	SFI Ilikai Retail Owner LLC	9/1330

#1 1056071
 #2 1056072
 #3 1056073

To have and to hold as tenant in severalty, in fee simple, together with all rights, hereditaments, privileges, and appurtenances thereto, subject to and in accordance with said Amendments, forever.

And, SFI Retail and SFI Ilikai, as owners of the following Units in the Ilikai Apartment Building and the respective interests in the common elements appurtenant thereto, as follows:

Unit No.	Owner	Current common interest	Transfer Certificate of Title No.
Commercial Area No. 103	SFI Ilikai Retail Owner LLC	24/1330	951,787
Commercial Area No. 104	SFI Ilikai 104 LLC	1/1330	974,020
Commercial Area No. 200	SFI Ilikai Retail Owner LLC	9/1330	951,790
Commercial Area No. 201	SFI Ilikai Retail Owner LLC	12/1330	951,791
Commercial Area No. 202	SFI Ilikai Retail Owner LLC	16/1330	951,792

hereby reallocate, assign, transfer, and convey unto SFI Retail as owner of AOA Unit No. 206 described in the Amendments, a total of 9/1330 of the above-referenced interests in said common elements such that the new interests in the common elements

#4
 1056073

appurtenant to the Units listed below are as follows and requests that a Transfer Certificate of Title be issued for each Unit identifying the new reallocated interest:

Unit No.	Owner	New Common Interests	
Commercial Area No. 103	SFI Ilikai Retail Owner LLC	20/1330	#4 1056074
Commercial Area No. 200	SFI Ilikai Retail Owner LLC	8/1330	#5 1056075
Commercial Area No. 201	SFI Ilikai Retail Owner LLC	10/1330	#6 1056076
Commercial Area No. 202	SFI Ilikai Retail Owner LLC	15/1330	#7 1056077
AOAO Unit No. 206	SFI Ilikai Retail Owner LLC	9/1330	#8 1056078

To have and to hold as tenant in severalty, in fee simple, together with all rights, hereditaments, privileges, and appurtenances thereto, subject to and in accordance with said Amendments, forever.

Dated: January 31, 2013.

SFI ILIKAI RETAIL OWNER LLC,
a Delaware limited liability company

SFI ILIKAI 104 LLC,
a Delaware limited liability company

By [Signature]
BEN DOOKCHITRA
Its Vice President

By [Signature]
BEN DOOKCHITRA
Its Vice President

SFI ILIKAI PROPERTY OWNER LLC,
a Delaware limited liability company

By [Signature]
BEN DOOKCHITRA
Its Vice President

JOINDER WITH PARTIAL RELEASE

And iStar Financial Inc., a Maryland corporation, as mortgagee under that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing Statement recorded in the Office of the Assistant Registrar as Land Court Document No. T8199056 ("Mortgage") and noted on Transfer Certificate of Title No. 951,795 issued to SFI Ilikai Property Owner LLC, hereby joins and consents to the Amendments and partially releases the Mortgage as to the 6/1330 interest in the common elements transferred from Commercial Area No. 101 as described in the Amendments and the document to which this Joinder is attached, but specifically reserving and retaining its mortgage lien on the remaining 10/1330 interest in the common elements appurtenant to Commercial Area No. 101.

Dated: January 31, 2013.

iStar Financial Inc.,
a Maryland corporation

By 
BEN DOOKCHITRA
Its Vice President


STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU)

SFI ILIKAI RETAIL OWNER LLC
SFI ILIKAI PROPERTY OWNER LLC
SFI ILIKAI 104 LLC
iSTAR FINANCIAL INC.

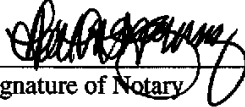
SS.

On this the 31st day of January, 2013, before me personally appeared
BEN DOOKCHITRA personally known to me -OR- proved to me on the basis of
satisfactory evidence who, being by me duly sworn or affirmed, did say that such person(s)
executed the foregoing instrument as the free act and deed of such person(s), and if
applicable in the capacities shown, having been duly authorized to execute such instrument
in such capacities.

US


HEATHER K.H. AGUNOY
Notary Public, State of Hawaii
My commission expires: October 15, 2014

(Official Stamp or Seal)

<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	
Document Identification or Description: <u>REALLOCATION OF COMMON INTERESTS AND JOINDER WITH PARTIAL RELEASE</u>	
Doc. Date: <u>undated</u>	
No. of Pages: <u>5</u>	Jurisdiction: First Circuit (in which notarial act is performed)
	<u>01-31-13</u>
Signature of Notary	Date of Certificate
<u>HEATHER K.H. AGUNOY</u>	(Official Stamp or Seal)
Printed Name of Notary	

US



L-509 STATE OF HAWAII
 OFFICE OF ASSISTANT REGISTRAR
 RECORDED
 APR 05, 2005 10:00 AM
 Doc No(s) 3249998
 on Cert(s) 741,772



20 7/9 Z1

/s/ CARL T. WATANABE
 ASSISTANT REGISTRAR

*Acct. 086-589
 Timeshare original documents*

RETURN BY MAIL () PICK-UP () TO:

Charles E. Pear, Jr.
 McCorrison Miller Mukai MacKinnon
 Five Waterfront Plaza, 4th Floor
 Honolulu, Hawaii 96813
 Phone No. (808) 529-7300

This document contains
 13 pages

TG 200464675-S

LC-7

TMK No. (1) 2-6-010-007 : HPR Nos. (See Exhibits "1" and "2")
 TCT No. _____

Shell Owners Club - Hawaii

DECLARATION OF ANNEXATION

(Ilikai)

THIS DECLARATION OF ANNEXATION is made on the 5th day of April, 2005. It is made by SVC - HAWAII, L.P., a Hawaii limited partnership (the "developer"), SHELL OWNERS ASSOCIATION - HAWAII, a Hawaii non-profit corporation (the "Association"), whose address is 78-6831 Alii Drive, #K-10, Kailua-Kona, HI 96740, and SVC-WAIKIKI, LLC, a Delaware limited liability company, whose address is 40 Skokie Blvd. S., Suite 350, Northbrook, IL 60062 (the "Property Owner").

BACKGROUND INFORMATION

A. On October 28, 1999, the developer recorded a document called the "Shell Owners Club - Hawaii Declaration of Covenants, Conditions and Restrictions and Grant of Easements" in the Bureau of Conveyances of the State of Hawaii as Document No. 99-173171. That document is called the "Declaration" in this document. All terms defined in the Declaration will have the same meaning in this document.

McCORRISON MILLER MUKAI MACKINNON LLP

Attorneys at Law
 106105_3DOC
 105105.3

1

Copyright © April 4, 2005, Charles E. Pear, Jr.

B. The Property Owner is the record owner of the property described in Exhibit "A" which is attached to and part of this document (the "Property"). The Property Owner intends to transfer the Property to the Association.

C. The developer, the Property Owner and the Association intend to submit the Property to the Declaration and include the Property in the Program.

DEDICATION OF THE PROPERTY TO THE PROGRAM

The Property Owners, the Association and the developer declare that so long as the Declaration remains in effect:

1. The Property, and all rights of the Property Owner, the Association and the developer in it, are subject to the Declaration and the other home club documents ("home club documents" is defined in the Declaration). In legal terms, the Property Owner, the Association and the developer are submitting all of their "estate, right, title and interest" in the Property to those documents.

2. The Property will be part of the vacation property. This means that the Property will be owned, used, leased, rented, mortgaged, encumbered, and improved subject to the agreements, limitations, restrictions, easements, and other matters contained in the Declaration and the other home club documents.

3. The Declaration and the other home club documents will be binding on the Property and on anyone (including the developer and the Association) who now or later owns it or any interest in it, regardless of how or when he or she obtained the interest, and whether or not he or she ever signed those documents or expressly agreed to obey them. (In legal terms, the Declaration and the other home club documents are "covenants running with the land" and "equitable servitudes").

4. The Declaration and the other home club documents are intended to benefit and to be binding on each home club member, the developer, the "Association" (as that term is defined in the Declaration), Shell Vacations, and anyone else who now or later has any rights or other interests in the Property or in any membership in the Association. The developer, the Association, Shell Vacations, each home club member and anyone else having rights or interests in the vacation property or in any membership can enforce the home club documents in the manner provided in them.

5. The Association and the developer here and now grant and reserve easements in the Property as described in the Declaration, upon and subject to the terms and conditions stated in the Declaration. This includes but is not limited to the home club easement, the association easement, the developer's easement, the Shell Vacations easement, and the club easement.

6. For purposes of the program, Exhibit "B" identifies the units of the Property and which units are active and which units are inactive, any service areas and any developer easement areas.

7. The number of home club points assigned to the Property is described in Exhibit "B" which is attached to and part of this document.

8. Under the Declaration, a use period is defined to mean a use night, a use week, a weekend use period, or any other period of consecutive use nights in a given unit. A use night lasts from check-in time on one day until check-out time the next day. A use week consists of seven consecutive use nights. A weekend use period consists of three or fewer consecutive use nights which include a Friday or a Saturday night, or both. Accordingly, the "schedule of use periods" consists of all nights of the year.

9. The Property shall be and remain subject to the Declaration for so long as the Declaration remains in effect (unless the Property is removed from the operation of the Declaration in the manner specifically provided in the Declaration).

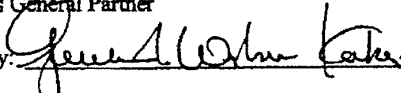
10. The Property Owner has executed this document for the purpose of assuring that the Property is properly made subject to the Declaration and the other home club documents and to assure the Property may be used in the Shell Owners Club – Hawaii program. The Property Owner shall have no liability or responsibility whatsoever for the Shell Owners Club – Hawaii program or the Shell Vacations Club, or for any act, failure to act, or conduct of the developer, the Association, Shell Vacations, any home club member, any other club member, or any occupant, nor shall the Property Owner have any other liability or responsibility of any kind or nature by reason of the Property Owner having signed this document.

[The remainder of the page intentionally left blank.
Signatures on the following page.]

The Property Owner, the Association and the developer signed this document effective as of the date stated on page 1.

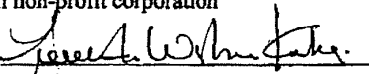
< SVC - HAWAII, L.P.
a Hawaii limited partnership

By: SHELL HOLDINGS, INC.
a Delaware corporation
Its General Partner

By: 
Name: GRETCHEN I. WATSON-KABEI

Its: Assistant Secretary

SHELL OWNERS ASSOCIATION - HAWAII
a Hawaii non-profit corporation

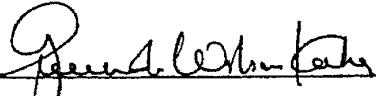
By: 

Name: GRETCHEN I. WATSON-KABEI

Its: Assistant Secretary

< SVC-WAIKIKI, LLC,
a Delaware limited liability company

By: Shell Vacations LLC,
an Arizona limited liability company
Its Managing Member

By: 
Name: GRETCHEN I. WATSON-KABEI

Its: Assistant Secretary

STATE OF HAWAII)
) ss:
COUNTY OF HAWAII)

On this 1 day of April, 2005, before me personally appeared Gretchen I. Watson-Kaku, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

L.S.

Elizabeth J. Oroc
Name: Elizabeth J. Oroc
Notary Public, State of Hawaii
My Commission expires: 14 June 2008

STATE OF HAWAII)
) ss:
COUNTY OF HAWAII)

On this 1 day of April, 2005, before me personally appeared Gretchen I. Watson-Kaku, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

L.S.

Elizabeth J. Oroc
Name: Elizabeth J. Oroc
Notary Public, State of Hawaii
My Commission expires: 14 June 2008

STATE OF Hawaii)
) ss:
COUNTY OF Hawaii)

On this 1 day of April, 2005, before me personally appeared Gretchen I. Watson-Kaku, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

L.S.

Elizabeth J. Oroc
Name: Elizabeth J. Oroc
Notary Public, State of Hawaii
My Commission expires: 14 June 2008

EXHIBIT "A"

-ITEM I:-

-FIRST:-

Apartment Nos. (described in Exhibit "1" attached hereto) of the Condominium Project known as the "ILIKAI APARTMENT BUILDING", as established by Declaration of Horizontal Property Regime dated April 22, 1964, filed in said Office of the Assistant Registrar of the Land Court as Land Court Document No. 330338, as amended, and as shown on Condominium Map No. 3 and any amendments thereto.

-SECOND:-

An undivided percentage interest appurtenant to each apartment, as set forth in said Exhibit "1", as tenant in common with the owners from time to time of other undivided interests in and to the common elements, including the aforesaid building and the lands described herein, said common elements being more particularly described in said Declaration of Horizontal Property Regime filed as Land Court Document No. 330338, as amended.

-ITEM II:-

-FIRST:-

Apartment Nos. (described in Exhibit "2" attached hereto) of the Condominium Project known as the "ILIKAI APARTMENT BUILDING", as established by Declaration of Horizontal Property Regime dated April 22, 1964, filed in said Office of the Assistant Registrar of the Land Court as Land Court Document No. 330338, as amended, and as shown on Condominium Map No. 3 and any amendments thereto.

-SECOND:-

An undivided percentage interest appurtenant to each apartment, as set forth in said Exhibit "2", as tenant in common with the owners from time to time of other undivided interests in and to the common elements, including the aforesaid building and the lands described herein, said common elements being more particularly described in said Declaration of Horizontal Property Regime filed as Land Court Document No. 330338, as amended.

The lands upon which said Condominium Project "ILIKAI APARTMENT BUILDING" is located are described as follows:

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

LOTS: 1-A-1, area 122,071 square feet, and
1-A-2, area 143 square feet, as shown on Map 4;
2, area 467 square feet,

- 3, area 293 square feet,
- 4, area 120 square feet, and
- 5, area 2,202 square feet, as shown on Map 1;

The Maps above referred to by numbers are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 64 of Ala Moana Properties, Limited;

Together with a perpetual easement appurtenant to said Lots 1-A-1 and 1-A-2 for the construction, use and maintenance for storm drain purposes only over, across or under Lot 25, as shown on Map 4, filed in said Office with Land Court Consolidation No. 32 of Bishop Trust Company, Limited, Trustee for Hobron Land Trust;

Together also with a perpetual nonexclusive easement appurtenant to Lots 1-A-1 and 1-A-2 for pedestrian and vehicular traffic over and across Lot 23, as shown on said Map 4;

Being the land(s) described in Transfer Certificate of Title No. 746,772 issued to SVC-Waikiki, LLC, a Delaware limited liability company, as to an undivided interest appurtenant to each apartment referred to in said Exhibits "1" and "2".

Being the premises conveyed by FORWARD ONE, LLC, a California limited liability company, to SVC-WAIKIKI, LLC, a Delaware limited liability company, by Limited Warranty Deed, filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 3249997.

SUBJECT, HOWEVER, to the following:

1. Improvement Assessment: Waikiki Business Improvement District, Second Installment, for the Fiscal Year July 1, 2004 - June 30, 2005.
2. -AS TO LOT 1-A-2 ONLY:- A perpetual easement for a public right-of-way over, across, along and upon said Lot, reserving the right to use said easement for a right-of-way in common with the public, as set forth in Grant dated December 31, 1963, filed as Land Court Document No. 324985.
3. -AS TO LOTS 1-A-1 and 1-A-2 ONLY:-
 - (A) Reservation in favor of the State of Hawaii of "all littoral rights of whatever nature or kind which are or may be thereunto appertaining"; as reserved in Exchange Deed dated December 20, 1956, filed as Land Court Document No. 196551.
 - (B) All of the access rights over and across the common boundaries of said Lots, reserving the right to use said Lot 1-A-2 for a right-of-way in common with the public, as set forth in Deed dated December 31, 1963, filed as Land Court Document No. 324987.
4. -AS TO LOT 3 ONLY:- A perpetual easement in favor of the City and County of

Honolulu for an existing concrete box culvert.

5. -AS TO LOTS 2, 3, 4 and 5 ONLY:-
 - (A) A perpetual easement in favor of the State of Hawaii for a public right-of-way.
 - (B) Agreement dated December 23, 1963, filed as Land Court Document No. 324984, by and among the State of Hawaii, Ilikai, Incorporated and Makaha Valley Farms, Limited.
6. -AS TO LOTS 1-A-1, 1-A-2, 2 and 5 ONLY:- Any and all littoral rights appurtenant to said Lots in favor of the State of Hawaii, as set forth in instrument dated December 20, 1956, filed as Land Court Document No. 196552.
7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in First Restated Declaration of Condominium Property Regime of Ilikai Apartment Building dated May 10, 1994, recorded as Land Court Document No. 2158834, and as shown on Condominium Map No. 3 and any amendments thereto, which Restated Declaration restates the original Declaration dated April 22, 1964, filed as Land Court Document No. 330338, and any amendments thereto, and which Restated Declaration was amended by instrument dated March 6, 2001, recorded as Land Court Document No. 2709107.
8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in First Restated By-Laws of the Association of Apartment Owners of Ilikai Apartment Building dated May 10, 1994, recorded as Land Court Document No. 2158835, which Restated By-Laws restates the original By-Laws dated April 22, 1964, filed as Land Court Document No. 330338, and any amendments thereto, and which Restated By-Laws were amended by instruments dated --- (acknowledged September 16, 1997), recorded as Land Court Document No. 2429786, dated August 3, 2001, recorded as Land Court Document No. 2734838, and dated September 24, 2002, recorded as Land Court Document No. 2849302.
9. The rights granted or reserved to the Association of Owners of such Horizontal Property Regime to give, convey, transfer, cancel, relocate, and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the premises and to grant, convey or exchange easements to or with the adjoining lot or lots for construction of a structure, or structures, to facilitate parking and use of the lands described herein and for ingress and egress between the lands described herein and said adjoining lot or lots, pursuant to Paragraph 7 of said Declaration of Horizontal Property Regime, as amended.
10. The following Survey matters as shown on map prepared by Russell Figueiroa, Land Surveyor, with R.M. Towjill Corporation, dated November 8, 1984, updated January 5, 2000: Concrete curb crosses from Lot 1-A-1 (Items I and II) into Lot 5-C-2, Land Court Application 852, by approximately 1 foot.

END OF EXHIBIT "A"

ILIKAI APARTMENT BUILDING
Exhibit "1"

Apartment No.	Undivided Interest	HPR No.
301	1/1330	708
303	1/1330	710
305	1/1330	712
307	1/1330	714
311	1/1330	715
312	1/1330	716
313	1/1330	717
314	1/1330	718
315	1/1330	719
316	1/1330	720
317	1/1330	721
318	1/1330	722
319	1/1330	723
320	1/1330	724
321	1/1330	725
322	1/1330	726
323	1/1330	727
324	1/1330	728
328	1/1330	730
330	1/1330	732
332	1/1330	734
334	1/1330	736
336	1/1330	738
338	1/1330	740
340	1/1330	742
342	1/1330	744
530	1/1330	764
532	1/1330	765
534	1/1330	766
536	1/1330	767
538	1/1330	768
540	1/1330	769

END OF EXHIBIT "1"

ILIKAI APARTMENT BUILDING
Exhibit "2"

Apartment No.	Undivided Interest	HPR No.
403	1/1330	0559
411	1/1330	0562
415	1/1330	0564
417	1/1330	0565
428	1/1330	0016
432	1/1330	0020
434	1/1330	0022
442	1/1330	0030
503	1/1330	0570
511	1/1330	0573
515	1/1330	0575
519	1/1330	0577
523	1/1330	0579
636	1/1330	0075
715	1/1330	0597
717	1/1330	0598
721	1/1330	0600
723	1/1330	0601
740	1/1330	0103
902	1/1330	0137
903	1/1330	0614
913	1/1330	0618
915	1/1330	0619
920	1/1330	0147
921	1/1330	0622
942	1/1330	0167
1011	1/1330	0628
1012	1/1330	0176
1014	1/1330	0177
1023	1/1330	0634
1024	1/1330	0182
1040	1/1330	0198
1103	1/1330	0508
1111	1/1330	0636
1112	1/1330	0209
1211	1/1330	0638
1213	1/1330	0519
1215	1/1330	0520
1301	1/1330	0639
1303	1/1330	0640
1305	1/1330	0641
1311	1/1330	0643
1317	1/1330	0646
1807	1/1330	0690
1811	1/1330	0691
1813	1/1330	0692
1815	1/1330	0693
1823	1/1330	0540

END OF EXHIBIT "2"

Exhibit "B" to Declaration of Annexation

Schedule of Units, Home Club Points,
Service Areas, Developer Easement Areas,
Active Property and Inactive Property

Project: The Ilkai

For Ref Only	Unit Number	Home Club Points	Less Spere Points	Equals Net Points
1	301	270,250	13,512	256,738
2	303	270,250	13,512	256,738
3	305	270,250	13,512	256,738
4	307	270,250	13,512	256,738
5	311	270,250	13,512	256,738
6	312	270,250	13,512	256,738
7	313	270,250	13,512	256,738
8	314	270,250	13,512	256,738
9	315	270,250	13,512	256,738
10	316	270,250	13,512	256,738
11	317	270,250	13,512	256,738
12	318	270,250	13,512	256,738
13	319	270,250	13,512	256,738
14	320	270,250	13,512	256,738
15	321	270,250	13,512	256,738
16	322	270,250	13,512	256,738
17	323	270,250	13,512	256,738
18	324	270,250	13,512	256,738
19	328	270,250	13,512	256,738
20	330	270,250	13,512	256,738
21	332	270,250	13,512	256,738
22	334	270,250	13,512	256,738
23	336	270,250	13,512	256,738
24	338	270,250	13,512	256,738
25	340	270,250	13,512	256,738
26	342	270,250	13,512	256,738
27	530	270,250	13,512	256,738
28	532	270,250	13,512	256,738
29	534	270,250	13,512	256,738
30	536	270,250	13,512	256,738

The Ilkai (03/03/05)

Exhibit "B" to Declaration of Annexation

Schedule of Units, Home Club Points,
Service Areas, Developer Easement Areas,
Active Property and Inactive Property

Project: The Ilikal

For Ref Only	Unit Number	Home Club Points	Less Spare Points	Equals Net Points
31	538	270,250	13,512	256,738
32	540	270,250	13,512	256,738
33	403	270,250	13,512	256,738
34	411	270,250	13,512	256,738
35	415	270,250	13,512	256,738
36	417	270,250	13,512	256,738
37	428	270,250	13,512	256,738
38	432	270,250	13,512	256,738
39	434	270,250	13,512	256,738
40	442	270,250	13,512	256,738
41	503	270,250	13,512	256,738
42	511	270,250	13,512	256,738
43	515	270,250	13,512	256,738
44	519	270,250	13,512	256,738
45	523	270,250	13,512	256,738
46	715	270,250	13,512	256,738
47	717	270,250	13,512	256,738
48	721	270,250	13,512	256,738
49	723	270,250	13,512	256,738
50	740	270,250	13,512	256,738
51	902	270,250	13,512	256,738
52	903	270,250	13,512	256,738
53	913	270,250	13,512	256,738
54	915	270,250	13,512	256,738
55	920	270,250	13,512	256,738
56	921	270,250	13,512	256,738
57	942	270,250	13,512	256,738
58	1011	270,250	13,512	256,738
59	1012	270,250	13,512	256,738
60	1014	270,250	13,512	256,738

The Ilikal (03/03/05)

Exhibit "B" to Declaration of Annexation

**Schedule of Units, Home Club Points,
Service Areas, Developer Easement Areas,
Active Property and Inactive Property**

Project: The Ilikal

For Ref Only	Unit Number	Home Club Points	Less Spare Points	Equals Net Points
61	1023	270,250	13,512	256,738
62	1024	270,250	13,512	256,738
63	1040	270,250	13,512	256,738
64	1103	270,250	13,512	256,738
65	1111	270,250	13,512	256,738
66	1112	270,250	13,512	256,738
67	1211	270,250	13,512	256,738
68	1213	270,250	13,512	256,738
69	1215	270,250	13,512	256,738
70	1301	270,250	13,512	256,738
71	1303	270,250	13,512	256,738
72	1305	270,250	13,512	256,738
73	1311	270,250	13,512	256,738
74	1317	270,250	13,512	256,738
75	1807	270,250	13,512	256,738
76	1811	270,250	13,512	256,738
77	1813	270,250	13,512	256,738
78	1815	270,250	13,512	256,738
79	1823	270,250	13,512	256,738
80	636	270,250	13,512	256,738
	TOTAL	21,620,000	1,080,960	20,539,040

Service Areas: None

Developer Easement Areas: None

Active Units: Unit Nos. 301, 303, 305, 307, 311, 312, 313

Inactive Units: All other units listed in Exhibits "1" and "2" are expressly declared to be inactive units.

