

RECORDATION REQUESTED BY:

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STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
LIBER 14025 PG 728

79 SEP 27 P 3: 05

AFTER RECORDATION, RETURN TO:  
URUMURA TARUSHI FUKUKI & LEE  
SUITE 500, ALEXANDER Young BLDG.  
HONOLULU, HI 96813  
536-1791

RETURN BY: MAIL ( ) PICKUP (X)

THE VILLAGE MALUHIA

DECLARATION OF HORIZONTAL PROPERTY REGIME  
UNDER THE HORIZONTAL PROPERTY ACT

Declaration of Horizontal Property Regime dated  
September 13, 1979, by FREDERICK BOLTE, Trustee of the  
Gussie Minnette Bolte Trust, herein called "Lessor", and  
PENSACOLA ASSOCIATES, a Hawaii limited partnership, whose  
principal place of business and post office address is Suite  
1625, 841 Bishop Street, Honolulu, Hawaii 96813, herein called  
"Developer".

1. Declaration. Lessor herein is the owner of that  
certain parcel of land hereinafter described. By Lease dated  
April 23, 1965, recorded in the Bureau of Conveyances of the  
State of Hawaii in Liber 5506 at Page 322, Gussie M. Bolte  
(predecessor in interest of Lessor) leased said land to Hirano  
Brothers, Limited (predecessor in interest of Developer  
herein). Said Lease was amended by instruments dated May 27,  
1966 and April 10, 1967, recorded in said Bureau of Conveyances  
in Liber 5527 at Page 7 and Liber 5636 at Page 1, respectively,  
and further amended by instrument dated October 20, 1978,  
recorded in said Bureau of Conveyances in Liber 13215 at Page  
422, which amendment was confirmed by instrument dated June 18,

1979, recorded in said Bureau of Conveyances in Liber 13796 at Page 352. Said lease, as amended, was assigned to Developer herein by Assignment of Lease dated June 18, 1979, recorded in said Bureau of Conveyances in Liber 13796 at Page 344. Lessor and Developer, by this Declaration, submit the land hereinafter described and the buildings and other improvements thereon, herein called the "project", to a Horizontal Property Regime under the provisions of the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended, and establish a Horizontal Property Regime with respect thereto. The buildings and other improvements are in accordance with plans incorporated herein by reference, a part of which is filed in said Bureau of Conveyances as Condominium Map No. 648 together with the "As-Built" Certificate of the Architect. The Lessor and Developer agree that the project is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration, and that the provisions of this Declaration shall constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, legal representatives and assigns.

2. Description of Land. The land submitted to the Horizontal Property Regime is more particularly described in

Exhibit "A" attached hereto and incorporated herein by reference.

3. Description of Buildings. There are three (3) buildings on the said land. The 4-story walk-up concrete building (hereinafter referred to as the "Davenport Wing") is located on Davenport Street and contains thirty-one (31) apartments. The 11-story reinforced concrete building (hereinafter referred to as the "Pensacola Wing") is located parallel to Pensacola Street and contains one hundred thirty (130) apartments. There is a recreation building adjacent to the two buildings which consists of a gymnasium with shower, two bathrooms and a sauna. There is a swimming pool at ground level. Said buildings are more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

4. Apartments.

4.1. There are hereby established one hundred sixty-one (161) freehold estates in the spaces within the perimeter walls, floors and ceilings of the 161 apartments in said buildings. The 161 apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or of the interior loadbearing walls, the floors and perimeter ceilings surrounding each apartment, or any pipes, wires, ducts, conduits, or other utility or service lines running through such apartments which are utilized for or serve more than one apartment, all of which are common elements as provided in paragraph 5 hereof. Each apartment shall be deemed to include the walls and partitions which are not loadbearing and which are within its perimeter walls; doors and door

frames; windows and window frames; the inner decorated or finished surfaces of walls, floors and ceilings, adjoining or connected thereto; and all fixtures originally installed therein. Notwithstanding the designation of the limits of the apartments, the square footage of each respective apartment is measured from the exterior face of exterior walls and the center line of party walls, and no reduction is made to account for interior loadbearing walls, ducts, vent shafts and the like, located within the perimeter walls.

4.2. All apartments will be numbered and located as shown on said Condominium Map.

4.3. Each of the 161 apartments will have immediate access to a corridor, which, in the 4-story building (Davenport Wing), leads to a stairway and in the 11-story building (Pensacola Wing), leads to two elevators and two stairways. The buildings meet on the south corner so that the Davenport Wing has access to the elevator and stairs in the Pensacola Wing except that the second floor of the Davenport Wing, which is a partial floor, has no direct access to the Pensacola Wing.

4.4. Each of the 161 apartments will be one of fourteen (14) types, as enumerated in said Exhibit "B".

4.5. The number of rooms, approximate area and total number of each type of apartment in the project are enumerated in said Exhibit "B".

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

5.1. Said land in fee simple.

5.2. All foundations, columns, girders, beams, supports, main walls, roofs, entrances, hallways, elevators, stairways and exits of said buildings.