Preferred Points: None

The Ilikal (03/03/05)



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

September 09, 2014 8:02 AM

Doc No(s) T-9017073
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s)



1 1/1 SMC
B-32517078

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

5,

LAND COURT

REGULAR SYSTEM

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

Porter McGuire Kiakona & Chow, LLP (RAS)
841 Bishop Street, Suite 1500
Honolulu, Hawaii 96813 #539-1100

Total Pages: 24

TMK: (1) 2-6-010-007
TCT List attached as Exhibit "A"

**SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING
AND SEVENTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
ILIKAI APARTMENT BUILDING
(Condominium Map No. 3)**

THIS AMENDMENT (this "Amendment") is made this 19th day of August,
2014, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit
corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment
Building", whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the
"Association").

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter
170-A, Revised Laws of Hawaii 1955, as Amended, filed in the Office of the Assistant Registrar
of the Land Court of the State of Hawaii on April 30, 1964, as Document No. 330338 and noted
on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the
"Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property
described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A,
Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed in said Office on June 27, 1994, as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591, (d) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (e) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "Restated By-Laws"), was filed in said Office on June 27, 1994, as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997, as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302, (d) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011, as Land Court Document No. 4052098, (e) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth

Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (f) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests, and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project have voted to amend the Restated Declaration and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration and the Restated By-Laws are amended as follows:

AMENDMENTS TO RESTATED DECLARATION:

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical

panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants, Section 7(m) relating to construction conditions and Section 7(o) related to timeshare use, which shall control) or any other provisions of the By-Laws related to permitted uses or the construction of improvements for permitted uses. (See Endnote 6)

2. The Restated Declaration is hereby amended to add the following new Section 7(o):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called "fractional ownership", "vacation license", "travel club membership", "club membership", "membership club", "time-interval ownership", or "interval ownership" as offered and/or any membership or program established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to this restrictive covenant will be strictly limited to the following specific apartments that are owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate ("Shell/Wyndham") as of the recordation date of this amendment: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338,

340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

AMENDMENTS TO RESTATED BY-LAWS:

1. Article III, Section 1 of the Restated By-Laws is hereby amended in its entirety to read as follows:

There shall be a Board of Directors consisting of nine (9) directors. Directors shall be elected at the annual meeting or any special meeting of the owners of the condominium units called for such purpose. Any and all owners and co-owners of condominium units, any and all officers and directors of corporate owners of condominium units, and trustees, guardians, administrators, executors and other such legal representatives of owners of condominium units and vendees under an agreement of sale shall be eligible for election as directors. Provided, however, that only one representative of SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate shall be allowed to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The directors, except as otherwise provided in these By-Laws, shall serve for a term of three (3) years or until their successors are elected. The terms of at least one-third (1/3) of the directors shall expire annually. The first Board of Directors shall be elected as follows: Three (3) directors shall be elected for a term of one (1) year, three (3) directors shall be elected for a term of two (2) years, and three (3) directors shall be elected for a term of three (3) years. Thereafter, the term of each director shall be for three (3) years or until their successors are elected. (See Endnote 5).

2. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that

are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and House Rules and Regulations. The provisions of this Article VI, Section 1(a) shall control in the event of any conflict between these provisions and any other provisions of these By-Laws related to permitted uses or the construction for permitted uses (other than the provisions of Article VI, Section 4(c) relating to construction conditions and Article VI, Section 1(g) related to timeshare use, which shall control).

3. The Restated By-Laws are hereby amended to add the following new Article VI, Section 1(g):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the


subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called “fractional ownership”, “vacation license”, “travel club membership”, “club membership”, “membership club”, “time-interval ownership”, or “interval ownership” as offered and/or established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to the above is strictly limited to apartments owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate (“Shell/Wyndham”) as of the recordation date of this amendment and are as follows: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338, 340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

In all other respects, the Restated Declaration and Restated By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments to the Restated Declaration and the Restated By-Laws were adopted with the vote or written consent of not less than sixty-seven percent (67%) of all unit owners in the Project.

[Remainder of page intentionally left blank; signature page to follow]

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

OWNERS OF ILIKAI APARTMENT BUILDING,
INC., a Hawaii nonprofit corporation

By 
Print Name: BEN DOCKCHITRA
Title: PRESIDENT

By William C. Moore
Print Name: William C. Moore
Title: V.P.

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

On this 20th day of August, 2014, before me personally appeared Ben Deokchitra, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the PRESIDENT of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun VS
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

Doc. No. <u>Aug 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

VS

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

On this 19th day of August, 2014, before me personally appeared William C. Moore, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the Vice President of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun ✓
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

Date: <u>August 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
301	745,388	338	745,388
302	1,053,784	339	1,053,928
303	745,388	340	745,388
304	1,016,881	341	1,056,415
305	745,388	342	745,388
306	1,049,901	343	636,547
307	745,388	344	723,605
308	1,052,161	401	970,453
309	782,109	402	1,046,184
310	907,772	403	745,388
311	745,388	404	870,387
312	745,388	405	651,719
313	745,388	406	841,930
314	745,388	407	1,056,552
315	745,388	408	1,054,456
316	745,388	409	904,768
317	745,388	410	565,779
318	745,388	411	745,388
319	745,388	412	890,544
320	745,388	413	617,896
321	745,388	414	890,545
322	745,388	415	745,388
323	745,388	416	890,546
324	745,388	417	745,388
325	1,044,379	418	890,547
326	745,970	419	502,337
327	1,064,299	420	1,082,180
328	745,388	421	1,067,572
329	1,064,075	422	890,548
330	745,388	423	1,061,751
331	1,064,300	424	890,549
332	745,388	425	976,719
333	1,050,780	426	816,411
334	745,388	427	1,048,368
335	1,050,079	428	745,388
336	745,388	429	1,052,629
337	1,052,064	430	708,020

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
431	159,276	524	854,878
432	745,388	525	553,057
433	1,059,355	526	1,032,395
434	745,388	527	749,822
435	926,733	528	890,550
436	531,035	529	646,463
437	1,057,010	530	745,388
438	568,355	531	320,009
439	537,719	532	745,388
440	986,117	533	745,713
441	1,076,339	534	745,388
442	745,388	535	414,329
443	592,121	536	745,388
444	988,069	537	617,189
501	1,014,270	538	745,388
502	616,963	539	1,030,942
503	745,388	540	745,388
504	955,745	542	1,017,163
505	156,361	543	1,022,297
506	543,664	544	1,022,298
507	797,524	601	492,100
508	1,039,891	602	651,887
509	1,042,790	603	414,760
510	704,289	604	648,668
511	745,388	605	694,070
512	1,039,523	606	1,069,729
513	193,264	607	1,045,777
514	1,022,352	608	837,790
515	745,388	609	722,060
516	1,073,493	610	1,066,284
517	990,465	611	1,068,907
518	852,310	612	1,049,894
519	745,388	613	774,349
520	1,013,281	614	750,584
521	454,021	615	890,551
522	1,079,991	616	627,641
523	745,388	617	365,887

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
618	705,118	711	681,319
619	840,868	712	498,550
620	1,032,983	713	1,046,112
621	974,244	714	1,073,556
622	776,084	715	745,388
623	597,626	716	552,971
624	985,165	717	745,388
625	651,888	718	659,683
626	719,231	719	427,313
627	1,030,325	720	494,918
628	890,552	721	745,388
629	951,219	722	905,414
630	890,553	723	745,388
631	1,060,934	724	1,013,131
632	676,351	725	495,443
633	935,040	726	1,014,269
634	574,775	727	762,689
635	729,825	728	726,054
636	745,388	729	1,063,119
637	1,073,439	730	1,063,359
638	1,074,664	731	831,681
639	1,029,055	732	1,064,708
640	1,058,680	733	670,026
641	1,074,890	734	701,806
642	1,055,778	735	516,327
643	500,988	736	332,765
644	889,969	737	1,035,929
701	545,051	738	920,820
702	1,049,878	739	1,072,048
703	673,623	740	745,388
704	1,058,742	741	966,337
705	915,110	742	1,066,999
706	329,840	743	915,870
707	384,776	744	1,064,439
708	585,489	801	487,649
709	1,060,446	802	437,316
710	716,285	803	487,645

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
804	437,317	841	1,061,428
805	585,814	842	1,081,920
806	437,315	843	482,721
807	1,046,179	844	278,911
808	908,167	901	672,682
809	927,094	902	745,388
810	1,073,208	903	745,388
811	890,554	904	503,401
812	516,595	905	601,472
813	1,073,072	906	457,508
814	721,922	907	943,321
815	1,077,368	908	956,741
816	835,916	909	330,318
817	845,759	910	320,624
818	1,052,583	911	955,558
819	890,602	912	1,049,891
820	939,512	913	745,388
821	409,203	914	941,217
822	1,075,462	915	745,388
823	359,043	916	1,072,159
824	406,870	917	528,683
825	404,380	918	441,131
826	686,422	919	542,208
827	884,792	920	745,388
828	1,066,443	921	745,388
829	841,064	922	287,185
830	890,603	923	1,056,834
831	984,403	924	1,040,062
832	769,747	925	1,031,980
833	1,057,104	926	734,333
834	474,869	927	808,964
835	793,278	928	1,058,989
836	1,077,317	929	804,670
837	1,056,139	930	638,678
838	1,061,395	931	722,043
839	525,341	932	650,162
840	1,031,563	933	1,074,170

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
934	1,022,578	1027	1,058,321
935	233,656	1028	332,615
936	483,246	1029	1,052,541
937	957,350	1030	1,064,128
938	926,514	1031	286,706
939	459,469	1032	940,238
940	909,666	1033	1,076,110
941	807,972	1034	877,469
942	745,388	1035	1,081,567
943	856,513	1036	538,468
944	954,968	1037	1,083,287
1001	754,621	1038	1,042,198
1002	930,705	1039	755,036
1003	1,069,207	1040	745,388
1004	782,309	1041	691,163
1005	1,079,007	1042	945,825
1006	364,601	1043	836,507
1007	1,043,489	1044	1,042,358
1008	912,011	1101	1,027,458
1009	961,873	1102	1,029,767
1010	1,060,506	1103	745,388
1011	745,388	1104	181,464
1012	745,388	1105	959,849
1013	1,046,110	1106	207,606
1014	745,388	1107	1,038,432
1015	348,436	1108	430,241
1016	116,064	1109	301,525
1017	457,993	1110	721,122
1018	955,746	1111	745,388
1019	147,147	1112	745,388
1020	301,039	1113	707,954
1021	595,318	1114	570,160
1022	688,507	1115	864,617
1023	745,388	1116	732,045
1024	745,388	1117	1,069,475
1025	1,055,793	1118	708,490
1026	675,104	1119	1,068,338

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1120	953,257	1213	741,772
1121	1,062,344	1214	746,291
1122	1,068,121	1215	745,388
1123	1,067,818	1216	955,557
1124	300,876	1217	407,699
1125	463,526	1218	1,016,180
1126	776,557	1219	1,078,426
1127	502,700	1220	853,463
1128	873,047	1221	1,056,375
1129	335,200	1222	1,071,438
1130	1,072,030	1223	840,525
1131	1,015,940	1224	1,050,143
1132	994,051	1225	857,339
1133	670,582	1226	745,405
1134	994,052	1227	804,049
1135	530,726	1228	729,096
1136	705,712	1229	528,635
1137	864,577	1230	647,083
1138	701,176	1231	1,062,717
1139	565,932	1232	1,072,143
1140	1,060,066	1233	700,191
1141	1,047,020	1234	1,053,974
1142	713,561	1235	837,525
1143	605,736	1236	860,938
1144	403,969	1237	1,037,602
1201	839,915	1238	1,037,604
1202	1,009,900	1239	396,385
1203	1,082,148	1240	648,611
1204	681,670	1242	1,046,267
1205	670,337	1243	640,167
1206	1,056,976	1244	676,238
1207	1,044,627	1301	745,388
1208	410,786	1302	244,152
1209	691,374	1303	745,388
1210	1,045,987	1304	615,129
1211	745,388	1305	745,388
1212	988,608	1306	1,040,653

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1307	1,029,750	1403	547,481
1308	1,060,336	1404	844,748
1309	153,428	1405	941,208
1310	483,424	1406	487,052
1311	745,388	1407	1,081,359
1312	1,064,250	1408	837,027
1313	985,230	1409	485,501
1314	1,038,648	1410	927,096
1315	365,888	1411	661,428
1316	195,652	1412	847,001
1317	745,388	1413	1,057,586
1318	850,018	1414	1,062,265
1319	1,065,752	1415	890,605
1321	585,523	1416	1,038,953
1322	673,535	1417	635,968
1323	890,962	1418	1,054,328
1325	1,072,430	1419	839,916
1326	927,092	1421	647,859
1327	789,191	1422	1,083,474
1328	1,066,432	1423	933,201
1329	1,005,361	1424	947,564
1330	1,051,449	1425	727,598
1331	902,880	1426	639,580
1333	1,082,353	1427	543,664
1334	989,374	1428	143,592
1335	784,884	1429	648,612
1336	620,157	1430	1,040,646
1337	574,108	1431	131,236
1338	677,031	1434	492,102
1339	986,615	1435	330,124
1340	165,549	1436	1,044,788
1341	724,741	1437	1,053,313
1342	890,433	1438	770,993
1343	369,785	1439	932,229
1344	1,029,205	1440	932,230
1401	890,604	1441	1,067,943
1402	983,361	1442	1,046,575

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1443	978,299	1537	951,528
1444	482,912	1538	701,888
1501	1,045,208	1539	841,925
1502	1,081,657	1540	1,077,451
1503	1,017,244	1541	764,159
1504	308,455	1542	551,176
1505	1,029,509	1543	1,041,715
1506	1,006,067	1544	1,041,715
1507	842,912	1601	890,608
1508	722,975	1602	1,004,137
1509	981,393	1603	738,902
1510	541,831	1604	451,043
1511	1,042,808	1605	1,046,788
1512	791,518	1606	642,001
1513	890,606	1607	849,206
1514	333,168	1608	1,067,817
1515	890,607	1609	906,543
1516	708,626	1610	520,785
1517	556,171	1611	890,609
1518	1,062,618	1612	982,360
1519	1,057,547	1613	540,364
1521	680,043	1614	838,925
1522	836,523	1615	890,610
1523	601,477	1616	634,417
1524	250,336	1617	631,889
1525	1,043,141	1618	1,024,484
1526	932,023	1619	1,029,713
1527	636,463	1621	890,611
1528	922,446	1622	807,113
1529	985,046	1623	515,894
1530	879,956	1624	859,266
1531	1,081,856	1625	729,241
1532	621,516	1626	1,000,677
1533	223,909	1627	661,590
1534	805,696	1628	1,064,957
1535	737,265	1629	1,070,636
1536	865,094	1630	1,067,335

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1631	1,041,979	1726	535,090
1634	526,956	1727	846,717
1635	738,900	1728	1,080,227
1636	860,937	1729	203,423
1637	803,115	1730	888,390
1638	965,194	1731	996,234
1639	915,417	1732	963,590
1640	965,195	1733	612,423
1641	1,074,418	1734	1,064,074
1642	1,063,584	1735	1,030,686
1643	695,022	1736	270,640
1644	860,142	1737	817,688
1701	890,612	1738	872,789
1702	808,928	1739	724,447
1703	922,560	1740	1,064,550
1704	1,067,996	1741	888,043
1705	964,587	1742	554,705
1706	1,069,161	1743	486,131
1707	949,241	1744	557,392
1708	1,072,515	1801	1,061,692
1709	1,038,199	1802	988,978
1710	1,082,157	1803	1,079,382
1711	537,838	1804	1,037,677
1712	994,549	1805	1,054,108
1713	922,561	1806	1,060,508
1714	854,154	1807	745,388
1715	922,562	1808	424,092
1716	1,008,907	1809	303,359
1717	841,016	1810	406,533
1718	1,005,077	1811	745,388
1719	654,371	1812	967,295
1720	1,022,203	1813	745,388
1721	767,520	1814	839,308
1722	862,783	1815	745,388
1723	1,082,883	1816	1,061,854
1724	531,934	1817	434,641
1725	948,805	1818	1,029,674

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1819	806,505	1911	922,563
1820	1,018,106	1912	959,936
1821	472,119	1913	768,754
1822	343,617	1914	843,740
1823	745,388	1915	589,243
1825	193,149	1916	841,347
1826	648,610	1917	661,983
1827	799,269	1918	821,565
1828	1,059,257	1919	579,210
1829	1,077,354	1920	905,483
1830	1,020,128	1921	914,255
1831	971,158	1922	294,095
1833	863,682	1923	1,070,130
1834	455,576	1924	512,433
1835	837,664	1925	768,840
1836	1,045,941	1926	1,001,958
1837	258,013	1927	861,204
1838	808,929	1928	873,020
1839	479,481	1929	705,681
1840	209579, 209580, 209581, 209582 & 209583	1930	1,018,750
1841	1,038,264	1931	487,007
1842	663,979	1934	968,527
1843	718,329	1935	1,036,579
1844	688,414	1936	1,072,479
1901	399,237	1937	1,011,775
1902	933,203	1938	780,686
1903	1,072,225	1939	1,060,625
1904	635,005	1940	467,857
1905	1,003,312	1941	146,296
1906	1,060,507	1942	449,540
1907	925,771	1943	598,630
1908	840,501	1944	1,070,914
1909	606,458	2001	922,564
1910	863,680	2002	1,079,437
		2003	922,565
		2004	996,811
		2005	922,566

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2006	837,524	2043	632,759
2007	922,567	2044	632,759
2008	912,572	2101	922,993
2009	1,037,452	2102	836,461
2010	905,732	2103	922,994
2011	922,568	2104	1,077,007
2012	845,760	2105	922,995
2013	922,569	2106	860,129
2014	837,820	2107	922,996
2015	922,570	2108	1,032,751
2016	1,003,976	2109	761,222
2017	922,992	2110	1,083,029
2018	725,055	2111	922,997
2019	1,030,561	2112	993,905
2020	1,041,204	2113	922,998
2021	853,261	2114	832,602
2022	927,921	2115	922,999
2023	904,913	2116	1,068,871
2024	821,564	2117	923,000
2025	285,172	2118	1,069,650
2026	565,780	2119	923,001
2027	1,013,132	2120	620,614
2028	853,209	2121	939,282
2029	848,915	2122	1,082,803
2030	871,646	2123	946,769
2031	1,081,592	2124	848,118
2032	1,058,496	2125	592,213
2033	839,382	2126	1,028,522
2034	847,167	2127	1,023,814
2035	908,634	2128	1,080,046
2036	848,886	2129	1,033,362
2037	770,233	2130	986,959
2038	891,052	2131	841,346
2039	836,794	2132	1,046,180
2040	1,004,984	2133	526,955
2041	633,899	2134	1,061,686
2042	275,013	2135	314,298

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2136	600,473	2229	951,814
2137	1,051,805	2230	951,815
2138	648,139	2231	951,815
2139	938,987	2232	951,815
2140	620,103	2233	951,816
2141	507,586	2234	951,816
2142	384,962	2235	951,816
2143	292,654	2236	951,817
2144	421,641	2237	951,817
2201	951,805	2238	951,817
2202	951,805	2239	951,818
2203	951,805	2240	951,818
2204	951,806	2241	951,818
2205	951,806	2242	951,819
2206	951,806	2243	951,819
2207	951,807	2244	951,820
2208	951,807	2301	951,820
2209	951,807	2302	951,821
2210	951,808	2303	951,821
2211	951,808	2304	951,821
2212	951,808	2305	951,822
2213	951,809	2306	951,822
2214	951,809	2307	951,822
2215	951,809	2308	951,823
2216	951,810	2309	951,823
2217	951,810	2310	951,823
2218	951,810	2311	951,824
2219	951,811	2312	951,824
2220	951,811	2313	951,824
2221	951,811	2314	951,825
2222	951,812	2315	951,825
2223	951,812	2316	951,825
2224	951,812	2317	951,826
2225	951,813	2318	951,826
2226	951,813	2319	951,826
2227	951,814	2320	951,827
2228	951,814	2321	951,827

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2322	951,827	2415	951,841
2323	951,828	2416	951,841
2324	951,828	2417	951,841
2325	951,828	2418	951,842
2326	951,829	2419	951,842
2327	951,829	2420	951,842
2328	951,829	2421	951,843
2329	951,830	2422	951,843
2330	951,830	2423	951,843
2331	951,830	2424	951,844
2332	951,831	2425	951,844
2333	951,831	2426	951,845
2334	951,831	2427	951,845
2335	951,832	2428	951,846
2336	951,832	2429	951,846
2337	951,832	2430	951,846
2338	951,833	2431	951,847
2339	951,833	2432	951,847
2340	951,833	2433	951,847
2341	951,834	2434	951,848
2342	951,835	2435	951,848
2343	951,835	2436	951,848
2344	951,836	2437	951,849
2401	951,836	2438	951,849
2402	951,834	2439	951,849
2403	951,834	2440	951,850
2404	951,837	2441	951,850
2405	951,837	2442	951,850
2406	951,837	2443	951,851
2407	951,838	2444	951,851
2408	951,838	2501	951,852
2409	951,838	2502	951,852
2410	951,839	2503	951,852
2411	951,839	2504	951,853
2412	951,840	2505	951,853
2413	951,840	2506	951,853
2414	951,840	2507	951,854

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2508	951,854	PH2601	562,724
2509	951,854	PH2602	1,066,718
2510	951,855	PH2603	1,017,245
2511	951,855	PH2604	464,468
2512	951,856	PH2605	686,508
2513	951,856	PH2606	1,060,505
2514	951,856	PH2607	1,079,057
2515	951,857	PH2608	477,988
2516	951,857	PH2609	213,620
2517	951,857	PH2610	465,906
2518	951,858	PH2611	842,028
2519	951,858	PH2612	970,741
2520	951,858	PH2613	970,740
2521	951,859	Commercial Area No. 50	951,785
2522	951,859	Commercial Area No. 101	1,056,071
2523	951,859	Commercial Area No. 102	1,056,071
2524	951,860	Commercial Area No. 103	1,056,071
2525	951,860	Commercial Area No. 104	974,020
2526	951,861	Commercial Area No. 105	951,789
2527	951,861	Commercial Area No. 200	1,056,071
2528	951,861	Commercial Area No. 201	1,056,071
2529	951,862	Commercial Area No. 202	1,056,071
2530	951,862	Commercial Area No. 203	951,788
2531	951,862	Commercial Area No. 204	951,793
2532	951,863	Commercial Area No. 205	951,794
2533	951,863	Garage Area No. 1	951,784
2534	951,863	Sky Room 30	951,783
2535	951,864	Laundry Area Nos. 350-A to 350-W	951,782
2536	951,864	Storage Area Nos. 300-A to 300-W	951,781
2537	951,864		
2538	951,865		
2539	951,865		
2540	951,865		
2541	951,866		
2542	951,866		
2543	951,866		
2544	951,867		

Commercial	OLD	NEW	
Storage Areas	0.00075188	0.00075188	
Laundry Areas	0.00075188	0.00075188	
Skyroom	0.00751880	0.00751880	
Garage Area 1	0.01503759	0.01503759	
Commercial Area 50	0.00751880	0.00751880	
C 101	0.01203008	0.00751880	
C 102	0.01503759	0.01278195	
C 103	0.01804511	0.01503759	
C 104	0.00075188	0.00000000	
C 105	0.00375940	0.00375940	
C 106	0.00000000	0.00676692	New Unit AOAO
C 200	0.00676692	0.00601504	
C 201	0.00902256	0.00751880	
C 202	0.01203008	0.01127820	
C 203	0.00075188	0.00075188	
C 204	0.00150376	0.00150376	
C 205	0.00150376	0.00150376	
C 206	0.00000000	0.00676692	New Unit AOAO
	0.11278197	0.11278197	

Jeff Dickinson

From: Chris Porter <cporter@hawaiiillegal.com>
Sent: Saturday, February 16, 2013 9:13 AM
To: Jeff Watts
Cc: John Popovich; Jeff Dickinson; Victoria DeLuna (vdeluna@hawaiiillegal.com)
Subject: Re: Commercial Units Common Interest

Thanks!

Sent from my iPhone

On Feb 15, 2013, at 4:05 PM, Jeff Watts <jwatts@tqlawyers.com> wrote:

ALL:

I just spoke with John about this, and here's what I told him.

First, by my calculations, the commercial units currently have a total of 150/1330 common interest. Expressed as a percentage, that is roughly 11.27819%.

When the amendment is recorded, various commercial units will lose 18/1330 in the aggregate (6 from Commercial Area No. 101; 3 from Commercial Area 102; 4 from Commercial Area 103; 1 from Commercial Area 104; 1 from Commercial Area 200; 2 from Commercial Area 201; and 1 from Commercial Area 202). That will leave the commercial units with an aggregate 132/1330, which is approximately 9.92481%.

The AOA will acquire the 18/1330 with 9 for Security Unit No. 106 and 9 for AOA Unit No. 206. That means the AOA will gain an aggregate of approximately 1.35338% common interest. The spaces that were carved out of some of the commercial units and converted to common elements do not have any common interests attached. The 18/1330 that went to the two AOA units makes up for the interests the commercial units lost.

Section 7 of the amendment states the new common interests for the affected commercial units and the two new AOA units. I Hope this helps.

Very truly yours,
Jeffrey D. Watts
Tom Quitiquit Chee & Watts, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813
Phone: (808) 539-1129
Fax: (808) 523-1171
Email: jwatts@tqlawyers.com

PLEASE NOTE OUR FIRM'S NEW NAME.

CONFIDENTIALITY NOTE: The information contained in this email, including attachments, is confidential, protected by the attorney client privilege and is intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. It is the sender's intent that the attorney-client privilege be preserved. If you have received this communication in error, please immediately notify us via email.



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

September 09, 2014 8:02 AM

Doc No(s) T-9017073
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s)



1 1/1 SMC
B-32517078

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

61

LAND COURT

REGULAR SYSTEM

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

Porter McGuire Kiakona & Chow, LLP (RAS)
841 Bishop Street, Suite 1500
Honolulu, Hawaii 96813 #539-1100

Total Pages: 24

TMK: (1) 2-6-010-007
TCT List attached as Exhibit "A"

**SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING
AND SEVENTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
ILIKAI APARTMENT BUILDING
(Condominium Map No. 3)**

THIS AMENDMENT (this "Amendment") is made this 19th day of August, 2014, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment Building", whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Association").

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on April 30, 1964, as Document No. 330338 and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed in said Office on June 27, 1994, as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591, (d) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (e) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "Restated By-Laws"), was filed in said Office on June 27, 1994, as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997, as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302, (d) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011, as Land Court Document No. 4052098, (e) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth

Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (f) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests, and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project have voted to amend the Restated Declaration and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration and the Restated By-Laws are amended as follows:

AMENDMENTS TO RESTATED DECLARATION:

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical

panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants, Section 7(m) relating to construction conditions and Section 7(o) related to timeshare use, which shall control) or any other provisions of the By-Laws related to permitted uses or the construction of improvements for permitted uses. (See Endnote 6)

2. The Restated Declaration is hereby amended to add the following new Section 7(o):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called "fractional ownership", "vacation license", "travel club membership", "club membership", "membership club", "time-interval ownership", or "interval ownership" as offered and/or any membership or program established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to this restrictive covenant will be strictly limited to the following specific apartments that are owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate ("Shell/Wyndham") as of the recordation date of this amendment: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338,

340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

AMENDMENTS TO RESTATED BY-LAWS:

1. Article III, Section 1 of the Restated By-Laws is hereby amended in its entirety to read as follows:

There shall be a Board of Directors consisting of nine (9) directors. Directors shall be elected at the annual meeting or any special meeting of the owners of the condominium units called for such purpose. Any and all owners and co-owners of condominium units, any and all officers and directors of corporate owners of condominium units, and trustees, guardians, administrators, executors and other such legal representatives of owners of condominium units and vendees under an agreement of sale shall be eligible for election as directors. Provided, however, that only one representative of SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate shall be allowed to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The directors, except as otherwise provided in these By-Laws, shall serve for a term of three (3) years or until their successors are elected. The terms of at least one-third (1/3) of the directors shall expire annually. The first Board of Directors shall be elected as follows: Three (3) directors shall be elected for a term of one (1) year, three (3) directors shall be elected for a term of two (2) years, and three (3) directors shall be elected for a term of three (3) years. Thereafter, the term of each director shall be for three (3) years or until their successors are elected. (See Endnote 5).

2. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that

are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and House Rules and Regulations. The provisions of this Article VI, Section 1(a) shall control in the event of any conflict between these provisions and any other provisions of these By-Laws related to permitted uses or the construction for permitted uses (other than the provisions of Article VI, Section 4(c) relating to construction conditions and Article VI, Section 1(g) related to timeshare use, which shall control).

3. The Restated By-Laws are hereby amended to add the following new Article VI, Section 1(g):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the


subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called “fractional ownership”, “vacation license”, “travel club membership”, “club membership”, “membership club”, “time-interval ownership”, or “interval ownership” as offered and/or established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to the above is strictly limited to apartments owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate (“Shell/Wyndham”) as of the recordation date of this amendment and are as follows: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338, 340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

In all other respects, the Restated Declaration and Restated By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments to the Restated Declaration and the Restated By-Laws were adopted with the vote or written consent of not less than sixty-seven percent (67%) of all unit owners in the Project.

[Remainder of page intentionally left blank; signature page to follow]

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

OWNERS OF ILIKAI APARTMENT BUILDING,
INC., a Hawaii nonprofit corporation

By 
Print Name: BEN DACKCHITRA
Title: PRESIDENT

By William C. Moore
Print Name: William C. MOORE
Title: V.P.

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

On this 20th day of August, 2014, before me personally appeared Ben DeFelicia, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the PRESIDENT of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun VS
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2016

Doc. Date: <u>Aug 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

VS

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

On this 19th day of August, 2014, before me personally appeared William C. Moore, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the Vice President of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun ✓
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

Doc Date: <u>August 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
301	745,388	338	745,388
302	1,053,784	339	1,053,928
303	745,388	340	745,388
304	1,016,881	341	1,056,415
305	745,388	342	745,388
306	1,049,901	343	636,547
307	745,388	344	723,605
308	1,052,161	401	970,453
309	782,109	402	1,046,184
310	907,772	403	745,388
311	745,388	404	870,387
312	745,388	405	651,719
313	745,388	406	841,930
314	745,388	407	1,056,552
315	745,388	408	1,054,456
316	745,388	409	904,768
317	745,388	410	565,779
318	745,388	411	745,388
319	745,388	412	890,544
320	745,388	413	617,896
321	745,388	414	890,545
322	745,388	415	745,388
323	745,388	416	890,546
324	745,388	417	745,388
325	1,044,379	418	890,547
326	745,970	419	502,337
327	1,064,299	420	1,082,180
328	745,388	421	1,067,572
329	1,064,075	422	890,548
330	745,388	423	1,061,751
331	1,064,300	424	890,549
332	745,388	425	976,719
333	1,050,780	426	816,411
334	745,388	427	1,048,368
335	1,050,079	428	745,388
336	745,388	429	1,052,629
337	1,052,064	430	708,020

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
431	159,276	524	854,878
432	745,388	525	553,057
433	1,059,355	526	1,032,395
434	745,388	527	749,822
435	926,733	528	890,550
436	531,035	529	646,463
437	1,057,010	530	745,388
438	568,355	531	320,009
439	537,719	532	745,388
440	986,117	533	745,713
441	1,076,339	534	745,388
442	745,388	535	414,329
443	592,121	536	745,388
444	988,069	537	617,189
501	1,014,270	538	745,388
502	616,963	539	1,030,942
503	745,388	540	745,388
504	955,745	542	1,017,163
505	156,361	543	1,022,297
506	543,664	544	1,022,298
507	797,524	601	492,100
508	1,039,891	602	651,887
509	1,042,790	603	414,760
510	704,289	604	648,668
511	745,388	605	694,070
512	1,039,523	606	1,069,729
513	193,264	607	1,045,777
514	1,022,352	608	837,790
515	745,388	609	722,060
516	1,073,493	610	1,066,284
517	990,465	611	1,068,907
518	852,310	612	1,049,894
519	745,388	613	774,349
520	1,013,281	614	750,584
521	454,021	615	890,551
522	1,079,991	616	627,641
523	745,388	617	365,887

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
618	705,118	711	681,319
619	840,868	712	498,550
620	1,032,983	713	1,046,112
621	974,244	714	1,073,556
622	776,084	715	745,388
623	597,626	716	552,971
624	985,165	717	745,388
625	651,888	718	659,683
626	719,231	719	427,313
627	1,030,325	720	494,918
628	890,552	721	745,388
629	951,219	722	905,414
630	890,553	723	745,388
631	1,060,934	724	1,013,131
632	676,351	725	495,443
633	935,040	726	1,014,269
634	574,775	727	762,689
635	729,825	728	726,054
636	745,388	729	1,063,119
637	1,073,439	730	1,063,359
638	1,074,664	731	831,681
639	1,029,055	732	1,064,708
640	1,058,680	733	670,026
641	1,074,890	734	701,806
642	1,055,778	735	516,327
643	500,988	736	332,765
644	889,969	737	1,035,929
701	545,051	738	920,820
702	1,049,878	739	1,072,048
703	673,623	740	745,388
704	1,058,742	741	966,337
705	915,110	742	1,066,999
706	329,840	743	915,870
707	384,776	744	1,064,439
708	585,489	801	487,649
709	1,060,446	802	437,316
710	716,285	803	487,645

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
804	437,317	841	1,061,428
805	585,814	842	1,081,920
806	437,315	843	482,721
807	1,046,179	844	278,911
808	908,167	901	672,682
809	927,094	902	745,388
810	1,073,208	903	745,388
811	890,554	904	503,401
812	516,595	905	601,472
813	1,073,072	906	457,508
814	721,922	907	943,321
815	1,077,368	908	956,741
816	835,916	909	330,318
817	845,759	910	320,624
818	1,052,583	911	955,558
819	890,602	912	1,049,891
820	939,512	913	745,388
821	409,203	914	941,217
822	1,075,462	915	745,388
823	359,043	916	1,072,159
824	406,870	917	528,683
825	404,380	918	441,131
826	686,422	919	542,208
827	884,792	920	745,388
828	1,066,443	921	745,388
829	841,064	922	287,185
830	890,603	923	1,056,834
831	984,403	924	1,040,062
832	769,747	925	1,031,980
833	1,057,104	926	734,333
834	474,869	927	808,964
835	793,278	928	1,058,989
836	1,077,317	929	804,670
837	1,056,139	930	638,678
838	1,061,395	931	722,043
839	525,341	932	650,162
840	1,031,563	933	1,074,170

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
934	1,022,578	1027	1,058,321
935	233,656	1028	332,615
936	483,246	1029	1,052,541
937	957,350	1030	1,064,128
938	926,514	1031	286,706
939	459,469	1032	940,238
940	909,666	1033	1,076,110
941	807,972	1034	877,469
942	745,388	1035	1,081,567
943	856,513	1036	538,468
944	954,968	1037	1,083,287
1001	754,621	1038	1,042,198
1002	930,705	1039	755,036
1003	1,069,207	1040	745,388
1004	782,309	1041	691,163
1005	1,079,007	1042	945,825
1006	364,601	1043	836,507
1007	1,043,489	1044	1,042,358
1008	912,011	1101	1,027,458
1009	961,873	1102	1,029,767
1010	1,060,506	1103	745,388
1011	745,388	1104	181,464
1012	745,388	1105	959,849
1013	1,046,110	1106	207,606
1014	745,388	1107	1,038,432
1015	348,436	1108	430,241
1016	116,064	1109	301,525
1017	457,993	1110	721,122
1018	955,746	1111	745,388
1019	147,147	1112	745,388
1020	301,039	1113	707,954
1021	595,318	1114	570,160
1022	688,507	1115	864,617
1023	745,388	1116	732,045
1024	745,388	1117	1,069,475
1025	1,055,793	1118	708,490
1026	675,104	1119	1,068,338

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1120	953,257	1213	741,772
1121	1,062,344	1214	746,291
1122	1,068,121	1215	745,388
1123	1,067,818	1216	955,557
1124	300,876	1217	407,699
1125	463,526	1218	1,016,180
1126	776,557	1219	1,078,426
1127	502,700	1220	853,463
1128	873,047	1221	1,056,375
1129	335,200	1222	1,071,438
1130	1,072,030	1223	840,525
1131	1,015,940	1224	1,050,143
1132	994,051	1225	857,339
1133	670,582	1226	745,405
1134	994,052	1227	804,049
1135	530,726	1228	729,096
1136	705,712	1229	528,635
1137	864,577	1230	647,083
1138	701,176	1231	1,062,717
1139	565,932	1232	1,072,143
1140	1,060,066	1233	700,191
1141	1,047,020	1234	1,053,974
1142	713,561	1235	837,525
1143	605,736	1236	860,938
1144	403,969	1237	1,037,602
1201	839,915	1238	1,037,604
1202	1,009,900	1239	396,385
1203	1,082,148	1240	648,611
1204	681,670	1242	1,046,267
1205	670,337	1243	640,167
1206	1,056,976	1244	676,238
1207	1,044,627	1301	745,388
1208	410,786	1302	244,152
1209	691,374	1303	745,388
1210	1,045,987	1304	615,129
1211	745,388	1305	745,388
1212	988,608	1306	1,040,653

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1307	1,029,750	1403	547,481
1308	1,060,336	1404	844,748
1309	153,428	1405	941,208
1310	483,424	1406	487,052
1311	745,388	1407	1,081,359
1312	1,064,250	1408	837,027
1313	985,230	1409	485,501
1314	1,038,648	1410	927,096
1315	365,888	1411	661,428
1316	195,652	1412	847,001
1317	745,388	1413	1,057,586
1318	850,018	1414	1,062,265
1319	1,065,752	1415	890,605
1321	585,523	1416	1,038,953
1322	673,535	1417	635,968
1323	890,962	1418	1,054,328
1325	1,072,430	1419	839,916
1326	927,092	1421	647,859
1327	789,191	1422	1,083,474
1328	1,066,432	1423	933,201
1329	1,005,361	1424	947,564
1330	1,051,449	1425	727,598
1331	902,880	1426	639,580
1333	1,082,353	1427	543,664
1334	989,374	1428	143,592
1335	784,884	1429	648,612
1336	620,157	1430	1,040,646
1337	574,108	1431	131,236
1338	677,031	1434	492,102
1339	986,615	1435	330,124
1340	165,549	1436	1,044,788
1341	724,741	1437	1,053,313
1342	890,433	1438	770,993
1343	369,785	1439	932,229
1344	1,029,205	1440	932,230
1401	890,604	1441	1,067,943
1402	983,361	1442	1,046,575

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1443	978,299	1537	951,528
1444	482,912	1538	701,888
1501	1,045,208	1539	841,925
1502	1,081,657	1540	1,077,451
1503	1,017,244	1541	764,159
1504	308,455	1542	551,176
1505	1,029,509	1543	1,041,715
1506	1,006,067	1544	1,041,715
1507	842,912	1601	890,608
1508	722,975	1602	1,004,137
1509	981,393	1603	738,902
1510	541,831	1604	451,043
1511	1,042,808	1605	1,046,788
1512	791,518	1606	642,001
1513	890,606	1607	849,206
1514	333,168	1608	1,067,817
1515	890,607	1609	906,543
1516	708,626	1610	520,785
1517	556,171	1611	890,609
1518	1,062,618	1612	982,360
1519	1,057,547	1613	540,364
1521	680,043	1614	838,925
1522	836,523	1615	890,610
1523	601,477	1616	634,417
1524	250,336	1617	631,889
1525	1,043,141	1618	1,024,484
1526	932,023	1619	1,029,713
1527	636,463	1621	890,611
1528	922,446	1622	807,113
1529	985,046	1623	515,894
1530	879,956	1624	859,266
1531	1,081,856	1625	729,241
1532	621,516	1626	1,000,677
1533	223,909	1627	661,590
1534	805,696	1628	1,064,957
1535	737,265	1629	1,070,636
1536	865,094	1630	1,067,335

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1631	1,041,979	1726	535,090
1634	526,956	1727	846,717
1635	738,900	1728	1,080,227
1636	860,937	1729	203,423
1637	803,115	1730	888,390
1638	965,194	1731	996,234
1639	915,417	1732	963,590
1640	965,195	1733	612,423
1641	1,074,418	1734	1,064,074
1642	1,063,584	1735	1,030,686
1643	695,022	1736	270,640
1644	860,142	1737	817,688
1701	890,612	1738	872,789
1702	808,928	1739	724,447
1703	922,560	1740	1,064,550
1704	1,067,996	1741	888,043
1705	964,587	1742	554,705
1706	1,069,161	1743	486,131
1707	949,241	1744	557,392
1708	1,072,515	1801	1,061,692
1709	1,038,199	1802	988,978
1710	1,082,157	1803	1,079,382
1711	537,838	1804	1,037,677
1712	994,549	1805	1,054,108
1713	922,561	1806	1,060,508
1714	854,154	1807	745,388
1715	922,562	1808	424,092
1716	1,008,907	1809	303,359
1717	841,016	1810	406,533
1718	1,005,077	1811	745,388
1719	654,371	1812	967,295
1720	1,022,203	1813	745,388
1721	767,520	1814	839,308
1722	862,783	1815	745,388
1723	1,082,883	1816	1,061,854
1724	531,934	1817	434,641
1725	948,805	1818	1,029,674

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1819	806,505	1911	922,563
1820	1,018,106	1912	959,936
1821	472,119	1913	768,754
1822	343,617	1914	843,740
1823	745,388	1915	589,243
1825	193,149	1916	841,347
1826	648,610	1917	661,983
1827	799,269	1918	821,565
1828	1,059,257	1919	579,210
1829	1,077,354	1920	905,483
1830	1,020,128	1921	914,255
1831	971,158	1922	294,095
1833	863,682	1923	1,070,130
1834	455,576	1924	512,433
1835	837,664	1925	768,840
1836	1,045,941	1926	1,001,958
1837	258,013	1927	861,204
1838	808,929	1928	873,020
1839	479,481	1929	705,681
1840	209579,	1930	1,018,750
	209580,	1931	487,007
	209581,	1934	968,527
	209582 &	1935	1,036,579
	209583	1936	1,072,479
1841	1,038,264	1937	1,011,775
1842	663,979	1938	780,686
1843	718,329	1939	1,060,625
1844	688,414	1940	467,857
1901	399,237	1941	146,296
1902	933,203	1942	449,540
1903	1,072,225	1943	598,630
1904	635,005	1944	1,070,914
1905	1,003,312	2001	922,564
1906	1,060,507	2002	1,079,437
1907	925,771	2003	922,565
1908	840,501	2004	996,811
1909	606,458	2005	922,566
1910	863,680		

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2006	837,524	2043	632,759
2007	922,567	2044	632,759
2008	912,572	2101	922,993
2009	1,037,452	2102	836,461
2010	905,732	2103	922,994
2011	922,568	2104	1,077,007
2012	845,760	2105	922,995
2013	922,569	2106	860,129
2014	837,820	2107	922,996
2015	922,570	2108	1,032,751
2016	1,003,976	2109	761,222
2017	922,992	2110	1,083,029
2018	725,055	2111	922,997
2019	1,030,561	2112	993,905
2020	1,041,204	2113	922,998
2021	853,261	2114	832,602
2022	927,921	2115	922,999
2023	904,913	2116	1,068,871
2024	821,564	2117	923,000
2025	285,172	2118	1,069,650
2026	565,780	2119	923,001
2027	1,013,132	2120	620,614
2028	853,209	2121	939,282
2029	848,915	2122	1,082,803
2030	871,646	2123	946,769
2031	1,081,592	2124	848,118
2032	1,058,496	2125	592,213
2033	839,382	2126	1,028,522
2034	847,167	2127	1,023,814
2035	908,634	2128	1,080,046
2036	848,886	2129	1,033,362
2037	770,233	2130	986,959
2038	891,052	2131	841,346
2039	836,794	2132	1,046,180
2040	1,004,984	2133	526,955
2041	633,899	2134	1,061,686
2042	275,013	2135	314,298

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2136	600,473	2229	951,814
2137	1,051,805	2230	951,815
2138	648,139	2231	951,815
2139	938,987	2232	951,815
2140	620,103	2233	951,816
2141	507,586	2234	951,816
2142	384,962	2235	951,816
2143	292,654	2236	951,817
2144	421,641	2237	951,817
2201	951,805	2238	951,817
2202	951,805	2239	951,818
2203	951,805	2240	951,818
2204	951,806	2241	951,818
2205	951,806	2242	951,819
2206	951,806	2243	951,819
2207	951,807	2244	951,820
2208	951,807	2301	951,820
2209	951,807	2302	951,821
2210	951,808	2303	951,821
2211	951,808	2304	951,821
2212	951,808	2305	951,822
2213	951,809	2306	951,822
2214	951,809	2307	951,822
2215	951,809	2308	951,823
2216	951,810	2309	951,823
2217	951,810	2310	951,823
2218	951,810	2311	951,824
2219	951,811	2312	951,824
2220	951,811	2313	951,824
2221	951,811	2314	951,825
2222	951,812	2315	951,825
2223	951,812	2316	951,825
2224	951,812	2317	951,826
2225	951,813	2318	951,826
2226	951,813	2319	951,826
2227	951,814	2320	951,827
2228	951,814	2321	951,827