5.3. All driveways and parking spaces.

5.4. The yards, gardens, and recreational facilities, including the swimming pool, fountains, and recreation building.

5.5. All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations which serve more than one apartment for services such as power, light, water, gas, refuse, telephone, radio and television signal distribution.

5.6. All tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.

5.7. Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance or safety, and normally in common use.

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

6.1. Each of the one hundred sixty (160) parking stalls shall be a limited common element appurtenant to and

reserved for the exclusive use of Apartment 13; provided, however, that Developer hereby reserves the right to sell to owners of other apartments any or all of such parking stalls as limited common elements appurtenant to such other apartments and, by way of amendment to this Declaration as provided herein, to redesignate such parking stalls to be appurtenant to other apartments.

6.2. All other common elements of the project which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

7. Other Easements. In addition to the exclusive easements established in the limited common elements, the apartments shall also have and be subject to the following easements:

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

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

permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

7.3. Each apartment shall be subject to an easement in favor of the owners of all other apartments for access to any common elements located in such apartment.

8. Common Interest. Each of the one hundred sixty-one (161) apartments shall have appurtenant thereto an undivided percentage interest in all the common elements of the project as shown in said Exhibit "B", such interest being defined and referred to herein as the "common interest" and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting.

9. Purposes and Restrictions. The purposes for which said buildings and other improvements and each of the apartments are intended and shall be restricted as to use are as follows:

9.1. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby and Lessor as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument; excepting, however, the exclusive easements for the use of parking stalls. Any exclusive easement for the use of a parking stall may be conveyed to another apartment owner by a written instrument expressly identifying the apartment to which the parking stall is appurtenant as well as the apartment to

which the parking stall will become appurtenant, which written instrument shall be denominated as an amendment of this Declaration. Such amendment need only be executed by lessees directly affected, their Mortgagees and Lessor. The Lessor's joinder in such amendment will be necessary, but such joinder will not unreasonably be withheld, although a reasonable service charge may be made therefor. To the extent that the joinder of apartment owners in addition to those directly affected may be required in order to validate the amendment of declaration for the limited purpose of transferring such easements, such joinder shall be accomplished by power of attorney from each of the owners not affected to the affected owners, the acceptance of ownership of an apartment subject to this Declaration being a grant of such power and the grant, being coupled with an interest, being irrevocable. The transfer and amendment of declaration shall be effective upon recording of the same in the Bureau of Conveyances of the State of Hawaii. A copy of said conveyance and amendment of declaration shall be given to both the Lessor and the Association by the affected owners within fifteen (15) days of the filing thereof.

9.2. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

9.3. The residential apartments shall be used for residential purposes only, and the owners of such apartments shall not use or allow the use of their apartments as a tenement or boarding house or for or in connection with the carrying on of any business or trade whatsoever.

The commercial apartments may be occupied and used for any purposes that are permitted from time to time under

applicable statutes, ordinances, rules and regulations, governmental determinations and restrictions of the appropriate agencies of the City and County of Honolulu and State of Hawaii. Apartments C-1 through C-7 are currently being used for commercial purposes. The commercial apartment owners shall have the right to obtain liquor licenses for their premises.

Apartment 13 may be used by the owner thereof for a resident manager's apartment including an office located therein.

The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and By-Laws of the project.

9.4. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the project in accordance with the By-Laws of the Association attached hereto as Exhibit "C" and made a part hereof. The owner of each apartment upon acquiring title thereto automatically shall become a member of the Association and shall remain a member thereof until such time as his ownership in the Association automatically shall cease; provided, however, that if and to the extent a lease of any apartment registered under Chapter 501 or recorded under Chapter 502 of the Hawaii Revised Statutes (filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii or recorded in the Bureau of Conveyances of the State of Hawaii) so provides, the lessee of such apartment shall be deemed to be the owner thereof.

10. Administration. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Declaration, and the By-Laws, and specifically but without limitation the Association shall:

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

10.2. Keep all common elements of the project in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the project or the use thereof.

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

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

10.5. Not erect or place on the project any building or structure, including fences and walls, nor make additions or structural alterations to, or exterior changes of, any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by Lessor, first approved in writing by Lessor and also approved by a majority of apartment owners (or such larger percentage as required by law or this Declaration) including all owners of apartments thereby directly affected, as determined by the Board, and complete any such improvements diligently after commencement thereof.

10.6. Not commit any act or neglect whereby the project or any part thereof at any time becomes subject to any attachment, judgment, lien, charge or encumbrance whatever.

10.7. Before commencing or permitting construction of any improvement to the project, obtain and deposit with Lessor a bond naming as obligees Lessor and collectively all apartment owners as their respective interests may appear, with a responsible corporate surety authorized to do business in the State of Hawaii, which bond shall guarantee completion of such construction in accordance with the contract therefor free and clear of all mechanics' and materialmen's liens and shall be in a penal sum not less than one hundred per cent (100%) of the cost of such construction.

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

10.9. Observe any setback lines affecting the project and shall not erect, place, or maintain any building or structure whatever between any street boundary of the project and any setback line along such boundary except approved fences or walls.