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2322	951,827	2415	951,841
2323	951,828	2416	951,841
2324	951,828	2417	951,841
2325	951,828	2418	951,842
2326	951,829	2419	951,842
2327	951,829	2420	951,842
2328	951,829	2421	951,843
2329	951,830	2422	951,843
2330	951,830	2423	951,843
2331	951,830	2424	951,844
2332	951,831	2425	951,844
2333	951,831	2426	951,845
2334	951,831	2427	951,845
2335	951,832	2428	951,846
2336	951,832	2429	951,846
2337	951,832	2430	951,846
2338	951,833	2431	951,847
2339	951,833	2432	951,847
2340	951,833	2433	951,847
2341	951,834	2434	951,848
2342	951,835	2435	951,848
2343	951,835	2436	951,848
2344	951,836	2437	951,849
2401	951,836	2438	951,849
2402	951,834	2439	951,849
2403	951,834	2440	951,850
2404	951,837	2441	951,850
2405	951,837	2442	951,850
2406	951,837	2443	951,851
2407	951,838	2444	951,851
2408	951,838	2501	951,852
2409	951,838	2502	951,852
2410	951,839	2503	951,852
2411	951,839	2504	951,853
2412	951,840	2505	951,853
2413	951,840	2506	951,853
2414	951,840	2507	951,854

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2508	951,854	PH2601	562,724
2509	951,854	PH2602	1,066,718
2510	951,855	PH2603	1,017,245
2511	951,855	PH2604	464,468
2512	951,856	PH2605	686,508
2513	951,856	PH2606	1,060,505
2514	951,856	PH2607	1,079,057
2515	951,857	PH2608	477,988
2516	951,857	PH2609	213,620
2517	951,857	PH2610	465,906
2518	951,858	PH2611	842,028
2519	951,858	PH2612	970,741
2520	951,858	PH2613	970,740
2521	951,859	Commercial Area No. 50	951,785
2522	951,859	Commercial Area No. 101	1,056,071
2523	951,859	Commercial Area No. 102	1,056,071
2524	951,860	Commercial Area No. 103	1,056,071
2525	951,860	Commercial Area No. 104	974,020
2526	951,861	Commercial Area No. 105	951,789
2527	951,861	Commercial Area No. 200	1,056,071
2528	951,861	Commercial Area No. 201	1,056,071
2529	951,862	Commercial Area No. 202	1,056,071
2530	951,862	Commercial Area No. 203	951,788
2531	951,862	Commercial Area No. 204	951,793
2532	951,863	Commercial Area No. 205	951,794
2533	951,863	Garage Area No. 1	951,784
2534	951,863	Sky Room 30	951,783
2535	951,864	Laundry Area Nos. 350-A to 350-W	951,782
2536	951,864	Storage Area Nos. 300-A to 300-W	951,781
2537	951,864		
2538	951,865		
2539	951,865		
2540	951,865		
2541	951,866		
2542	951,866		
2543	951,866		
2544	951,867		

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addresses - 802



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

September 09, 2014 8:02 AM

Doc No(s) T - 9017073
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s)



1 1/1 SMC
B - 32517078

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

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LAND COURT

REGULAR SYSTEM

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

Porter McGuire Kiakona & Chow, LLP (RAS)
841 Bishop Street, Suite 1500
Honolulu, Hawaii 96813 #539-1100

Total Pages: 24

TMK: (1) 2-6-010-007
TCT List attached as Exhibit "A"

**SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING
AND SEVENTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
ILIKAI APARTMENT BUILDING**

(Condominium Map No. 3)

THIS AMENDMENT (this "Amendment") is made this 19th day of August, 2014, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment Building", whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Association").

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter 170-A, Revised Laws of Hawaii 1955, as Amended, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on April 30, 1964, as Document No. 330338 and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the "Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A, Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed in said Office on June 27, 1994, as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591, (d) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (e) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "Restated By-Laws"), was filed in said Office on June 27, 1994, as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997, as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302, (d) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011, as Land Court Document No. 4052098, (e) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth

Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (f) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests, and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project have voted to amend the Restated Declaration and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration and the Restated By-Laws are amended as follows:

AMENDMENTS TO RESTATED DECLARATION:

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical

panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants, Section 7(m) relating to construction conditions and Section 7(o) related to timeshare use, which shall control) or any other provisions of the By-Laws related to permitted uses or the construction of improvements for permitted uses. (See Endnote 6)

2. The Restated Declaration is hereby amended to add the following new Section 7(o):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called "fractional ownership", "vacation license", "travel club membership", "club membership", "membership club", "time-interval ownership", or "interval ownership" as offered and/or any membership or program established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to this restrictive covenant will be strictly limited to the following specific apartments that are owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate ("Shell/Wyndham") as of the recordation date of this amendment: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338,

340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

AMENDMENTS TO RESTATED BY-LAWS:

1. Article III, Section 1 of the Restated By-Laws is hereby amended in its entirety to read as follows:

There shall be a Board of Directors consisting of nine (9) directors. Directors shall be elected at the annual meeting or any special meeting of the owners of the condominium units called for such purpose. Any and all owners and co-owners of condominium units, any and all officers and directors of corporate owners of condominium units, and trustees, guardians, administrators, executors and other such legal representatives of owners of condominium units and vendees under an agreement of sale shall be eligible for election as directors. Provided, however, that only one representative of SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate shall be allowed to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The directors, except as otherwise provided in these By-Laws, shall serve for a term of three (3) years or until their successors are elected. The terms of at least one-third (1/3) of the directors shall expire annually. The first Board of Directors shall be elected as follows: Three (3) directors shall be elected for a term of one (1) year, three (3) directors shall be elected for a term of two (2) years, and three (3) directors shall be elected for a term of three (3) years. Thereafter, the term of each director shall be for three (3) years or until their successors are elected. (See Endnote 5).

2. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that

are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and House Rules and Regulations. The provisions of this Article VI, Section 1(a) shall control in the event of any conflict between these provisions and any other provisions of these By-Laws related to permitted uses or the construction for permitted uses (other than the provisions of Article VI, Section 4(c) relating to construction conditions and Article VI, Section 1(g) related to timeshare use, which shall control).

3. The Restated By-Laws are hereby amended to add the following new Article VI, Section 1(g):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the


subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called “fractional ownership”, “vacation license”, “travel club membership”, “club membership”, “membership club”, “time-interval ownership”, or “interval ownership” as offered and/or established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to the above is strictly limited to apartments owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate (“Shell/Wyndham”) as of the recordation date of this amendment and are as follows: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338, 340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

In all other respects, the Restated Declaration and Restated By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments to the Restated Declaration and the Restated By-Laws were adopted with the vote or written consent of not less than sixty-seven percent (67%) of all unit owners in the Project.

[Remainder of page intentionally left blank; signature page to follow]

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

OWNERS OF ILIKAI APARTMENT BUILDING,
INC., a Hawaii nonprofit corporation

By  /
Print Name: BEN DOOKCHITRA
Title: PRESIDENT

By William C. Moore
Print Name: WILLIAM C. MOORE /
Title: V.P.

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

On this 20th day of August, 2014, before me personally appeared Ben Deokobinda, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the PRESIDENT of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chan VS
Notary Public, State of Hawaii
Joanne M.L. Chan
(Print/Type Name)

My commission expires: 05-09-2014

Doc. Date: <u>Aug 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chan</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chan</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

VS

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

On this 19th day of August, 2014, before me personally appeared William C. Moore, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the Vice President of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun ✓
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)
My commission expires: 05-09-2014

Date: <u>August 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
301	745,388	338	745,388
302	1,053,784	339	1,053,928
303	745,388	340	745,388
304	1,016,881	341	1,056,415
305	745,388	342	745,388
306	1,049,901	343	636,547
307	745,388	344	723,605
308	1,052,161	401	970,453
309	782,109	402	1,046,184
310	907,772	403	745,388
311	745,388	404	870,387
312	745,388	405	651,719
313	745,388	406	841,930
314	745,388	407	1,056,552
315	745,388	408	1,054,456
316	745,388	409	904,768
317	745,388	410	565,779
318	745,388	411	745,388
319	745,388	412	890,544
320	745,388	413	617,896
321	745,388	414	890,545
322	745,388	415	745,388
323	745,388	416	890,546
324	745,388	417	745,388
325	1,044,379	418	890,547
326	745,970	419	502,337
327	1,064,299	420	1,082,180
328	745,388	421	1,067,572
329	1,064,075	422	890,548
330	745,388	423	1,061,751
331	1,064,300	424	890,549
332	745,388	425	976,719
333	1,050,780	426	816,411
334	745,388	427	1,048,368
335	1,050,079	428	745,388
336	745,388	429	1,052,629
337	1,052,064	430	708,020

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
431	159,276	524	854,878
432	745,388	525	553,057
433	1,059,355	526	1,032,395
434	745,388	527	749,822
435	926,733	528	890,550
436	531,035	529	646,463
437	1,057,010	530	745,388
438	568,355	531	320,009
439	537,719	532	745,388
440	986,117	533	745,713
441	1,076,339	534	745,388
442	745,388	535	414,329
443	592,121	536	745,388
444	988,069	537	617,189
501	1,014,270	538	745,388
502	616,963	539	1,030,942
503	745,388	540	745,388
504	955,745	542	1,017,163
505	156,361	543	1,022,297
506	543,664	544	1,022,298
507	797,524	601	492,100
508	1,039,891	602	651,887
509	1,042,790	603	414,760
510	704,289	604	648,668
511	745,388	605	694,070
512	1,039,523	606	1,069,729
513	193,264	607	1,045,777
514	1,022,352	608	837,790
515	745,388	609	722,060
516	1,073,493	610	1,066,284
517	990,465	611	1,068,907
518	852,310	612	1,049,894
519	745,388	613	774,349
520	1,013,281	614	750,584
521	454,021	615	890,551
522	1,079,991	616	627,641
523	745,388	617	365,887

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
618	705,118	711	681,319
619	840,868	712	498,550
620	1,032,983	713	1,046,112
621	974,244	714	1,073,556
622	776,084	715	745,388
623	597,626	716	552,971
624	985,165	717	745,388
625	651,888	718	659,683
626	719,231	719	427,313
627	1,030,325	720	494,918
628	890,552	721	745,388
629	951,219	722	905,414
630	890,553	723	745,388
631	1,060,934	724	1,013,131
632	676,351	725	495,443
633	935,040	726	1,014,269
634	574,775	727	762,689
635	729,825	728	726,054
636	745,388	729	1,063,119
637	1,073,439	730	1,063,359
638	1,074,664	731	831,681
639	1,029,055	732	1,064,708
640	1,058,680	733	670,026
641	1,074,890	734	701,806
642	1,055,778	735	516,327
643	500,988	736	332,765
644	889,969	737	1,035,929
701	545,051	738	920,820
702	1,049,878	739	1,072,048
703	673,623	740	745,388
704	1,058,742	741	966,337
705	915,110	742	1,066,999
706	329,840	743	915,870
707	384,776	744	1,064,439
708	585,489	801	487,649
709	1,060,446	802	437,316
710	716,285	803	487,645

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
804	437,317	841	1,061,428
805	585,814	842	1,081,920
806	437,315	843	482,721
807	1,046,179	844	278,911
808	908,167	901	672,682
809	927,094	902	745,388
810	1,073,208	903	745,388
811	890,554	904	503,401
812	516,595	905	601,472
813	1,073,072	906	457,508
814	721,922	907	943,321
815	1,077,368	908	956,741
816	835,916	909	330,318
817	845,759	910	320,624
818	1,052,583	911	955,558
819	890,602	912	1,049,891
820	939,512	913	745,388
821	409,203	914	941,217
822	1,075,462	915	745,388
823	359,043	916	1,072,159
824	406,870	917	528,683
825	404,380	918	441,131
826	686,422	919	542,208
827	884,792	920	745,388
828	1,066,443	921	745,388
829	841,064	922	287,185
830	890,603	923	1,056,834
831	984,403	924	1,040,062
832	769,747	925	1,031,980
833	1,057,104	926	734,333
834	474,869	927	808,964
835	793,278	928	1,058,989
836	1,077,317	929	804,670
837	1,056,139	930	638,678
838	1,061,395	931	722,043
839	525,341	932	650,162
840	1,031,563	933	1,074,170

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
934	1,022,578	1027	1,058,321
935	233,656	1028	332,615
936	483,246	1029	1,052,541
937	957,350	1030	1,064,128
938	926,514	1031	286,706
939	459,469	1032	940,238
940	909,666	1033	1,076,110
941	807,972	1034	877,469
942	745,388	1035	1,081,567
943	856,513	1036	538,468
944	954,968	1037	1,083,287
1001	754,621	1038	1,042,198
1002	930,705	1039	755,036
1003	1,069,207	1040	745,388
1004	782,309	1041	691,163
1005	1,079,007	1042	945,825
1006	364,601	1043	836,507
1007	1,043,489	1044	1,042,358
1008	912,011	1101	1,027,458
1009	961,873	1102	1,029,767
1010	1,060,506	1103	745,388
1011	745,388	1104	181,464
1012	745,388	1105	959,849
1013	1,046,110	1106	207,606
1014	745,388	1107	1,038,432
1015	348,436	1108	430,241
1016	116,064	1109	301,525
1017	457,993	1110	721,122
1018	955,746	1111	745,388
1019	147,147	1112	745,388
1020	301,039	1113	707,954
1021	595,318	1114	570,160
1022	688,507	1115	864,617
1023	745,388	1116	732,045
1024	745,388	1117	1,069,475
1025	1,055,793	1118	708,490
1026	675,104	1119	1,068,338

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1120	953,257	1213	741,772
1121	1,062,344	1214	746,291
1122	1,068,121	1215	745,388
1123	1,067,818	1216	955,557
1124	300,876	1217	407,699
1125	463,526	1218	1,016,180
1126	776,557	1219	1,078,426
1127	502,700	1220	853,463
1128	873,047	1221	1,056,375
1129	335,200	1222	1,071,438
1130	1,072,030	1223	840,525
1131	1,015,940	1224	1,050,143
1132	994,051	1225	857,339
1133	670,582	1226	745,405
1134	994,052	1227	804,049
1135	530,726	1228	729,096
1136	705,712	1229	528,635
1137	864,577	1230	647,083
1138	701,176	1231	1,062,717
1139	565,932	1232	1,072,143
1140	1,060,066	1233	700,191
1141	1,047,020	1234	1,053,974
1142	713,561	1235	837,525
1143	605,736	1236	860,938
1144	403,969	1237	1,037,602
1201	839,915	1238	1,037,604
1202	1,009,900	1239	396,385
1203	1,082,148	1240	648,611
1204	681,670	1242	1,046,267
1205	670,337	1243	640,167
1206	1,056,976	1244	676,238
1207	1,044,627	1301	745,388
1208	410,786	1302	244,152
1209	691,374	1303	745,388
1210	1,045,987	1304	615,129
1211	745,388	1305	745,388
1212	988,608	1306	1,040,653

745,388

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1307	1,029,750	1403	547,481
1308	1,060,336	1404	844,748
1309	153,428	1405	941,208
1310	483,424	1406	487,052
1311	745,388	1407	1,081,359
1312	1,064,250	1408	837,027
1313	985,230	1409	485,501
1314	1,038,648	1410	927,096
1315	365,888	1411	661,428
1316	195,652	1412	847,001
1317	745,388	1413	1,057,586
1318	850,018	1414	1,062,265
1319	1,065,752	1415	890,605
1321	585,523	1416	1,038,953
1322	673,535	1417	635,968
1323	890,962	1418	1,054,328
1325	1,072,430	1419	839,916
1326	927,092	1421	647,859
1327	789,191	1422	1,083,474
1328	1,066,432	1423	933,201
1329	1,005,361	1424	947,564
1330	1,051,449	1425	727,598
1331	902,880	1426	639,580
1333	1,082,353	1427	543,664
1334	989,374	1428	143,592
1335	784,884	1429	648,612
1336	620,157	1430	1,040,646
1337	574,108	1431	131,236
1338	677,031	1434	492,102
1339	986,615	1435	330,124
1340	165,549	1436	1,044,788
1341	724,741	1437	1,053,313
1342	890,433	1438	770,993
1343	369,785	1439	932,229
1344	1,029,205	1440	932,230
1401	890,604	1441	1,067,943
1402	983,361	1442	1,046,575

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1443	978,299	1537	951,528
1444	482,912	1538	701,888
1501	1,045,208	1539	841,925
1502	1,081,657	1540	1,077,451
1503	1,017,244	1541	764,159
1504	308,455	1542	551,176
1505	1,029,509	1543	1,041,715
1506	1,006,067	1544	1,041,715
1507	842,912	1601	890,608
1508	722,975	1602	1,004,137
1509	981,393	1603	738,902
1510	541,831	1604	451,043
1511	1,042,808	1605	1,046,788
1512	791,518	1606	642,001
1513	890,606	1607	849,206
1514	333,168	1608	1,067,817
1515	890,607	1609	906,543
1516	708,626	1610	520,785
1517	556,171	1611	890,609
1518	1,062,618	1612	982,360
1519	1,057,547	1613	540,364
1521	680,043	1614	838,925
1522	836,523	1615	890,610
1523	601,477	1616	634,417
1524	250,336	1617	631,889
1525	1,043,141	1618	1,024,484
1526	932,023	1619	1,029,713
1527	636,463	1621	890,611
1528	922,446	1622	807,113
1529	985,046	1623	515,894
1530	879,956	1624	859,266
1531	1,081,856	1625	729,241
1532	621,516	1626	1,000,677
1533	223,909	1627	661,590
1534	805,696	1628	1,064,957
1535	737,265	1629	1,070,636
1536	865,094	1630	1,067,335

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1631	1,041,979	1726	535,090
1634	526,956	1727	846,717
1635	738,900	1728	1,080,227
1636	860,937	1729	203,423
1637	803,115	1730	888,390
1638	965,194	1731	996,234
1639	915,417	1732	963,590
1640	965,195	1733	612,423
1641	1,074,418	1734	1,064,074
1642	1,063,584	1735	1,030,686
1643	695,022	1736	270,640
1644	860,142	1737	817,688
1701	890,612	1738	872,789
1702	808,928	1739	724,447
1703	922,560	1740	1,064,550
1704	1,067,996	1741	888,043
1705	964,587	1742	554,705
1706	1,069,161	1743	486,131
1707	949,241	1744	557,392
1708	1,072,515	1801	1,061,692
1709	1,038,199	1802	988,978
1710	1,082,157	1803	1,079,382
1711	537,838	1804	1,037,677
1712	994,549	1805	1,054,108
1713	922,561	1806	1,060,508
1714	854,154	1807	745,388
1715	922,562	1808	424,092
1716	1,008,907	1809	303,359
1717	841,016	1810	406,533
1718	1,005,077	1811	745,388
1719	654,371	1812	967,295
1720	1,022,203	1813	745,388
1721	767,520	1814	839,308
1722	862,783	1815	745,388
1723	1,082,883	1816	1,061,854
1724	531,934	1817	434,641
1725	948,805	1818	1,029,674

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1819	806,505	1911	922,563
1820	1,018,106	1912	959,936
1821	472,119	1913	768,754
1822	343,617	1914	843,740
1823	745,388	1915	589,243
1825	193,149	1916	841,347
1826	648,610	1917	661,983
1827	799,269	1918	821,565
1828	1,059,257	1919	579,210
1829	1,077,354	1920	905,483
1830	1,020,128	1921	914,255
1831	971,158	1922	294,095
1833	863,682	1923	1,070,130
1834	455,576	1924	512,433
1835	837,664	1925	768,840
1836	1,045,941	1926	1,001,958
1837	258,013	1927	861,204
1838	808,929	1928	873,020
1839	479,481	1929	705,681
1840	209579, 209580, 209581, 209582 & 209583	1930	1,018,750
1841	1,038,264	1931	487,007
1842	663,979	1934	968,527
1843	718,329	1935	1,036,579
1844	688,414	1936	1,072,479
1901	399,237	1937	1,011,775
1902	933,203	1938	780,686
1903	1,072,225	1939	1,060,625
1904	635,005	1940	467,857
1905	1,003,312	1941	146,296
1906	1,060,507	1942	449,540
1907	925,771	1943	598,630
1908	840,501	1944	1,070,914
1909	606,458	2001	922,564
1910	863,680	2002	1,079,437
		2003	922,565
		2004	996,811
		2005	922,566

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2006	837,524	2043	632,759
2007	922,567	2044	632,759
2008	912,572	2101	922,993
2009	1,037,452	2102	836,461
2010	905,732	2103	922,994
2011	922,568	2104	1,077,007
2012	845,760	2105	922,995
2013	922,569	2106	860,129
2014	837,820	2107	922,996
2015	922,570	2108	1,032,751
2016	1,003,976	2109	761,222
2017	922,992	2110	1,083,029
2018	725,055	2111	922,997
2019	1,030,561	2112	993,905
2020	1,041,204	2113	922,998
2021	853,261	2114	832,602
2022	927,921	2115	922,999
2023	904,913	2116	1,068,871
2024	821,564	2117	923,000
2025	285,172	2118	1,069,650
2026	565,780	2119	923,001
2027	1,013,132	2120	620,614
2028	853,209	2121	939,282
2029	848,915	2122	1,082,803
2030	871,646	2123	946,769
2031	1,081,592	2124	848,118
2032	1,058,496	2125	592,213
2033	839,382	2126	1,028,522
2034	847,167	2127	1,023,814
2035	908,634	2128	1,080,046
2036	848,886	2129	1,033,362
2037	770,233	2130	986,959
2038	891,052	2131	841,346
2039	836,794	2132	1,046,180
2040	1,004,984	2133	526,955
2041	633,899	2134	1,061,686
2042	275,013	2135	314,298

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2136	600,473	2229	951,814
2137	1,051,805	2230	951,815
2138	648,139	2231	951,815
2139	938,987	2232	951,815
2140	620,103	2233	951,816
2141	507,586	2234	951,816
2142	384,962	2235	951,816
2143	292,654	2236	951,817
2144	421,641	2237	951,817
2201	951,805	2238	951,817
2202	951,805	2239	951,818
2203	951,805	2240	951,818
2204	951,806	2241	951,818
2205	951,806	2242	951,819
2206	951,806	2243	951,819
2207	951,807	2244	951,820
2208	951,807	2301	951,820
2209	951,807	2302	951,821
2210	951,808	2303	951,821
2211	951,808	2304	951,821
2212	951,808	2305	951,822
2213	951,809	2306	951,822
2214	951,809	2307	951,822
2215	951,809	2308	951,823
2216	951,810	2309	951,823
2217	951,810	2310	951,823
2218	951,810	2311	951,824
2219	951,811	2312	951,824
2220	951,811	2313	951,824
2221	951,811	2314	951,825
2222	951,812	2315	951,825
2223	951,812	2316	951,825
2224	951,812	2317	951,826
2225	951,813	2318	951,826
2226	951,813	2319	951,826
2227	951,814	2320	951,827
2228	951,814	2321	951,827

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2322	951,827	2415	951,841
2323	951,828	2416	951,841
2324	951,828	2417	951,841
2325	951,828	2418	951,842
2326	951,829	2419	951,842
2327	951,829	2420	951,842
2328	951,829	2421	951,843
2329	951,830	2422	951,843
2330	951,830	2423	951,843
2331	951,830	2424	951,844
2332	951,831	2425	951,844
2333	951,831	2426	951,845
2334	951,831	2427	951,845
2335	951,832	2428	951,846
2336	951,832	2429	951,846
2337	951,832	2430	951,846
2338	951,833	2431	951,847
2339	951,833	2432	951,847
2340	951,833	2433	951,847
2341	951,834	2434	951,848
2342	951,835	2435	951,848
2343	951,835	2436	951,848
2344	951,836	2437	951,849
2401	951,836	2438	951,849
2402	951,834	2439	951,849
2403	951,834	2440	951,850
2404	951,837	2441	951,850
2405	951,837	2442	951,850
2406	951,837	2443	951,851
2407	951,838	2444	951,851
2408	951,838	2501	951,852
2409	951,838	2502	951,852
2410	951,839	2503	951,852
2411	951,839	2504	951,853
2412	951,840	2505	951,853
2413	951,840	2506	951,853
2414	951,840	2507	951,854

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2508	951,854	PH2601	562,724
2509	951,854	PH2602	1,066,718
2510	951,855	PH2603	1,017,245
2511	951,855	PH2604	464,468
2512	951,856	PH2605	686,508
2513	951,856	PH2606	1,060,505
2514	951,856	PH2607	1,079,057
2515	951,857	PH2608	477,988
2516	951,857	PH2609	213,620
2517	951,857	PH2610	465,906
2518	951,858	PH2611	842,028
2519	951,858	PH2612	970,741
2520	951,858	PH2613	970,740
2521	951,859	Commercial Area No. 50	951,785
2522	951,859	Commercial Area No. 101	1,056,071
2523	951,859	Commercial Area No. 102	1,056,072
2524	951,860	Commercial Area No. 103	1,056,074
2525	951,860	Commercial Area No. 105	951,789
2526	951,861	Commercial Area No. 200	1,056,075
2527	951,861	Commercial Area No. 201	1,056,076
2528	951,861	Commercial Area No. 202	1,056,077
2529	951,862	Commercial Area No. 203	951,788
2530	951,862	Commercial Area No. 204	951,793
2531	951,862	Commercial Area No. 205	951,794
2532	951,863	Garage Area No. 1	951,784
2533	951,863	Sky Room 30	951,783
2534	951,863	Laundry Area Nos. 350-A to 350-W	951,782
2535	951,864	Storage Area Nos. 300-A to 300-W	951,781
2536	951,864	Security Unit No. 106	1,056,079
2537	951,864	AOAO Unit No. 206	1,056,080
2538	951,865		
2539	951,865		
2540	951,865		
2541	951,866		
2542	951,866		
2543	951,866		
2544	951,867		



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

September 09, 2014 8:02 AM

Doc No(s) T-9017073
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s)



1 1/1 SMC
B-32517078

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

5,

LAND COURT

REGULAR SYSTEM

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

Porter McGuire Kiakona & Chow, LLP (RAS)
841 Bishop Street, Suite 1500
Honolulu, Hawaii 96813 #539-1100

Total Pages: 24

TMK: (1) 2-6-010-007
TCT List attached as Exhibit "A"

**SIXTH AMENDMENT OF THE FIRST RESTATEMENT OF THE DECLARATION OF
CONDOMINIUM PROPERTY REGIME OF THE ILIKAI APARTMENT BUILDING
AND SEVENTH AMENDMENT OF THE FIRST RESTATEMENT OF THE BY-LAWS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
ILIKAI APARTMENT BUILDING
(Condominium Map No. 3)**

THIS AMENDMENT (this "Amendment") is made this 19th day of August,
2014, by the OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii nonprofit
corporation formerly known as the "Association of Apartment Owners of Ilikai Apartment
Building", whose mailing address is 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the
"Association").

WITNESSETH THAT:

WHEREAS, by the certain Declaration of Horizontal Property Regime Under Chapter
170-A, Revised Laws of Hawaii 1955, as Amended, filed in the Office of the Assistant Registrar
of the Land Court of the State of Hawaii on April 30, 1964, as Document No. 330338 and noted
on the Transfer Certificate of Title Nos. listed on Exhibit "A" attached hereto (the
"Declaration"), ILIKAI INCORPORATED, a Hawaii corporation, did submit the property
described in said Declaration to the provisions of the Horizontal Property Act, Chapter 170-A,
Revised Laws of Hawaii, as amended; and

WHEREAS, the Declaration provided for the organization of the Association, bylaws for which were attached to the Declaration and incorporated therein by reference (the "By-Laws"); and

WHEREAS, the Association's Board of Directors resolved to restate the Declaration pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building Under Chapter 514A, Hawaii Revised Statutes (the "Restated Declaration") was filed in said Office on June 27, 1994, as Land Court Document No. 2158834; and

WHEREAS, the Restated Declaration was subsequently amended by the following: (a) First Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 30, 2001, as Land Court Document No. 2709107, (b) Second Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on May 3, 2005, as Land Court Document No. 3262660, (c) Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building filed in said Office on December 12, 2007, as Land Court Document No. 3690591, (d) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (e) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, the Association's Board of Directors resolved to restate the By-Laws pursuant to Section 514A-82.2, Hawaii Revised Statutes, which said First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building (the "Restated By-Laws"), was filed in said Office on June 27, 1994, as Land Court Document No. 2158835; and

WHEREAS, the Restated By-Laws were subsequently amended by the following: (a) First Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on December 31, 1997, as Land Court Document No. 2429786, (b) Second Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on September 5, 2001, as Land Court Document No. 2734838, (c) Third Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on October 10, 2002, as Land Court Document No. 2849302, (d) Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building filed in said Office on February 24, 2011, as Land Court Document No. 4052098, (e) Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth

Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on May 13, 2011, as Land Court Document No. 4072643, and (f) Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3 filed in said Office on February 22, 2013, as Land Court Document Nos. T-84530001A through T-8453001D; and

WHEREAS, Section 11 of the Restated Declaration, as amended, provides that such document may be modified or amended from time to time by a vote of the owners of not less than sixty-seven percent (67%) of the common interests, and Section 514B-108(e) of the Hawaii Revised Statutes provides that a project's bylaws may be amended by the vote or written consent of the owners of not less than sixty-seven percent (67%) of the common interests; and

WHEREAS, the owners of not less than sixty-seven percent (67%) of the common interests in the Project have voted to amend the Restated Declaration and the Restated By-Laws as hereinafter set forth.

NOW THEREFORE, the Restated Declaration and the Restated By-Laws are amended as follows:

AMENDMENTS TO RESTATED DECLARATION:

1. Section 7(a) of the Restated Declaration is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical

panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in the By-Laws and House Rules and Regulations. The provisions of this Section 7(a) shall control in the event of any conflict between these provisions and any other provisions of this Declaration (other than Section 7.A related to disabled occupants, Section 7(m) relating to construction conditions and Section 7(o) related to timeshare use, which shall control) or any other provisions of the By-Laws related to permitted uses or the construction of improvements for permitted uses. (See Endnote 6)

2. The Restated Declaration is hereby amended to add the following new Section 7(o):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called "fractional ownership", "vacation license", "travel club membership", "club membership", "membership club", "time-interval ownership", or "interval ownership" as offered and/or any membership or program established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to this restrictive covenant will be strictly limited to the following specific apartments that are owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate ("Shell/Wyndham") as of the recordation date of this amendment: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338,

340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

AMENDMENTS TO RESTATED BY-LAWS:

1. Article III, Section 1 of the Restated By-Laws is hereby amended in its entirety to read as follows:

There shall be a Board of Directors consisting of nine (9) directors. Directors shall be elected at the annual meeting or any special meeting of the owners of the condominium units called for such purpose. Any and all owners and co-owners of condominium units, any and all officers and directors of corporate owners of condominium units, and trustees, guardians, administrators, executors and other such legal representatives of owners of condominium units and vendees under an agreement of sale shall be eligible for election as directors. Provided, however, that only one representative of SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate shall be allowed to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The directors, except as otherwise provided in these By-Laws, shall serve for a term of three (3) years or until their successors are elected. The terms of at least one-third (1/3) of the directors shall expire annually. The first Board of Directors shall be elected as follows: Three (3) directors shall be elected for a term of one (1) year, three (3) directors shall be elected for a term of two (2) years, and three (3) directors shall be elected for a term of three (3) years. Thereafter, the term of each director shall be for three (3) years or until their successors are elected. (See Endnote 5).

2. Article VI, Section 1(a) of the Restated By-Laws is hereby amended in its entirety to read as follows:

The owner of each apartment within the building shall use such apartment only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that

are consistent with a resort destination. The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities, except as to Commercial Area Nos. 200, 201, 202, 203, 204, and 205, each of which may also be used for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Security Unit No. 106 shall use that area for security office use purposes only. The owner of AOA Unit No. 206 shall use the area for Association office, long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination. The owner of Garage Area No. 1 shall use such Garage Area No. 1 only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room. Notwithstanding anything to the contrary hereinabove contained, the owner of Garage Area No. 1 shall not use Garage Area No. 1 except for the aforesaid uses and for parking and storing of vehicles. The owner of Sky-room 30 shall use, construct, improve, enlarge, remodel, or alter such Sky-room 30 for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses. The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes. The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building. The owner of each condominium unit may utilize his unit and the common interest appurtenant thereto only in accordance with the foregoing provisions of this paragraph, any provisions of the Declaration and for vehicular and pedestrian ingress and egress to the unit on established ways and means provided therefor, and in such manner as shall be permitted in these By-Laws and House Rules and Regulations. The provisions of this Article VI, Section 1(a) shall control in the event of any conflict between these provisions and any other provisions of these By-Laws related to permitted uses or the construction for permitted uses (other than the provisions of Article VI, Section 4(c) relating to construction conditions and Article VI, Section 1(g) related to timeshare use, which shall control).

3. The Restated By-Laws are hereby amended to add the following new Article VI, Section 1(g):

Notwithstanding anything contained in the Declaration, By-Laws or in law to the contrary, the apartments in the building or any interest therein shall not be the


subject of or sold, transferred, conveyed, leased, occupied, rented or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including without limitation, any so-called “fractional ownership”, “vacation license”, “travel club membership”, “club membership”, “membership club”, “time-interval ownership”, or “interval ownership” as offered and/or established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The only exception to the above is strictly limited to apartments owned and/or operated by SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc., and/or an affiliate (“Shell/Wyndham”) as of the recordation date of this amendment and are as follows: 301, 303, 305, 307, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 330, 332, 334, 336, 338, 340, 342, 403, 411, 412, 414, 415, 416, 417, 418, 422, 424, 428, 432, 434, 442, 503, 511, 515, 519, 523, 528, 530, 532, 534, 536, 538, 540, 615, 628, 630, 636, 715, 717, 721, 723, 740, 811, 819, 830, 902, 903, 913, 915, 920, 921, 942, 1011, 1012, 1014, 1023, 1024, 1040, 1103, 1111, 1112, 1211, 1213, 1215, 1301, 1303, 1305, 1311, 1317, 1401, 1415, 1513, 1515, 1601, 1611, 1615, 1621, 1701, 1703, 1713, 1715, 1807, 1811, 1813, 1815, 1823, 1911, 2001, 2003, 2005, 2007, 2011, 2013, 2015, 2017, 2101, 2103, 2105, 2107, 2111, 2113, 2115, 2117 and 2119 all of which Shell/Wyndham (and their successors, assigns and purchasers) shall be allowed, without restrictions or conditions except those contained in the Declaration, By-Laws and House Rules, as amended, and the Settlement Agreement dated June 2, 2014, to use, sell, market, rent and operate for time share plan purposes.

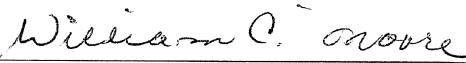
In all other respects, the Restated Declaration and Restated By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments to the Restated Declaration and the Restated By-Laws were adopted with the vote or written consent of not less than sixty-seven percent (67%) of all unit owners in the Project.

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

OWNERS OF ILIKAI APARTMENT BUILDING,
INC., a Hawaii nonprofit corporation

By 
Print Name: BEN DOCKCHITRA
Title: PRESIDENT

By 
Print Name: WILLIAM C. MOORE
Title: V.P.

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

On this 20th day of August, 2014, before me personally appeared Ben Deokchitra, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the PRESIDENT of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun ^{VS}
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

^{Doc.}
Date: Aug 19, 2014 # Pages: 24
Name: Joanne M.L. Chun First Circuit

Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building

Joanne M.L. Chun
Notary Signature

NOTARY CERTIFICATION (Stamp or Seal)

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

On this 19th day of August, 2014, before me personally appeared William C. Moore, personally known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that HE is the Vice President of the Owners of Ilikai Apartment Building, Inc., a Hawaii nonprofit corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said officer acknowledged said instrument to be the free act and deed of said corporation.

Joanne M.L. Chun ✓
Notary Public, State of Hawaii
Joanne M.L. Chun
(Print/Type Name)

My commission expires: 05-09-2014

Date: <u>August 19, 2014</u>	# Pages: 24
Name: <u>Joanne M.L. Chun</u>	First Circuit
Doc. Description: Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building	
<u>Joanne M.L. Chun</u> Notary Signature	
NOTARY CERTIFICATION (Stamp or Seal)	

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
301	745,388	338	745,388
302	1,053,784	339	1,053,928
303	745,388	340	745,388
304	1,016,881	341	1,056,415
305	745,388	342	745,388
306	1,049,901	343	636,547
307	745,388	344	723,605
308	1,052,161	401	970,453
309	782,109	402	1,046,184
310	907,772	403	745,388
311	745,388	404	870,387
312	745,388	405	651,719
313	745,388	406	841,930
314	745,388	407	1,056,552
315	745,388	408	1,054,456
316	745,388	409	904,768
317	745,388	410	565,779
318	745,388	411	745,388
319	745,388	412	890,544
320	745,388	413	617,896
321	745,388	414	890,545
322	745,388	415	745,388
323	745,388	416	890,546
324	745,388	417	745,388
325	1,044,379	418	890,547
326	745,970	419	502,337
327	1,064,299	420	1,082,180
328	745,388	421	1,067,572
329	1,064,075	422	890,548
330	745,388	423	1,061,751
331	1,064,300	424	890,549
332	745,388	425	976,719
333	1,050,780	426	816,411
334	745,388	427	1,048,368
335	1,050,079	428	745,388
336	745,388	429	1,052,629
337	1,052,064	430	708,020

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
431	159,276	524	854,878
432	745,388	525	553,057
433	1,059,355	526	1,032,395
434	745,388	527	749,822
435	926,733	528	890,550
436	531,035	529	646,463
437	1,057,010	530	745,388
438	568,355	531	320,009
439	537,719	532	745,388
440	986,117	533	745,713
441	1,076,339	534	745,388
442	745,388	535	414,329
443	592,121	536	745,388
444	988,069	537	617,189
501	1,014,270	538	745,388
502	616,963	539	1,030,942
503	745,388	540	745,388
504	955,745	542	1,017,163
505	156,361	543	1,022,297
506	543,664	544	1,022,298
507	797,524	601	492,100
508	1,039,891	602	651,887
509	1,042,790	603	414,760
510	704,289	604	648,668
511	745,388	605	694,070
512	1,039,523	606	1,069,729
513	193,264	607	1,045,777
514	1,022,352	608	837,790
515	745,388	609	722,060
516	1,073,493	610	1,066,284
517	990,465	611	1,068,907
518	852,310	612	1,049,894
519	745,388	613	774,349
520	1,013,281	614	750,584
521	454,021	615	890,551
522	1,079,991	616	627,641
523	745,388	617	365,887

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
618	705,118	711	681,319
619	840,868	712	498,550
620	1,032,983	713	1,046,112
621	974,244	714	1,073,556
622	776,084	715	745,388
623	597,626	716	552,971
624	985,165	717	745,388
625	651,888	718	659,683
626	719,231	719	427,313
627	1,030,325	720	494,918
628	890,552	721	745,388
629	951,219	722	905,414
630	890,553	723	745,388
631	1,060,934	724	1,013,131
632	676,351	725	495,443
633	935,040	726	1,014,269
634	574,775	727	762,689
635	729,825	728	726,054
636	745,388	729	1,063,119
637	1,073,439	730	1,063,359
638	1,074,664	731	831,681
639	1,029,055	732	1,064,708
640	1,058,680	733	670,026
641	1,074,890	734	701,806
642	1,055,778	735	516,327
643	500,988	736	332,765
644	889,969	737	1,035,929
701	545,051	738	920,820
702	1,049,878	739	1,072,048
703	673,623	740	745,388
704	1,058,742	741	966,337
705	915,110	742	1,066,999
706	329,840	743	915,870
707	384,776	744	1,064,439
708	585,489	801	487,649
709	1,060,446	802	437,316
710	716,285	803	487,645

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
804	437,317	841	1,061,428
805	585,814	842	1,081,920
806	437,315	843	482,721
807	1,046,179	844	278,911
808	908,167	901	672,682
809	927,094	902	745,388
810	1,073,208	903	745,388
811	890,554	904	503,401
812	516,595	905	601,472
813	1,073,072	906	457,508
814	721,922	907	943,321
815	1,077,368	908	956,741
816	835,916	909	330,318
817	845,759	910	320,624
818	1,052,583	911	955,558
819	890,602	912	1,049,891
820	939,512	913	745,388
821	409,203	914	941,217
822	1,075,462	915	745,388
823	359,043	916	1,072,159
824	406,870	917	528,683
825	404,380	918	441,131
826	686,422	919	542,208
827	884,792	920	745,388
828	1,066,443	921	745,388
829	841,064	922	287,185
830	890,603	923	1,056,834
831	984,403	924	1,040,062
832	769,747	925	1,031,980
833	1,057,104	926	734,333
834	474,869	927	808,964
835	793,278	928	1,058,989
836	1,077,317	929	804,670
837	1,056,139	930	638,678
838	1,061,395	931	722,043
839	525,341	932	650,162
840	1,031,563	933	1,074,170

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
934	1,022,578	1027	1,058,321
935	233,656	1028	332,615
936	483,246	1029	1,052,541
937	957,350	1030	1,064,128
938	926,514	1031	286,706
939	459,469	1032	940,238
940	909,666	1033	1,076,110
941	807,972	1034	877,469
942	745,388	1035	1,081,567
943	856,513	1036	538,468
944	954,968	1037	1,083,287
1001	754,621	1038	1,042,198
1002	930,705	1039	755,036
1003	1,069,207	1040	745,388
1004	782,309	1041	691,163
1005	1,079,007	1042	945,825
1006	364,601	1043	836,507
1007	1,043,489	1044	1,042,358
1008	912,011	1101	1,027,458
1009	961,873	1102	1,029,767
1010	1,060,506	1103	745,388
1011	745,388	1104	181,464
1012	745,388	1105	959,849
1013	1,046,110	1106	207,606
1014	745,388	1107	1,038,432
1015	348,436	1108	430,241
1016	116,064	1109	301,525
1017	457,993	1110	721,122
1018	955,746	1111	745,388
1019	147,147	1112	745,388
1020	301,039	1113	707,954
1021	595,318	1114	570,160
1022	688,507	1115	864,617
1023	745,388	1116	732,045
1024	745,388	1117	1,069,475
1025	1,055,793	1118	708,490
1026	675,104	1119	1,068,338

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1120	953,257	1213	741,772
1121	1,062,344	1214	746,291
1122	1,068,121	1215	745,388
1123	1,067,818	1216	955,557
1124	300,876	1217	407,699
1125	463,526	1218	1,016,180
1126	776,557	1219	1,078,426
1127	502,700	1220	853,463
1128	873,047	1221	1,056,375
1129	335,200	1222	1,071,438
1130	1,072,030	1223	840,525
1131	1,015,940	1224	1,050,143
1132	994,051	1225	857,339
1133	670,582	1226	745,405
1134	994,052	1227	804,049
1135	530,726	1228	729,096
1136	705,712	1229	528,635
1137	864,577	1230	647,083
1138	701,176	1231	1,062,717
1139	565,932	1232	1,072,143
1140	1,060,066	1233	700,191
1141	1,047,020	1234	1,053,974
1142	713,561	1235	837,525
1143	605,736	1236	860,938
1144	403,969	1237	1,037,602
1201	839,915	1238	1,037,604
1202	1,009,900	1239	396,385
1203	1,082,148	1240	648,611
1204	681,670	1242	1,046,267
1205	670,337	1243	640,167
1206	1,056,976	1244	676,238
1207	1,044,627	1301	745,388
1208	410,786	1302	244,152
1209	691,374	1303	745,388
1210	1,045,987	1304	615,129
1211	745,388	1305	745,388
1212	988,608	1306	1,040,653

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1307	1,029,750	1403	547,481
1308	1,060,336	1404	844,748
1309	153,428	1405	941,208
1310	483,424	1406	487,052
1311	745,388	1407	1,081,359
1312	1,064,250	1408	837,027
1313	985,230	1409	485,501
1314	1,038,648	1410	927,096
1315	365,888	1411	661,428
1316	195,652	1412	847,001
1317	745,388	1413	1,057,586
1318	850,018	1414	1,062,265
1319	1,065,752	1415	890,605
1321	585,523	1416	1,038,953
1322	673,535	1417	635,968
1323	890,962	1418	1,054,328
1325	1,072,430	1419	839,916
1326	927,092	1421	647,859
1327	789,191	1422	1,083,474
1328	1,066,432	1423	933,201
1329	1,005,361	1424	947,564
1330	1,051,449	1425	727,598
1331	902,880	1426	639,580
1333	1,082,353	1427	543,664
1334	989,374	1428	143,592
1335	784,884	1429	648,612
1336	620,157	1430	1,040,646
1337	574,108	1431	131,236
1338	677,031	1434	492,102
1339	986,615	1435	330,124
1340	165,549	1436	1,044,788
1341	724,741	1437	1,053,313
1342	890,433	1438	770,993
1343	369,785	1439	932,229
1344	1,029,205	1440	932,230
1401	890,604	1441	1,067,943
1402	983,361	1442	1,046,575

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1443	978,299	1537	951,528
1444	482,912	1538	701,888
1501	1,045,208	1539	841,925
1502	1,081,657	1540	1,077,451
1503	1,017,244	1541	764,159
1504	308,455	1542	551,176
1505	1,029,509	1543	1,041,715
1506	1,006,067	1544	1,041,715
1507	842,912	1601	890,608
1508	722,975	1602	1,004,137
1509	981,393	1603	738,902
1510	541,831	1604	451,043
1511	1,042,808	1605	1,046,788
1512	791,518	1606	642,001
1513	890,606	1607	849,206
1514	333,168	1608	1,067,817
1515	890,607	1609	906,543
1516	708,626	1610	520,785
1517	556,171	1611	890,609
1518	1,062,618	1612	982,360
1519	1,057,547	1613	540,364
1521	680,043	1614	838,925
1522	836,523	1615	890,610
1523	601,477	1616	634,417
1524	250,336	1617	631,889
1525	1,043,141	1618	1,024,484
1526	932,023	1619	1,029,713
1527	636,463	1621	890,611
1528	922,446	1622	807,113
1529	985,046	1623	515,894
1530	879,956	1624	859,266
1531	1,081,856	1625	729,241
1532	621,516	1626	1,000,677
1533	223,909	1627	661,590
1534	805,696	1628	1,064,957
1535	737,265	1629	1,070,636
1536	865,094	1630	1,067,335

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1631	1,041,979	1726	535,090
1634	526,956	1727	846,717
1635	738,900	1728	1,080,227
1636	860,937	1729	203,423
1637	803,115	1730	888,390
1638	965,194	1731	996,234
1639	915,417	1732	963,590
1640	965,195	1733	612,423
1641	1,074,418	1734	1,064,074
1642	1,063,584	1735	1,030,686
1643	695,022	1736	270,640
1644	860,142	1737	817,688
1701	890,612	1738	872,789
1702	808,928	1739	724,447
1703	922,560	1740	1,064,550
1704	1,067,996	1741	888,043
1705	964,587	1742	554,705
1706	1,069,161	1743	486,131
1707	949,241	1744	557,392
1708	1,072,515	1801	1,061,692
1709	1,038,199	1802	988,978
1710	1,082,157	1803	1,079,382
1711	537,838	1804	1,037,677
1712	994,549	1805	1,054,108
1713	922,561	1806	1,060,508
1714	854,154	1807	745,388
1715	922,562	1808	424,092
1716	1,008,907	1809	303,359
1717	841,016	1810	406,533
1718	1,005,077	1811	745,388
1719	654,371	1812	967,295
1720	1,022,203	1813	745,388
1721	767,520	1814	839,308
1722	862,783	1815	745,388
1723	1,082,883	1816	1,061,854
1724	531,934	1817	434,641
1725	948,805	1818	1,029,674

EXHIBIT A
Iikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
1819	806,505	1911	922,563
1820	1,018,106	1912	959,936
1821	472,119	1913	768,754
1822	343,617	1914	843,740
1823	745,388	1915	589,243
1825	193,149	1916	841,347
1826	648,610	1917	661,983
1827	799,269	1918	821,565
1828	1,059,257	1919	579,210
1829	1,077,354	1920	905,483
1830	1,020,128	1921	914,255
1831	971,158	1922	294,095
1833	863,682	1923	1,070,130
1834	455,576	1924	512,433
1835	837,664	1925	768,840
1836	1,045,941	1926	1,001,958
1837	258,013	1927	861,204
1838	808,929	1928	873,020
1839	479,481	1929	705,681
1840	209579, 209580, 209581, 209582 & 209583	1930	1,018,750
1841	1,038,264	1931	487,007
1842	663,979	1934	968,527
1843	718,329	1935	1,036,579
1844	688,414	1936	1,072,479
1901	399,237	1937	1,011,775
1902	933,203	1938	780,686
1903	1,072,225	1939	1,060,625
1904	635,005	1940	467,857
1905	1,003,312	1941	146,296
1906	1,060,507	1942	449,540
1907	925,771	1943	598,630
1908	840,501	1944	1,070,914
1909	606,458	2001	922,564
1910	863,680	2002	1,079,437
		2003	922,565
		2004	996,811
		2005	922,566

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2006	837,524	2043	632,759
2007	922,567	2044	632,759
2008	912,572	2101	922,993
2009	1,037,452	2102	836,461
2010	905,732	2103	922,994
2011	922,568	2104	1,077,007
2012	845,760	2105	922,995
2013	922,569	2106	860,129
2014	837,820	2107	922,996
2015	922,570	2108	1,032,751
2016	1,003,976	2109	761,222
2017	922,992	2110	1,083,029
2018	725,055	2111	922,997
2019	1,030,561	2112	993,905
2020	1,041,204	2113	922,998
2021	853,261	2114	832,602
2022	927,921	2115	922,999
2023	904,913	2116	1,068,871
2024	821,564	2117	923,000
2025	285,172	2118	1,069,650
2026	565,780	2119	923,001
2027	1,013,132	2120	620,614
2028	853,209	2121	939,282
2029	848,915	2122	1,082,803
2030	871,646	2123	946,769
2031	1,081,592	2124	848,118
2032	1,058,496	2125	592,213
2033	839,382	2126	1,028,522
2034	847,167	2127	1,023,814
2035	908,634	2128	1,080,046
2036	848,886	2129	1,033,362
2037	770,233	2130	986,959
2038	891,052	2131	841,346
2039	836,794	2132	1,046,180
2040	1,004,984	2133	526,955
2041	633,899	2134	1,061,686
2042	275,013	2135	314,298

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2136	600,473	2229	951,814
2137	1,051,805	2230	951,815
2138	648,139	2231	951,815
2139	938,987	2232	951,815
2140	620,103	2233	951,816
2141	507,586	2234	951,816
2142	384,962	2235	951,816
2143	292,654	2236	951,817
2144	421,641	2237	951,817
2201	951,805	2238	951,817
2202	951,805	2239	951,818
2203	951,805	2240	951,818
2204	951,806	2241	951,818
2205	951,806	2242	951,819
2206	951,806	2243	951,819
2207	951,807	2244	951,820
2208	951,807	2301	951,820
2209	951,807	2302	951,821
2210	951,808	2303	951,821
2211	951,808	2304	951,821
2212	951,808	2305	951,822
2213	951,809	2306	951,822
2214	951,809	2307	951,822
2215	951,809	2308	951,823
2216	951,810	2309	951,823
2217	951,810	2310	951,823
2218	951,810	2311	951,824
2219	951,811	2312	951,824
2220	951,811	2313	951,824
2221	951,811	2314	951,825
2222	951,812	2315	951,825
2223	951,812	2316	951,825
2224	951,812	2317	951,826
2225	951,813	2318	951,826
2226	951,813	2319	951,826
2227	951,814	2320	951,827
2228	951,814	2321	951,827

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2322	951,827	2415	951,841
2323	951,828	2416	951,841
2324	951,828	2417	951,841
2325	951,828	2418	951,842
2326	951,829	2419	951,842
2327	951,829	2420	951,842
2328	951,829	2421	951,843
2329	951,830	2422	951,843
2330	951,830	2423	951,843
2331	951,830	2424	951,844
2332	951,831	2425	951,844
2333	951,831	2426	951,845
2334	951,831	2427	951,845
2335	951,832	2428	951,846
2336	951,832	2429	951,846
2337	951,832	2430	951,846
2338	951,833	2431	951,847
2339	951,833	2432	951,847
2340	951,833	2433	951,847
2341	951,834	2434	951,848
2342	951,835	2435	951,848
2343	951,835	2436	951,848
2344	951,836	2437	951,849
2401	951,836	2438	951,849
2402	951,834	2439	951,849
2403	951,834	2440	951,850
2404	951,837	2441	951,850
2405	951,837	2442	951,850
2406	951,837	2443	951,851
2407	951,838	2444	951,851
2408	951,838	2501	951,852
2409	951,838	2502	951,852
2410	951,839	2503	951,852
2411	951,839	2504	951,853
2412	951,840	2505	951,853
2413	951,840	2506	951,853
2414	951,840	2507	951,854

EXHIBIT A
Ilikai Apartment Building
Land Court Condo Map No. 3

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.	Unit No.	TCT No.
2508	951,854	PH2601	562,724
2509	951,854	PH2602	1,066,718
2510	951,855	PH2603	1,017,245
2511	951,855	PH2604	464,468
2512	951,856	PH2605	686,508
2513	951,856	PH2606	1,060,505
2514	951,856	PH2607	1,079,057
2515	951,857	PH2608	477,988
2516	951,857	PH2609	213,620
2517	951,857	PH2610	465,906
2518	951,858	PH2611	842,028
2519	951,858	PH2612	970,741
2520	951,858	PH2613	970,740
2521	951,859	Commercial Area No. 50	951,785
2522	951,859	Commercial Area No. 101	1,056,071
2523	951,859	Commercial Area No. 102	1,056,071
2524	951,860	Commercial Area No. 103	1,056,071
2525	951,860	Commercial Area No. 104	974,020
2526	951,861	Commercial Area No. 105	951,789
2527	951,861	Commercial Area No. 200	1,056,071
2528	951,861	Commercial Area No. 201	1,056,071
2529	951,862	Commercial Area No. 202	1,056,071
2530	951,862	Commercial Area No. 203	951,788
2531	951,862	Commercial Area No. 204	951,793
2532	951,863	Commercial Area No. 205	951,794
2533	951,863	Garage Area No. 1	951,784
2534	951,863	Sky Room 30	951,783
2535	951,864	Laundry Area Nos. 350-A to 350-W	951,782
2536	951,864	Storage Area Nos. 300-A to 300-W	951,781
2537	951,864		
2538	951,865		
2539	951,865		
2540	951,865		
2541	951,866		
2542	951,866		
2543	951,866		
2544	951,867		

Ilikai Apartment Building

Current Unaudited Financial Documents



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.



HAWAIIAN PROPERTIES, LTD.

1165 Bethel St., 2nd Floor
Honolulu, HI 96813

Tel: (808) 539-9777
Fax: (808) 521-2714

AOAO ILIKAI APARTMENT BLDG.

Unaudited Financial Statements

Period Ending January 31, 2021

Contents:

Balance Sheet
Receipts & Disbursement Statement
Account Reserve Accounts Summary

AOAO Ilikai Apartment Bldg.
Balance Sheet
January 31, 2021

Assets

Current Assets

Operating:

804-1000 Operating Cash	\$ 871,880.87
804-1002 Cash - Expense Account	414.32
804-1020 Petty Cash	<u>200.00</u>

Total Operating \$ 872,495.19

Reserves:

804-1025 Territorial Savings	\$ 207,621.47
804-1099 Mutual Omaha Bank - M/M	484,760.00
804-1108 Wells Fargo Advisory MMKT	<u>5,336,388.51</u>

Total Reserves \$ 6,028,769.98

Total Current Assets \$ 6,901,265.17

Long Term Assets

Total Long Term Assets _____

Total Assets \$ 6,901,265.17

Liabilities and Equity

Current Liabilities

Total Current Liabilities _____

Long Term Liabilities

Long Term Liabilities _____

Total Liabilities _____

Equity

804-3100 Retained Earnings	\$ 6,564,598.38
804-3200 Bad Debt Expense	
Net Income	<u>336,666.79</u>

Total Equity \$ 6,901,265.17

Total Liabilities & Equity \$ 6,901,265.17

AOAO Ilikai Apartment Bldg.
 RECEIPTS AND DISBURSEMENTS STATEMENT
 Period: January 1, 2021 to January 31, 2021

Prepared by: HAWAIIAN PROPERTIES, LTD.

Account Description	CURRENT MONTH				YEAR-TO-DATE			
	Current	Current	Current	Current	YTD	YTD	YTD	YTD
	Actual	Budget	Var \$	Var %	Actual	Budget	Var \$	Var %
OPERATING RECEIPTS								
804-4100Maintenance Fee	\$ 600,251.85	\$ 612,424.00	\$ (12,172.15)	98.01 %	\$ 600,251.85	\$ 612,424.00	\$ (12,172.15)	(1.99) %
804-4124Recycling Income	-	600.00	(600.00)	-	-	600.00	(600.00)	(100.00) %
804-4125Electricity Reimbursemen	66,801.01	140,000.00	(73,198.99)	47.72 %	66,801.01	140,000.00	(73,198.99)	(52.28) %
804-4140Late Fees	75.00	-	75.00	-	75.00	-	75.00	-
804-4250Interest Income-Reserves	8,434.14	10,000.00	(1,565.86)	84.34 %	8,434.14	10,000.00	(1,565.86)	(15.66) %
804-4510Cable Receipts	50,224.63	51,082.75	(858.12)	98.32 %	50,224.63	51,082.75	(858.12)	(1.68) %
804-4900Miscellaneous	1,580.00	1,500.00	80.00	105.33 %	1,580.00	1,500.00	80.00	5.33 %
TOTAL OPERATING RECEIPTS	\$ 727,366.63	\$ 815,606.75	\$ (88,240.12)	89.18 %	\$ 727,366.63	\$ 815,606.75	\$ (88,240.12)	(10.82) %
NON-OPERATING RECEIPTS								
TOTAL NON-OPERATING RECEIPTS	-	-	-	-	-	-	-	-
TOTAL CASH RECEIPTS	\$ 727,366.63	\$ 815,606.75	\$ (88,240.12)	89.18 %	\$ 727,366.63	\$ 815,606.75	\$ (88,240.12)	(10.82) %
OPERATING EXPENSES								
UTILITIES								
804-5110Electricity	\$ 116,986.56	\$ 200,000.00	\$ (83,013.44)	58.49 %	\$ 116,986.56	\$ 200,000.00	\$ (83,013.44)	(41.51) %
804-5115Gas	-	26,349.33	(26,349.33)	-	-	26,349.33	(26,349.33)	(100.00) %
804-5120Water	12,201.46	27,258.92	(15,057.46)	44.76 %	12,201.46	27,258.92	(15,057.46)	(55.24) %
804-5121Sewer	66,300.84	80,730.92	(14,430.08)	82.13 %	66,300.84	80,730.92	(14,430.08)	(17.87) %
804-5126Telephone	1,222.30	1,500.00	(277.70)	81.49 %	1,222.30	1,500.00	(277.70)	(18.51) %
804-5510Cable TV, WiFi	102,050.82	51,082.75	50,968.07	199.78 %	102,050.82	51,082.75	50,968.07	99.78 %
TOTAL UTILITIES	\$ 298,761.98	\$ 386,921.92	\$ (88,159.94)	77.22 %	\$ 298,761.98	\$ 386,921.92	\$ (88,159.94)	(22.78) %
CONTRACTS								
804-5125Contract - Refuse	\$ 9,723.54	\$ 15,049.50	\$ (5,325.96)	64.61 %	\$ 9,723.54	\$ 15,049.50	\$ (5,325.96)	(35.39) %
804-5128Contract - Parking Expen	-	1,500.00	(1,500.00)	-	-	1,500.00	(1,500.00)	(100.00) %
804-5130Contract - Lobby Plants	549.75	900.00	(350.25)	61.08 %	549.75	900.00	(350.25)	(38.92) %
804-5131Contract - Fire System	1,570.68	1,605.00	(34.32)	97.86 %	1,570.68	1,605.00	(34.32)	(2.14) %
804-5132Contract - Janitorial	48,637.80	53,470.00	(4,832.20)	90.96 %	48,637.80	53,470.00	(4,832.20)	(9.04) %
804-5140Contract - Security	32,712.42	69,224.92	(36,512.50)	47.26 %	32,712.42	69,224.92	(36,512.50)	(52.74) %

**AOAO Ilikai Apartment Bldg.
RECEIPTS AND DISBURSEMENTS STATEMENT
Period: January 1, 2021 to January 31, 2021**

Prepared by: HAWAIIAN PROPERTIES, LTD.

Account Description	Current		Current		Current	YTD		YTD		YTD
	Actual	Budget	Var \$	Var %		Actual	Budget	Var \$	Var %	
REPAIRS & MAINTENANCE										
804-5198R&M - Plumbing	\$ 1,628.22	\$ 1,500.00	\$ 128.22	108.55 %	\$ 1,628.22	\$ 1,500.00	\$ 128.22	8.55 %		
804-5202R&M - Building	-	500.00	(500.00)	-	-	500.00	(500.00)	(100.00)		
804-5203R&M - Electrical	-	100.00	(100.00)	-	-	100.00	(100.00)	(100.00)		
804-5208R&M - Grounds	19.06	465.00	(445.94)	4.10	19.06	465.00	(445.94)	(95.90)		
804-5210R&M - Equipment	-	1,500.00	(1,500.00)	-	-	1,500.00	(1,500.00)	(100.00)		
804-5224R&M - Fire System	906.31	2,000.00	(1,093.69)	45.32	906.31	2,000.00	(1,093.69)	(54.68)		
804-5229R&M - Elevator	2,055.28	2,300.00	(244.72)	89.36	2,055.28	2,300.00	(244.72)	(10.64)		
804-5238R&M - Pool Supplies	-	2,200.00	(2,200.00)	-	-	2,200.00	(2,200.00)	(100.00)		
804-5240Supplies - Painting	453.00	1,000.00	(547.00)	45.30	453.00	1,000.00	(547.00)	(54.70)		
804-5245Supplies - Building	-	1,800.00	(1,800.00)	-	-	1,800.00	(1,800.00)	(100.00)		
804-5247Supplies - Electrical &	-	500.00	(500.00)	-	-	500.00	(500.00)	(100.00)		
804-5301Janitorial Supplies	1,151.73	4,500.00	(3,348.27)	25.59	1,151.73	4,500.00	(3,348.27)	(74.41)		
TOTAL REPAIRS & MAINTENANCE	\$ 6,213.60	\$ 18,365.00	\$ (12,151.40)	33.83 %	\$ 6,213.60	\$ 18,365.00	\$ (12,151.40)	(66.17) %		
PAYROLL										
804-5402Payroll - General Mgr	\$ 14,307.70	\$ 15,793.67	\$ (1,485.97)	90.59 %	\$ 14,307.70	\$ 15,793.67	\$ (1,485.97)	(9.41) %		
804-5406Payroll - Administrative	6,457.39	3,861.00	2,596.39	167.25	6,457.39	3,861.00	2,596.39	67.25		
804-5410Insurance - Medical	1,220.24	1,245.33	(25.09)	97.99	1,220.24	1,245.33	(25.09)	(2.01)		
804-5411Insurance - Work Comp	-	500.00	(500.00)	-	-	500.00	(500.00)	(100.00)		
804-5412Insurance - TDI	127.79	60.00	67.79	212.98	127.79	60.00	67.79	112.98		
804-5426Taxes - Payroll	1,825.90	1,400.00	425.90	130.42	1,825.90	1,400.00	425.90	30.42		
TOTAL PAYROLL	\$ 23,939.02	\$ 22,860.00	\$ 1,079.02	104.72 %	\$ 23,939.02	\$ 22,860.00	\$ 1,079.02	4.72 %		

**AOAO Ilikai Apartment Bldg.
 RECEIPTS AND DISBURSEMENTS STATEMENT
 Period: January 1, 2021 to January 31, 2021**

Prepared by: HAWAIIAN PROPERTIES, LTD.

Account Description	Current	Current	Current	Current	YTD Actual	YTD Budget	YTD	YTD	YTD Actual	YTD Budget	YTD	YTD	
	Actual	Budget	Var \$	Var %		Var \$	Var %	Var \$		Var %			
ADMINISTRATION													
804-5308Administration Expense	\$ 12,530.52	\$ 7,250.00	\$ 5,280.52	172.83 %	\$ 12,530.52	\$ 7,250.00	\$ 5,280.52	72.83 %	\$ 12,530.52	\$ 7,250.00	\$ 5,280.52	72.83 %	
804-5309Administrative-Site Offi	1,302.31	2,370.00	(1,067.69)	54.95	1,302.31	2,370.00	(1,067.69)	(45.05)	1,302.31	2,370.00	(1,067.69)	(45.05)	
804-5401Property Management Fee	6,581.00	6,581.00	-	100.00	6,581.00	6,581.00	-	-	6,581.00	6,581.00	-	-	
804-5480Entertainment & Decor	769.63	3,905.50	(3,135.87)	19.71	769.63	3,905.50	(3,135.87)	(80.29)	769.63	3,905.50	(3,135.87)	(80.29)	
804-5513Annual/BOD Meetings	-	1,000.00	(1,000.00)	-	-	1,000.00	(1,000.00)	(100.00)	-	1,000.00	(1,000.00)	(100.00)	
804-5515Unit C-106 Sec Office	4,144.22	4,144.00	.22	100.01	4,144.22	4,144.00	.22	.01	4,144.22	4,144.00	.22	.01	
804-5516Unit C-206 Sec Office	4,144.22	4,144.00	.22	100.01	4,144.22	4,144.00	.22	.01	4,144.22	4,144.00	.22	.01	
804-5517Unit C-106, C-206 Propert	-	500.00	(500.00)	-	-	500.00	(500.00)	(100.00)	-	500.00	(500.00)	(100.00)	
804-5519Biennial Condo Registrat	-	907.00	(907.00)	-	-	907.00	(907.00)	(100.00)	-	907.00	(907.00)	(100.00)	
TOTAL ADMINISTRATION	\$ 29,471.90	\$ 30,801.50	\$ (1,329.60)	95.68 %	\$ 29,471.90	\$ 30,801.50	\$ (1,329.60)	(4.32) %	\$ 29,471.90	\$ 30,801.50	\$ (1,329.60)	(4.32) %	
INSURANCE & OTHER EXPENSES													
804-5413Insurance - Package	-	\$ 51,852.75	\$ (51,852.75)	-	-	\$ 51,852.75	\$ (51,852.75)	(100.00)	-	\$ 51,852.75	\$ (51,852.75)	(100.00)	
804-5424Insurance - Forced Place	(394.00)	-	(394.00)	-	(394.00)	-	(394.00)	-	(394.00)	-	(394.00)	-	
TOTAL INSURANCE & OTHER	\$ (394.00)	\$ 51,852.75	\$ (52,246.75)	(.76) %	\$ (394.00)	\$ 51,852.75	\$ (52,246.75)	(100.76) %	\$ (394.00)	\$ 51,852.75	\$ (52,246.75)	(100.76) %	
TAXES, PERMIT, OTHER													
804-5415Accounting & Auditing	-	\$ 1,000.00	\$ (1,000.00)	-	-	\$ 1,000.00	\$ (1,000.00)	(100.00)	-	\$ 1,000.00	\$ (1,000.00)	(100.00)	
804-5417Legal Fees - Association	-	5,000.00	(5,000.00)	-	-	5,000.00	(5,000.00)	(100.00)	-	5,000.00	(5,000.00)	(100.00)	
804-5418Legal Fees - Collections	2,400.00	500.00	1,900.00	480.00	2,400.00	500.00	1,900.00	380.00	2,400.00	500.00	1,900.00	380.00	
804-5425General Excise Tax	251.19	400.00	(148.81)	62.80	251.19	400.00	(148.81)	(37.20)	251.19	400.00	(148.81)	(37.20)	
804-5429Taxes - Income	-	2,000.00	(2,000.00)	-	-	2,000.00	(2,000.00)	(100.00)	-	2,000.00	(2,000.00)	(100.00)	
804-5511Professional Fees	610.00	550.00	60.00	110.91	610.00	550.00	60.00	10.91	610.00	550.00	60.00	10.91	
804-5510Miscellaneous Expense	(120.00)	50.00	(170.00)	(240.00)	(120.00)	50.00	(170.00)	(340.00)	(120.00)	50.00	(170.00)	(340.00)	
TOTAL TAXES, PERMIT, OTHER	\$ 3,141.19	\$ 9,500.00	\$ (6,358.81)	33.07 %	\$ 3,141.19	\$ 9,500.00	\$ (6,358.81)	(66.93) %	\$ 3,141.19	\$ 9,500.00	\$ (6,358.81)	(66.93) %	
TOTAL OPERATING EXPENSES	\$ 533,474.94	\$ 767,511.26	\$ (234,036.32)	69.51 %	\$ 533,474.94	\$ 767,511.26	\$ (234,036.32)	(30.49) %	\$ 533,474.94	\$ 767,511.26	\$ (234,036.32)	(30.49) %	
CAPITAL EXPENSES													
804-5995Major Project Expense	\$ (142,775.10)	\$ 124,750.00	\$ (267,525.10)	(114.45) %	\$ (142,775.10)	\$ 124,750.00	\$ (267,525.10)	(214.45) %	\$ (142,775.10)	\$ 124,750.00	\$ (267,525.10)	(214.45) %	
TOTAL CAPITAL EXPENSES	\$ (142,775.10)	\$ 124,750.00	\$ (267,525.10)	(114.45) %	\$ (142,775.10)	\$ 124,750.00	\$ (267,525.10)	(214.45) %	\$ (142,775.10)	\$ 124,750.00	\$ (267,525.10)	(214.45) %	
TOTAL EXPENSES	\$ 390,699.84	\$ 892,261.26	\$ (501,561.42)	43.79 %	\$ 390,699.84	\$ 892,261.26	\$ (501,561.42)	(56.21) %	\$ 390,699.84	\$ 892,261.26	\$ (501,561.42)	(56.21) %	

AOAO Ilikai Apartment Bldg.
 RECEIPTS AND DISBURSEMENTS STATEMENT
 Period: January 1, 2021 to January 31, 2021

Prepared by: HAWAIIAN PROPERTIES, LTD.

NET INCOME / (LOSS)		<u>\$ 336,666.79</u>	<u>\$ (76,654.51)</u>	<u>\$ 413,321.30</u>	<u>(539.20)</u>	<u>\$ 336,666.79</u>	<u>\$ (76,654.51)</u>	<u>\$ 413,321.30</u>	<u>(539.20)</u>
RESERVE TRANSACTIONS									
804-5850 Transfer to Reserves	\$ 527,271.00	\$ 42,511.17	\$ 484,759.83	1,140.31	%	\$ 527,271.00	\$ 42,511.17	\$ 484,759.83	1,140.31
804-5851 Transfer from Reserves	-	(124,750.00)	124,750.00	(100.00)	%	-	(124,750.00)	124,750.00	(100.00)
804-5852 Interest Added to Resery	<u>8,434.14</u>	-	<u>8,434.14</u>	-	%	<u>8,434.14</u>	-	<u>8,434.14</u>	-
TOTAL RESERVE TRANSACTIONS	<u>\$ 535,705.14</u>	<u>\$ (82,238.83)</u>	<u>\$ 617,943.97</u>	<u>(751.40)</u>	%	<u>\$ 535,705.14</u>	<u>\$ (82,238.83)</u>	<u>\$ 617,943.97</u>	<u>(751.40)</u>

AOAO Iikai Apartment Bldg.
 RESERVE ACCOUNTS
 FOR THE MONTH OF: JANUARY, 2021

ACCT NAME	BANK NAME	TYPE	DATE OPENED	MATURITY DATE	INT RATE	BEGINNING BALANCE	TRANSFERS TO/(FROM)	ENDING BALANCE
804CT-ICS	CIT ICS	MONEY MARKET	01-19-21			.00	484,760.00	484,760.00
804TERRSAV	TERRITORIAL SAVINGS BANK	SAVINGS	10-14-11			165,110.47	42,511.00	207,621.47
804WFMAMMKT	804 WELLS FARGO ADVISORS MM	MONEY MARKET	01-31-12			5,327,954.37	8,434.14	5,336,388.51
TOTALS						<u>5,493,064.84</u>	<u>535,705.14</u>	<u>6,028,769.98</u>

Ilikai Apartment Building

Insurance Summary



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

**OWNERS OF ILIKAI APARTMENT BUILDING INC.
2020 INSURANCE SUMMARY**

Type of Policy/Carrier	Coverage	Annual Premiums
COMMERCIAL PROPERTY DB INSURANCE COMPANY, LTD. POLICY NO.: DPP200151500 Effective: 09/01/2020 – 09/01/2021 AM Best Rated A XV, Admitted	Special Peril Form Property Coverage/Replacement Cost Valuation Blanket Building & Contents Limit \$316,958,600 Equipment Breakdown Included Ordinance or Law (Coverage A) Included Ordinance or Law (Coverage B & C) \$5,000,000 Deductible: All Other Perils \$25,000 Hurricane 2% of Total Insurable Values	\$348,753.00
COMMERCIAL GENERAL LIABILITY DB INSURANCE COMPANY, LTD. POLICY NO.: DPP200151500 Effective: 09/01/2020 – 09/01/2021 AM Best Rated A XV, Admitted	General Aggregate \$2,000,000 Products – Completed Operations Aggregate Limit Not Applicable Each Occurrence \$1,000,000 Personal Injury & Advertising Injury \$1,000,000 Fire Damage Legal Liability \$100,000 Medical Payments \$5,000 Hired/Non-Owned Automobile Liability (BI/PD) \$1,000,000	\$41,456.00
FLOOD FIRST INSURANCE COMPANY OF HAWAII (National Flood Insurance Program) POLICY NO.: 0002010619 Effective: 09/01/2020 – 09/01/2021 Federal Government Program AM Best Rated A+ IX, Admitted	Building Coverage \$500,000 Deductible \$25,000 Contents \$500,000 Deductible \$25,000	\$4,996.00
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY FIRSTCOMP INSURANCE COMPANY Policy No.: TBD Effective: 09/01/2020 – 09/01/2021 AM Best Rated A XV, Admitted	Workers Compensation Coverage Statutory Benefits Employers' Liability: Bodily Injury By Accident \$500,000 Bodily Injury by Disease Each Employee \$500,000 Bodily Injury by Disease Policy Limit \$500,000	\$5,824.00
CRIME (FIDELITY) TRAVELERS CASUALTY AND SURETY COMPANY Policy No.: 105829676 Effective: 09/01/2018 – 09/01/2021 AM Best Rated A++ XV, Admitted	Employee Theft (\$5,000 deductible) \$600,000 ERISA Fidelity (\$0 deductible) \$600,000 Claims Expense (\$0 deductible) \$5,000	\$704.00 Annual installment
UMBRELLA LIABILITY GREENWICH INSURANCE CO. Policy No.: PPP7461434 Effective: 09/01/2020 – 09/01/2021 AM Best Rated A+ XV, Admitted	Each Occurrence Limit \$25,000,000 Aggregate Limit \$25,000,000 Self-Insured Retention \$0	\$16,109.00
DIRECTORS' & OFFICERS' LIABILITY INCL. EMPLOYMENT PRACTICES LIABILITY RSUI INDEMNITY COMPANY Policy No.: TBD Effective: 09/01/2020 – 09/01/2021 AM Best Rated: A+ XIV, Admitted	Limit of Liability \$2,000,000 Retention \$35,000 Prior & Pending Date: 10/01/2011	\$40,110.00
➤ Total Premium (Including Taxes and Fees)		\$457,952.00

Atlas Insurance Agency
 201 Merchant Street, Suite 1100
 Honolulu, HI 96813
 September 10, 2020

Elaine Panlilio, Account Executive
 Tel # 808-533-8766
 Fax # 808-550-1052
epanlilio@atlasinsurance.com

This summary of coverage is intended to facilitate your understanding of the insurance program we have proposed.
 However, it is not intended to replace or supersede any original insurance contracts.

- **Buildings Covered**
Exterior and interior walls, floors, ceilings and common building elements, including elevators, or as defined by the Association's bylaws. Fixtures including, but not limited to built-in appliances (i.e., refrigerators, cooking ranges), cabinets, drapes, wall to wall carpeting in accordance with the as-built condominium plans and specifications (**of like, kind or quality of that originally installed**).
Note: If any of the original fixtures, cabinets, flooring, countertops, etc. were upgraded by the unit owner, the policy would only cover the replacement of the original fixture and not the upgraded fixture, cabinets, flooring, countertops, etc.
- **Personal Property Covered**
Property owned by the Association including furniture, fixtures, equipment and supplies in which each of the condominium unit owners has an undivided interest, such as lobby and pool furniture and maintenance equipment.
Note: Household and personal property owned by, used by, or in the care, custody or control of the owner of a condominium unit are **NOT Covered**.
Examples Include the following: unattached rugs, screen paneling, alterations, additions and upgrades to the condominium units, personal property, stocks of merchandise, furniture, watercraft, vehicles, jewelry, fine arts, furs, animals, money, securities, etc.
(It is the unit owner's responsibility to secure personal property coverage)
- **General Liability Covered**
Legal Liability for the Association, which results from Bodily Injury or Property Damage arising out of Premises and Operations, Products/Completed Operations or Personal Injury. Usually this involves common area injuries or losses
Note: Coverage is not provided for individual unit owners' personal liability. (It is the unit owner's responsibility to secure personal liability coverage)

Atlas Insurance Agency also has a personal lines department that helps unit owners purchase personal lines insurance policies usually known as HO-6, that provide unit owners with the important additional coverage that most AOA's recommend. This coverage includes personal liability, loss assessment, building improvement and personal property coverage. Atlas' personal lines department will review your situation and recommend an insurance company and insurance policy that provides the best combination of coverage, customer service and price. Please call or email Fe Valinton at 808-533-8663 or fvalinton@atlasinsurance.com, if you have any questions or need to purchase coverage.

FOR LENDER REQUESTS FOR PROOF OF INSURANCE OR CERTIFICATES:

EMAIL: AOAOCert@atlasinsurance.com FAX: 808-550-1155

or send to

Atlas Insurance Agency, Attn: AOA Group,
201 Merchant Street, Suite 1100
Honolulu, HI 96813

Atlas Insurance Agency
201 Merchant Street, Suite 1100
Honolulu, HI 96813
September 10, 2020

Elaine Panlilio, Account Executive
Tel # 808-533-8766
Fax # 808-550-1052
epanlilio@atlasinsurance.com

This summary of coverage is intended to facilitate your understanding of the insurance program we have proposed.
However, it is not intended to replace or supersede any original insurance contracts.

Ilikai Apartment Building

Regular Meeting Minutes



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

MINUTES

**AOAO ILIKAI APARTMENT BUILDING INC.
SPECIAL MEETING OF THE BOARD OF DIRECTORS
The Ilikai Honolulu, Hawaii – AOA Conference Room 226
Via Teleconference
3:30 P.M. - Wednesday, November 18, 2020**

- I. CALL TO ORDER:** Noting the presence of a quorum, President Dookchitra called the meeting to order at 3:34 p.m.

Present: President Ben Dookchitra (teleconference), Vice President Charles Carroll (teleconference), Treasurer Linda Kolstad (teleconference), Secretary Lea Sasak (teleconference), Director Neil Silva (teleconference), Director Nancy Sulse and (teleconference), Lonnie Kelley (teleconference) and Director Dass Ramadass (teleconference)

Not Present: Director Mike Ako

Invited: Chris Porter, Association Attorney (teleconference)
Christian Kamau, Association Attorney (teleconference)
Jeff Dickinson, Property Manager, Hawaiian Properties, Ltd. (teleconference)
Rob Johnson, General Manager

- II. NEW BUSINESS:**

The Board convened into Executive Session to discuss legal and contract matters at 3:36 p.m.

The Board reconvened into Regular Session at 4:19 p.m.

- III. ADJOURNMENT:** President Dookchitra moved to adjourn the Board meeting at 4:20 p.m. The motion was seconded and carried unanimously.

Submitted By:

Rob Johnson, Recording Secretary

Lea Sasak, Secretary of Board

MINUTES

**AOAO ILIKAI APARTMENT BUILDING INC.
SPECIAL MEETING OF THE BOARD OF DIRECTORS
The Ilikai Honolulu, Hawaii – AOA Conference Room 226
Via Teleconference
1:30 P.M. - Tuesday, September 8, 2020**

- I. **CALL TO ORDER:** Noting the presence of a quorum, President Dookchitra called the meeting to order at 1:35 p.m.

Present: President Ben Dookchitra (teleconference), Vice President Charles Carroll (teleconference), Treasurer Linda Kolstad (teleconference), Secretary Lea Sasak (teleconference), Director John Hall (teleconference), Director Nancy Sulse and (teleconference) and Director Dass Ramadass (teleconference)

Not Present: Director Bill Moore and Director Gary Westernoff

Invited: Chris Porter, Association Attorney (teleconference)
Christian Kamau, Association Attorney (teleconference)
Ron Tsukamaki, Atlas Insurance (teleconference)
Jeff Dickinson, Property Manager, Hawaiian Properties, Ltd. (teleconference)
Rob Johnson, General Manager

- II. **NEW BUSINESS:**

The Board convened into Executive Session to discuss Insurance related matters at 1:37 p.m.

The Board reconvened into Regular Session at 2:09 p.m.

- III. **ADJOURNMENT:** President Dookchitra moved to adjourn the Board meeting at 2:10 p.m. The motion was seconded and carried unanimously.

Submitted By:

Rob Johnson, Recording Secretary

Lea Sasak, Secretary of Board

MINUTES

**AOAO ILIKAI APARTMENT BUILDING INC.
SPECIAL MEETING OF THE BOARD OF DIRECTORS
The Ilikai Honolulu, Hawaii – AOA Conference Room 226
Via Teleconference
Monday, August 10, 2020**

I. CALL TO ORDER: Noting the presence of a quorum, President Dookchitra called the meeting to order at 2:04 p.m.

Present: President Ben Dookchitra (teleconference), Vice President Charles Carroll (teleconference), Director Dass Ramadass (teleconference), Secretary Lea Sasak (teleconference), Director John Hall (teleconference), Director Gary Westernoff (teleconference) and Director Nancy Sulse at 2:25 p.m. (teleconference)

Not Present: Treasurer William Moore

Invited: Jeff Dickinson, Property Manager, Hawaiian Properties, Ltd. (teleconference)
Chris Porter, Association Attorney (teleconference)
Vanessa Wen, Association Attorney (teleconference)
Rob Johnson, General Manager

II. BUSINESS ITEMS:

I. NEW BUSINESS

- A. President Dookchitra moved to approve the JP Fire Safety LLC proposal for \$3,455.52 per annually. The motion was seconded and carried unanimously 7-0.

The Board convened into Executive Session at 2:20 p.m.
The Board reconvened into Regular Session at 3:01 p.m.

- B. President Dookchitra moved to approve the Seal Masters Change Order #5 subject to AOA counsel seeking a credit for contractual adding error, Architect/Engineer final sign off and warranty clarification on standing water. The motion was seconded and passed 6-0-2 with Director Westernoff and Director Sasak abstaining
- C. President Dookchitra moved to approve the Seal Masters RFI #15 for fireproofing the elevated walkway steel beams at the loading dock. The motion was seconded and carried unanimously 8-0.

III. **ADJOURNMENT**: There being no further business to discuss and hearing no objections the regular meeting was adjourned at 3:09 p.m.

IV. **NEXT MEETING**: TBD

Submitted By:

Rob Johnson, Recording Secretary

Lea Sasak, Secretary of Board

Ilikai Apartment Building

Rules and Regulations



HAWAIIAN PROPERTIES, LTD.

Building Relationships that Last.

OWNERS OF ILIKAI APARTMENT BUILDING, INC.
REVISED HOUSE RULES
January 1, 2017

The primary purpose of these House Rules is to help protect all owners/occupants from annoyance and nuisance caused by improper use of the Ilikai and also to help protect the reputation and desirability of the Ilikai by providing maximum enjoyment of the premises. These House Rules may be amended by action of the Board of Directors of the Owners of Ilikai Apartment Building, Inc.

The full authority and responsibility of enforcing said rules may be delegated to a Managing Agent by the Board. All owners/occupants, tenants, and their guests shall be bound by these rules and by standards of reasonable conduct whether they are covered by these rules or not. Neither the Board of Directors nor the Managing Agent shall be responsible for non-compliance or violations of said rules by the owners/occupants, tenants and their guests.

ADDITIONAL RULES

The Board of Directors (“Board of Directors” or “Board”) may from time to time post special safety or other rules governing use of the premises. Posted rules shall be considered extensions of these House Rules.

THE HOUSE RULES ARE TO BECOME AND SHALL BE DEEMED A PART OF ANY AND ALL RENTAL AGREEMENTS.

OWNERS AND RENTAL AGENTS ARE TO ENSURE THAT PERSONS OCCUPYING THEIR APARTMENTS HAVE A COPY OF THESE HOUSE RULES AND CONDUCT THEMSELVES IN COMPLIANCE WITH SUCH RULES. OWNERS SHALL ASSUME FULL RESPONSIBILITY FOR THE ACTIONS AND/OR OMISSIONS OF THEIR AGENTS, TENANTS AND GUESTS. ALL VIOLATION OF HOUSE RULES MAY BE SUBJECT TO FINES AND/OR OTHER REMEDIES.

A. VIOLATION PROCEDURES

ENFORCEMENT POLICY

1. Pursuant to the grant of authority set forth in Article III, Section 5(m) and Article VIII, Section 5 of the By-Laws, the Board of Directors has adopted this enforcement policy that gives the Association the right, in addition to any other rights or remedies, to issue citations and to levy fines against the responsible owner, whether or not the violator is the owner, tenant or guest of the owner’s unit. Fines duly imposed by the Board or its agent but unpaid will constitute a lien on the unit that may be foreclosed upon in like manner as a lien for unpaid common expenses.

2. The following House Rule Violation Procedures adopted by the Board of Directors shall apply:

Amount of Fines

Except as otherwise provided below and in the House Rules, citations and fines shall be issued and imposed as follows:

* First offense--a written citation given or sent to the apartment owner, agent and violator.

* Second offense--a written citation given or sent to the apartment owner, agent and violator and a \$50.00 fine assessed against the owner.

* Third offense--a written citation given or sent to the apartment owner, agent and violator and a \$75.00 fine assessed against the owner.

* Fourth and subsequent offenses--a written citation given or sent to the apartment owner and a \$100.00 fine assessed against the owner for each offense.

Regardless of the schedule of citations and fines outlined above, any action which in the opinion of the Board creates a danger to residents or guests of the building, including but not limited to fireworks; throwing any item off a lanai; bringing hazardous materials into the building; throwing water or emptying drip pans off a lanai; etc., may result in a citation and an immediate \$100.00 fine assessed against the owner.

Note: A violation which has not been corrected within ten days of the date of a citation will be considered another violation and subject to another citation and a fine.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a tenant violates a "Lanai" rule for his/her first violation, and then violates a "Noise" rule for his/her second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for a tenant to violate a specific rule, such as "Noise" rule, twice before a \$50.00 fine is levied. Similarly, a \$75.00 fine will be assessed for a third violation of the house rules and a \$100.00 fine will be assessed for a fourth and subsequent violations of the house rules. After twelve (12) months, a citation will be removed from an owner's record and will not be used in calculation of subsequent violations.

3. The Managing Agent and his/her staff or any duly authorized agent of the Association, such as the Association's General Manager, as the agent for the Board of Directors, are authorized to issue violation citations and levy fines.

Citations

Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine, as outlined below). If the owner of the apartment is not an occupant, then copies of citations also will be given or sent to the agent and violator

(provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).

4. An apartment owner, for his/her self or for the violator, if the violator is not the owner, may appeal a notice of violation or fine as follows:

Notice of Appeal.

By delivering to the Association's General Manager or mailed to the Board of Directors in care of the Managing Agent for the Association, postage prepaid, certified mail, return receipt requested, no later than 20 days from the date of the notice of violation or fine, a written notice of his/her appeal and the reasons therefore. Such written notice shall constitute a Notice of Appeal. The date of mailing as certified by the post office or the date of hand delivery to the Association's General Manager shall constitute the date of the appeal.

Contents of Notice of Appeal.

In the Notice of Appeal, the apartment owner shall indicate whether he/she wants a hearing or, alternatively, wants the matter decided without a hearing. Failure to request a hearing in the Notice of Appeal shall be deemed a request for the matter to be decided without a hearing. Any hearing shall be held within 30 days of the receipt of the Notice of Appeal. If the apartment owner does not request a hearing, he/she should enclose with the Notice of Appeal a statement of facts, affidavits or declarations of witnesses, and other written materials the owner wants to be considered in deciding the appeal.

Appeals Committee

The Board shall appoint a three-member Appeals Committee to hear and act on all appeals. At least one member of the Appeals Committee shall be a member of the Board. An alternate shall also be named to act if one of the committee members is unavailable for a hearing or has a conflict of interest.

Disposition of Appeal.

The Board shall deliver or mail a written decision to the apartment owner within 30 days of the hearing, or if there is no hearing, within 45 days of receipt of the Notice of Appeal.

5. REMEDY NOT EXCLUSIVE. In addition to the imposition of fines, the Board of Directors is empowered to take all such other action as permitted by the Declaration, By-Laws, and these House Rules to enforce the provisions of the Association's governing documents. This includes the retention of legal counsel, initiating legal action or arbitration proceedings, and/or any other form of remedy available to the Association by and through its Board. All remedies shall be cumulative and not be exclusive of the other.

6. In the event of a violation of the House Rules that poses a threat to persons or property, as determined by the Board, the House Rule Violation Procedures and Appeal Procedures set forth hereinabove, may be suspended and the Board may take

immediate action to remedy the situation as authorized by the By-Laws and/or have the matter referred directly to legal counsel for appropriate action.

NOTHING CONTAINED HEREIN SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, THE MANAGING AGENT AND/OR THE ASSOCIATION'S GENERAL MANAGER FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROPERTY OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER, RESIDENT OR GUEST.

B. GENERAL PROVISIONS

SAFETY

1. **HAZARDS:**
Nothing shall be allowed, done, or kept in any apartment or common or limited common elements of the premises which would overload or impair floors, walls or roofs or create a fire hazard or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance policies thereon maintained by or for the Association.
2. **COMBUSTIBLE MATERIALS:**
No occupant shall use or permit to be brought into the building or common areas anything deemed extra hazardous to life, limb, or property such as gasoline, kerosene, or other similar combustible materials.
3. **FIREWORKS:**
Fireworks, including sparklers, are prohibited on all portions of the premises at all times.
4. **MISCELLANEOUS ITEMS:**
Garments, rugs, mops, or other objects shall not be dusted or shaken from windows, lanais or fire stairs. Nothing shall be thrown, released, swept or emptied out of windows or doors, off lanais, or into any corridor or common element.
5. **BARE FEET/SWIMSUITS:**
No person shall be allowed in the lobby, elevators or shop areas in bare feet or in a bathing suit unless covered with a shirt, robe, or other concealing garment.
6. **DOORS:**
Doors between apartments and hallways shall be kept closed at all times.
7. **EMERGENCY ENTRY:**
In case of emergency, the Association's General Manager or his/her authorized representative may enter an apartment. In such case, the General Manager shall promptly notify occupant and/or owner of the reason and result of such entry. If no passkey is available, management may retain a locksmith or open door by force. Costs for locksmith and repair will be charged to owner.
8. **ENTRY FOR REPAIRS:**
The Board shall have the irrevocable right, on behalf of all owners of the condominium units, to have access from time to time during reasonable hours to any condominium unit as may be necessary for inspection, operation, maintenance and construction or for making emergency repairs necessary to prevent damage to the common elements or to another condominium unit or

units. Such entry shall be made with as little inconvenience to the owners as practicable.

PETS

1. **NO PETS:**

NO livestock, poultry, rabbits, dogs, cats, birds, reptiles or any other animals whatsoever shall be allowed or kept in any part of the premises without the written permission of the Board, which permission may be withheld solely at the Board's discretion.

Notwithstanding anything to the contrary contained in the Declaration, By-laws, or House Rules, but subject to reasonable restrictions, animals upon which disabled residents depend for assistance shall be permitted to be kept in the apartments of such persons and shall be allowed throughout the common elements while under the control of the animal's owner/handler by use of harness, leash, tether, cage, carrier, or other physical control. If the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance the animal provides, the animal must be under the control of the animal's owner/handler by voice control, signals, or other effective means. This shall also apply to animals depended upon by disabled guests. Any disabled person requesting a reasonable accommodation to keep an animal in their apartment should contact the General Manager.

2. **DON'T FEED:**

Feeding or watering of non-captive or feral birds or animals is strictly forbidden on the premises.

TRASH

1. **GARBAGE:**

Trash shall be securely wrapped in plastic bags and placed in receptacles provided in trash room. Trash shall not be left in laundry, corridors, or on ashtrays.

2. **BULKY ITEMS:**

On the first Monday of every month, we will have a dumpster on the loading dock until it is full. At this time you may dispose of your bulky items by placing them in the dumpster.

(Exception:) No air conditioners, appliances or construction material

At any other time, disposing of large bulky items, bed frames, sofas, or any other furniture in or around the common areas is prohibited. **Air conditioners and appliances cannot be left on the loading dock. You need to make arrangements to have these items hauled away.** If residents fail to comply with this House Rule, Management will hire the first available hauling service and

the Owner will be responsible for the cost of removing the items and subject to fine.

3. **TRASH:**

No trash or personal property of any type may be placed on or stored in or on any common element other than in specifically designated storage areas, if any.

ABSENTEE OWNERS/RENTALS

1. **AGENCY:**

a. Pursuant to Hawaii Revised Statutes § 521-43(f), owners who rent/lease their unit shall designate a local agent to represent them if their residence is off island or outside the State of Hawaii.

b. Owners shall designate a local agent to represent them if the owner(s) will be absent from the Project for more than thirty (30) days.

c. Each owner who uses an agent shall give the Association's General Manager written notice of the agent's name, address, and telephone number.

2. **REGISTRATION:**

Each owner or agent shall register with the Association Office the identity of tenants/occupants prior to occupancy. All non-hotel guests must register at the Association Office. Hotel guests will register at front desk. Timeshare –owners/guests need to register with Timeshare office.

NOISE

No occupant shall make or permit any disturbing noise in the building or interfere in anyway with the rights, comfort, and convenience of other occupants. Volume of radios, TVs, stereos, telephones, and musical instruments shall be kept low. Noise shall be kept at a minimum when entering and leaving apartments especially during later evening and early morning hours. Excessive noise shall be reported to Security for appropriate action.

MOVING IN OR OUT

All occupants using the loading dock to move furniture in or out need to schedule their move 48 hours ahead of time with security and may move-in or move-out any day of the week between the hours of 9 a.m. to 9 p.m.

SUGGESTIONS

Suggestions and complaints regarding the building shall be made in writing to Board of Directors via the Association's General Manager.

VIOLATIONS

House Rule violations should be reported to the Association's General Manager or Security for appropriate action.

C. COMMON AREAS

1. **FURNITURE:**
Furniture placed in common areas is for use in those specific areas and shall not be moved.
2. **DISRUPTIONS:**
Loitering, ball playing, skateboarding or any form of horseplay and related disruptive activities will not be permitted on the premises.
3. **BICYCLES:**
Bicycles, surfboards, and like objects shall be transported in freight or bathers' elevators and stored inside apartments, not in halls or on lanais. Bike racks are available at no charge in front of Standard Parking. Bikes are to be parked at your own risk. Hotel and Association are not responsible for stolen or damaged bikes.
4. **OBSTRUCTION OF PASSAGES:**
The grounds, walkways, elevators, building entrance, driveways, emergency fire exit landings and other similar common elements shall not be obstructed nor used for any purpose other than for ingress or egress.
5. **FIRE DOORS:**
Doors to exit stairwells on each floor shall be closed at all times except for ingress/egress.
6. **ITEMS IN HALLS:**
No shoes, sandals, rugs, trash, laundry, toys or other personal belongings shall be left in corridors or any common area. Articles of any kind left on any common areas will be removed at the owner's risk and expense and may be disposed of in accordance with Hawaii Revised Statutes § 514B-139.
7. **SMOKING:**
Smoking is prohibited in all common areas, including but not limited to elevators, hallways, corridors, stairways, lobbies and recreation areas. The Board of Directors has assigned the top of the lagoon pedestrian ramp and the bottom (street level) of the courtyard steps in the rear of the Canoe's Restaurant on Holomoana Street as designated smoking areas.
 - "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated tobacco product or plant product intended for inhalation in any manner or in any form.
 - "Smoking" includes the use of an electronic smoking device.
 - "Electronic smoking device" means any electronic product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an

electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, hookah pipe, or hookah pen, and any cartridge or other component of the device or related product, whether or not sold separately.

8. **DRONES:**

No person shall use, operate, launch or land any drone on or over the common elements of the Project, except with the prior written approval of the Board. As used in these House Rules, "drone" is defined to include, without limitation, any: unmanned aircraft system (UAS), which means an aircraft that is operated without direct human intervention from within or on the aircraft, and associated elements including communication links and components that control the unmanned aircraft; unmanned aerial vehicle (UAV); remotely piloted aerial vehicle; unpiloted aerial vehicle; and model aircraft (remote controlled model airplanes, helicopters, etc.).

D. BUILDING MAINTENANCE AND REPAIR

EXTERIORS

1. **USE and DECORATION:**

a. All common elements including but not limited to exterior surface of building, hallways, corridors and grounds shall be used and decorated only as permitted by the Board.

b. The exterior of the apartment entrance doors are a common element and are **not** to be decorated in anyway.

c. The foregoing shall not apply to the American Flag. Every owner/resident may display the American Flag. Flags no larger than 3'x 5' may be displayed from the lanai rail so long as all four corners are properly secured to ensure that it cannot break away from the lanai rail or create a flapping noise. For those apartments that do not have lanai rails, flags no larger than 3'x5' may be displayed in a window.

Only one flag may be displayed per unit. No flag may be displayed upside down. Flags must be cleaned and mended as needed; no flag shall be displayed in torn or tattered condition.

2. **ALTERATIONS:**

No alteration, installation, repair, or change of any nature shall be made to the exterior surface of the building, including lanais and apartment doors without at least the prior written approval of the Board.

3. **REPAIRS:**

a. The Board shall be responsible for the repair and maintenance of exterior surfaces of buildings, hallways, and corridors. Cost of such repair and maintenance shall be borne by the Association, unless an owner, or anyone acting under the owner, is responsible for any damage to the common elements, in which case the owner shall be assessed for the cost of such repair.

b. Maintenance of the finished surface of the lanai floors and interior finished surface of condominium unit doors is not the responsibility of the Association.

INTERIORS

1. **MAINTENANCE:**

Repairs and maintenance of apartment interiors are the responsibility of each owner. Owners shall maintain apartments and the fixtures and equipment therein so as not to cause damage to other units or the common areas or to interfere with the rights of enjoyment to which other occupants are entitled.

- Drainage plumbing pipes located outside the apartment, but servicing only one (1) apartment, are deemed to be part of the apartment and the maintenance, repair, and replacement thereof and the costs associated with such maintenance, repair, and replacement shall be the sole responsibility of the owner.
- The maintenance, repair, and replacement of the drainage plumbing pipes located back to back between two (2) apartments, and servicing only those two (2) apartments and the costs associated with such repair, maintenance, and replacement shall be split equally between the respective owners, shall be split equally between the respective owners, unless the cause of the problem can be attributed to a particular owner, in which case that owner shall be solely responsible for the associated costs.

2. **WATER SHUT-OFFS:**

An owner's request for a water shut-off must be given in writing to the General Manager at least ten (10) working days in advance of the requested shut-off date to allow for scheduling and coordination. Scheduled water shut-offs will only be performed on Thursdays from 10 a.m. to 12 noon, with thirty (30) minute increments between shut-offs.

The service charges for a water shut-off shall be as follows:

- Single water shut-off → \$75.00
- Double water shut-off → \$150.00
- Quad water shut-off → \$150.00
- Emergency water shut-off → \$150.00

All payments for the service charge(s) shall be submitted at the time the request for the water shut-off is made. No water shut-off will be scheduled without

payment, except for and in case of emergencies only.

Only checks will be accepted. Please make check payable to: Owners of Ilikai Apartment Building, Inc.

3. **RENOVATION:**

a. Any work or modification to the interior of an apartment must be approved by at least the Board **prior to commencement** of work. You may pick up forms at the Association Office.

b. Approved work must be done between 9AM and 5 PM Monday through Saturday. All work, except for emergency repairs, is prohibited on Sundays and legal holidays.

c. Contractors must sign in with the security office before entering building, and sign out on leaving.

d. Contractors are required to avoid damage to elevators, carpets, doors, walls, railings and entrance tiles, etc. Cost of the repairs for damages caused by a contractor will be the responsibility of the owners they are working for.

e. Parking for contractors must be arranged through Security or Standard Parking.

E. PEST CONTROL ACCESS

1. **PEST CONTROL:**

Pest control is done twice a year. Each owner shall provide access to the unit. Should an occupant be allergic to a specific chemical, all reasonable efforts shall be made to accommodate said occupant(s) and, if possible, utilize alternative products and/or methods of pest control.

2. **UNOCCUPIED:**

The Association's General Manager may enter any apartment unoccupied for an extended period for purpose of cleaning bird nesting on lanai or for roach and termite control. If no passkey is available, the General Manager may retain a locksmith and charge the cost to owner.

3. **BEDBUG DETECTION AND ERADICATION:**

1. The General Manager shall be appointed as the contact person for all suspected and confirmed reports of bedbugs in any unit or anywhere else at the Project.

2. The General Manager shall take reasonable steps to train employees to identify bedbugs and evidence of bedbugs and to conduct preliminary

inspections of the common area and units when reports of the presence of possible presence of bedbugs are received.

3. All owners and tenants shall be required to notify the General Manager of bedbug presence wherever detected.

4. Upon being advised of the confirmed or likely presence of bedbugs in a unit, the Board shall retain a licensed pest control professional with experience in the detection and eradication of bedbugs. The choice of such professional shall be made by a majority of the Board.

5. If the retained professional so advises, the parts of the Project where bedbug presence is suspected or has been confirmed shall be inspected using a "diamond pattern" inspection.

6. If an infestation is discovered, the Board upon consultation with the retained professional, shall choose a preferred method or methods of bedbug eradication. The criteria for choosing one or more eradication methods shall include the relative effectiveness, cost, safety and convenience of all methods considered.

7. All owners, tenants and guests shall cooperate with the Board in all ways reasonably required to enable the retained professional to perform its inspection and, if required, all eradication efforts. Reasonable cooperation may include temporarily vacating the unit at the owner's, tenant's, or guest's sole cost and expense.

8. The cost of inspecting the units and common elements for bedbug presence shall be a common expense of the Project.

9. Unless it can be determined beyond all reasonable doubt that bedbugs found anywhere at the Project were originally brought into a specific identified unit and no other unit or units, the cost of bedbug eradication shall be common expense of the Project. To encourage owners, tenants and guests to inform the General Manager of the presence of bedbugs wherever they may be discovered without fearing liability for the cost of bedbug eradication, the Board shall presume that the original source of a bedbug infestation cannot be determined beyond all reasonable doubt and the Board shall have no obligation to investigate the original source of infestation unless presented with evidence of the source that a reasonable person could not deny.

10. If the professionals retained to eradicate bedbugs so advise the Board, the owners or tenants of affected units may be required to remove permanently from the unit certain items of bedding, linens, furniture, carpeting and/or clothing, and the cost of such removal and the cost of replacing such items shall be borne exclusively by the owner of such items, and under no circumstances shall the Association have any liability for payment of such costs.

F. DAMAGES

1. **COMMON AREAS:**
Unit owner shall bear the cost of repair of any damage done to a common area by owner, his/her occupant, guest, agent or employee.
2. **OTHER UNITS:**
Unit owner shall bear the cost of repair to any damage done to any other unit caused by owner's unit or by himself/herself, his/her tenants, guest, agent or employee.
3. **UTILITY LINES:**
The Board shall repair damage caused by breaks in the main utility lines.

G. GUEST CONDUCT

The occupant is responsible at all times for the conduct of his/her guests and employees. Any occupant who is requested by Security or the Association's General Manager to take action regarding the conduct of himself/herself, his/her guest, agent or employee shall promptly comply.

H. LANAIS

1. **HANGINGS:**
Nothing may be hung on or from lanai railings, walls, or ceilings. No clothing or laundry may be hung so as to be visible by other occupants or by persons outside the building.

Exceptions:
 - a. Reasonable holiday decorations may be displayed during the month of December and the first week of January.
 - b. Bird netting to screen birds from lanais requires prior written Board approval.
 - c. An American Flag may be displayed from the lanai rail (See Section D(1)(c)).
2. **FURNISHINGS:**
Lanais may be appropriately furnished with outdoor furniture, such as chairs, table, and lounges which must be kept in a neat, orderly manner. Indoor furniture, such as beds and refrigerators, is not permitted.

3. **PLANTS:**
Potted plants in appropriate waterproof containers, which prevent dripping of water or soil, may be placed on lanais, except:
 - a. No planter may be placed on or suspended from railings.
 - b. A plant may exceed the height of the railing only if it is placed at the extreme rear of the lanai against the interior window.
 - c. No part of a plant shall extend through the railing.

4. **THE BOARD, IN ITS SOLE DISCRETION, SHALL DETERMINE WHETHER PLANTERS, FURNISHINGS, OR PLACEMENT THEREOF ARE ACCEPTABLE TO MAINTAIN A UNIFORM APPEARANCE OF THE BUILDING.**

5. **WATER:**
Watering of plants, sweeping and mopping of lanai floors and adjacent areas shall be done in a manner so as not to be a nuisance to persons in adjacent or lower units or on the grounds. When scrubbing lanais, no water may be allowed to run off lanai.

6. **PAINT:**
 - a. Painting walls or ceilings of lanais is not permitted without the prior written approval of the Board.

 - b. Painting of lanai railings is **not permitted.**

7. **LIGHTS:**
The installation of any permanent lights on the lanai is not permitted.

8. **BARBECUING:**
Barbecuing on lanais is forbidden.

9. **STORAGE:**
Lanais are not to be used for the purpose of storage of articles of any kind.

10. **WINDOW COVERINGS:**
The exterior of all draperies, curtains, blinds, shutters, etc. must be off white. Draperies must not be allowed to fly through open windows. Solar film must be pre-approved by the Association Office.

11. **SUNSCREENS:**
Installation or replacement of sunscreens or lanai enclosures is prohibited. Owners of existing authorized sunscreens are responsible for proper maintenance and repair.

12. **SMOKING:**
No owner, tenant, occupant, vendor, or guest shall smoke, burn, use and/or ignite any fume or smoke producing products or material on any lanai. This

prohibition shall include, but is not limited to, tobacco (i.e. cigarettes, cigars, pipes, etc.), marijuana, electronic-smoking devices, drugs, incense, candles, chemicals, and/or any product which produces smoke and/or fumes. Contractors conducting repairs and/or renovations must obtain advance written approval of the Association General Manager prior to performing welding, painting and/or fume producing activity on lanais.

I. LAUNDRY, STORAGE, GARAGE AND FACILITIES

Each occupant using laundry, storage lockers, or parking garage shall comply with all regulations and directions of the owner of these facilities.

J. PARKING

1. **LEASED PARKING:**
Persons leasing parking space shall park only in assigned stall and comply with all parking rules, regulations and directions of garage owner.
2. **GUEST PARKING:**
No parking is provided for guests. Owner shall be responsible for directing proper parking by his/her guest either in the hotel's hourly parking on upper level or on the street.
3. **LIABILITY:**
The owner of the garage area shall not be liable for damages, loss, or injury arising from use of the garage area.

K. DIAMOND HEAD POOL

DIAMOND HEAD POOL RULES

Pool Hours: 7:00 am to 7:30 pm, seven days a week

For your safety and the safety of those around you we ask all users to honor the following guidelines:

1. Daily from 7:00 a.m. to 8:30 a.m. the pool will be reserved for lap swimming and rehabilitation exercise.
2. The pool and pool area is for the use of Ilikai owner occupants, tenants, lessees, other residents and their registered guests.
3. All persons using the pool do so at their own risk. **There is no lifeguard on duty.** There is always a risk of personal injury when using the pool or the pool deck. The Association is not responsible for accidents, injury or loss. Swimmers should be aware of depth markings at all times.

4. Using the pool without proper bathing attire is prohibited. Appropriate footwear is recommended while walking around the pool deck and is required in the common areas.
5. The pool is for use only by those able to swim. Non-swimmers should stay only in the shallow area of the pool. Anyone who is not able to swim must be accompanied and directly supervised by a competent swimmer, who will be responsible for their conduct and safety, at all times while in the pool.
6. Swimmers must take a shower before entering the pool. Those who leave the pool to use the restroom must take another shower before re-entering the pool. Restrooms and showers are adjacent to the pool.
7. In the interest of health and safety, no person with bandages or open wounds of any type may use the pool. All residents and guests are reminded that the State of Hawaii Department of Health Regulations state that:
 - a. All persons having an infectious or communicable disease shall be excluded from the swimming pool. Persons having open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool.
 - b. Spitting, spouting of water and blowing one's nose in the pool are strictly prohibited.
8. No pets, bicycles, skateboards, etc., are allowed in the pool area. However, assistance animals depended upon by disabled pool users shall be permitted.
9. The pool will be immediately closed for cleaning in the event of fecal or vomit discharge. All accidents must be immediately reported to the pool attendant and/or management.
10. In an effort to protect the health of all pool users, anyone that experiences incontinence must use appropriate swim diapers or other such material at all times while they are in the pool area.
11. **Jumping or diving into the pool is hazardous and is not permitted. No rough play, horseplay, running, yelling, or profanity is permitted in the pool area.**
12. Recreational water devices (e.g., noodles, boogie boards, rafts, etc.) are not allowed in the pool. However, water exercise equipment and flexible swim aids are permitted (life jackets, floatation belts, water wings, inner-tubes etc.), unless such device creates a hazard for other pool users **Due to size, surfboards and other large items are not allowed on deck or surrounding pool area.**
13. Pool chairs shall not be reserved or left unattended for more than 15 minutes, unless the person is in the pool or pool area.

14. No audio equipment of any type will be allowed unless headphones are used to avoid disturbing others.
15. For safety reasons, glass containers are not allowed in the pool areas. Trash receptacles are provided and all pool users are expected to clean up after themselves.
16. Consumption of Ilikai Food and Beverages and small quantities of personal snacks or non-alcoholic beverages are permitted. No coolers or "picnicking" is allowed in the pool area. **OUTSIDE ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.**
17. All personal belongings such as towels, sunglasses, books, etc. must be removed upon leaving the pool area. Neither the Ilikai nor its employees are responsible for the damage, loss, or theft of belongings left in the pool area. However, lost and found items may be reported to and/or turned into the pool attendant or security.
18. All rubbish must be disposed of when leaving the pool.
19. Towels are provided on a first come, first served basis. Individuals are required to dry themselves thoroughly before re-entering the building and should use the bather's elevator if possible.
20. Smoking is prohibited in the pool area. However, smoking is permitted in specially designated areas.
21. **Personal conduct must be in accordance with standards of good taste, common courtesy, and be conducive to a family atmosphere.**
22. All Ilikai owners, lessees, other residents and their registered guests shall comply with the requests of Management in respect to matters of personal conduct in and about the pool area.

L. LOCKOUTS

Occupants who inadvertently lock themselves out of the unit may contact Security. An officer will use a passkey, if available, to open the apartment door. A service fee will be charged by the Association.

M. SPLIT SYSTEM AIR CONDITIONERS

1. Window and split system air conditioners are allowed, provided that they are the drip-less type and are properly installed and maintained; and provided, further, that all window air conditioners currently installed must have been manufactured after January 1, 2002.

2. All air conditioners must be installed and maintained so as to prevent condensation from leaking or overflowing onto the lanai or any other part of the Unit or Project. Condensate drains shall be properly insulated to prevent condensation and leakage. If necessary to prevent leakage condensate pumps shall be installed. If condensation from an air conditioner leaks or overflows onto the lanai or any other part of the Unit or Project, the owner of the unit may be subject to a fine. Until the leak or overflow is corrected, the air-conditioner shall remain turned off. If the unit owner fails to repair or replace the leaking air conditioner, the matter may be referred to legal counsel for appropriate action, which may include the filing of legal action to compel the unit owner to take corrective action or to remove the air conditioner. The unit owner shall be responsible for all legal fees and costs incurred by the Association in seeking compliance, as well as all costs and expenses of repairing damage to any other unit or common or limited common elements caused by the leakage.
3. An air conditioner may not be installed without prior written authorization from the Board. Air conditioners (including without limitation ductless split system air conditioning units, which may potentially affect the building plumbing and/or electrical systems) may be installed only by a Hawaii licensed contractor who shall provide the Board with a copy of the contractor's certificate of insurance evidencing a minimum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in General Liability Coverage. The certificate must identify the "Owners of the Ilikai Apartment Building, Inc." as an additional insured under the policy.
4. No air conditioner shall be installed unless the owner or contractor has first obtained all electrical, plumbing, building and other permits (if any) required for such installation by the City and County of Honolulu or any other governmental department, division or agency with jurisdiction.
5. All air conditioners shall be installed strictly in accordance with the manufacturer's specifications.
6. All workmanship performed in the installation, maintenance and repair of an air conditioner shall be performed in a professional manner.
7. Neoprene or spring isolators must be installed on condensing units to dampen vibration to the structure.
8. A four-inch (4") clearance above the lanai surface is required when mounting air conditioning equipment on a lanai to allow for future lanai deck resurfacing and maintenance.
9. If connecting two 120 or 208 volt single phase air conditioners to a unit's electrical panel, the owner must inform the contractor that the air conditioners must be balanced across the phases of the three-phase electrical panels in the

unit. No more than two 120 or 208 volt single phase air conditioners may be installed in a unit.

10. If an air conditioner is not operating properly, the unit owner must retain a qualified service technician to perform the repairs, at the owner's sole cost and expense. Notwithstanding the foregoing, unit owners and/or tenants may clean air filters.
11. No single air conditioner shall have a rating greater than 20,000 BTU. No single air conditioner shall have a name-plated locked rotor amp ("LRA") rating in excess of 50 amps. Air conditioners with soft start features that do not have an LRA rating on their name plate shall be submitted for approval prior to installation.
12. The Board may require periodic inspections (and the Board's designated agent(s) shall be allowed entry into the unit at reasonable pre-arranged times for such purpose) to ensure that air conditioners are operating properly and not creating undue noise, debris and/or condensation or otherwise creating a nuisance to other residents and/or guests, or damaging any other unit or the public or common areas of the Project. If an inspection determines that an air conditioner is not in proper operating condition, the owner shall be required to repair or replace the unit by a deadline specified by the General Manager (or his/her designee).
13. When replacing an existing air conditioner, the new air conditioner must meet standard efficiency ratings approved by the Board and in effect at the time of installation.