11. Managing Agent and Service of Process. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association, with the approval of the Lessor, in accordance with the By-Laws except that the initial Managing Agent shall be appointed by the Developer. Such Managing Agent shall be covered by a fidelity bond in an amount not less than provided for in Section 514A-84, Hawaii Revised Statutes, as amended. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. In addition, process may be served upon any member of the Board of Directors of the Association who has a residence or place of business within the City and County of Honolulu, State of Hawaii. Smith Development Corp. (Attention: Peter S. Smith), whose principal place of business and post office address is Suite 1625, 841 Bishop Street, Honolulu, Hawaii 96813, is hereby designated as the agent to receive service of process until such time as the Board of Directors of the Association is elected.

12. Common Expenses.

12.1. All charges, costs, and expenses incurred by the Association for or in connection with the administration of the project, including, without prejudice to the generality of the foregoing, operation of the project and maintenance, repair, rebuilding, replacement, and restoration of the common elements and any additions and alterations thereto; all labor, services, materials, utility services and equipment therefor; all liability whatever for loss or damage arising out of or in connection with the common elements, or any accident, fire, or any nuisance thereon; and all premiums for fire and extended coverage and liability insurance required herein with respect to the project; and the cost of all utility services, including water, electricity and gas, garbage disposal and any other similar services unless separately metered; shall constitute common expenses for which the apartment owners shall be severally liable in proportion to their respective common interest. The Board shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment which may be foreclosed by the Board or Managing Agent as provided by said Horizontal Property Act, provided that 30 days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to the Lessor and all other persons having any interest in such apartment as shown in the Association's record of ownership.

12.2. No apartment owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his apartment.

12.3. All apartment owners and their tenants, the families, servants, and guests of such owners and tenants, and any other person who in any manner may use the project or any part thereof, shall be bound by and shall comply strictly with the provisions of this Declaration, the By-Laws of the Association, and all agreements, decisions, and determinations of the Association, as lawfully made or amended from time to time, and failure to comply with any of them shall be grounds for an action for damages or injunctive relief or both maintainable by the Managing Agent or the Board of Directors on behalf of the Association, or, in a proper case, by any aggrieved apartment owner.

12.4. All sums chargeable as common expenses to any apartment but unpaid shall constitute a lien on such apartment prior to all other liens, except only (1) liens for taxes and assessments lawfully imposed by governmental authority against such apartment, and (2) liens for sums unpaid on mortgages of record. Such lien may be foreclosed by suit by the Association or the Managing Agent on its behalf, in like manner as a mortgage of real property, provided that thirty (30) days' prior written notice of intention to foreclose shall be mailed by registered mail to Lessor, mortgagees of record, and all other persons having any interest in such apartment as shown by the Association's records. The Managing Agent, acting on behalf of the Association and as directed by the Board of

Directors, shall be entitled to bid on such apartment at foreclosure sale and to acquire, hold, lease, mortgage, and convey such apartment. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing such expenses.

12.5. When the mortgagee of a mortgage of record or other purchaser of any apartment acquires title to such apartment as a result of a forfeiture or as a result of foreclosure of the mortgage, or a conveyance in lieu of foreclosure, they and their respective heirs, successors, legal representatives and assigns shall not be liable for the share of the common expenses or assessments chargeable to such apartment which became due prior to such acquisition of title. Such unpaid share shall be deemed common expenses collectible from all apartment owners, including such mortgagee or such other purchaser and their respective heirs, successors, legal representatives and assigns.

### 13. Insurance - Casualty and Liability.

13.1. The Board on behalf of the Association at its common expense shall at all times keep all buildings, improvements, fixtures, common elements, and whether or not part of the common elements, all exterior and interior walls, exterior glass, floors and ceilings of the project insured against loss or damage by fire and other damages with extended coverage including flood insurance under the provisions of the Federal Flood Disaster Protection Act of 1973, if the property is located in an identified flood hazard area as designated by the Federal Department of Housing and Urban Development, in an insurance company authorized to do business in Hawaii having a financial rating by Best's Insurance Reports of Class VI or

better, in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, with an inflation guard endorsement and a water damage endorsement, in the name of the Association of Apartment Owners and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time cause to be deposited promptly with the Lessor true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. Except as provided in paragraph 15.1. hereof, in every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

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

(2) Contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge

or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any apartment owner or any other persons under either of them;

(3) Provide that such policy may not be cancelled or reduced by amount or type of coverage (whether or not requested by the Board) except by the insurer giving at least 60 days prior written notice thereof to the Board, Lessor, any mortgagee, and every other person in interest who shall have requested such notice of the insurer;

(4) Contain a waiver by the insurer of any right of subrogation to any right of the Board, Lessor or apartment owners against any of them or any other persons under them;

(5) Contain a waiver by the insurer of any right to deny liability because of vacancy of any apartment or apartments;

(6) Contain a provision requiring the insurance carrier, at the inception of the policy and on each anniversary date thereof, to provide the Board of Directors 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 limits thereof, amount of annual premium, and renewal dates. The Board shall provide this information to each apartment owner.

(7) Contain a standard mortgagee clause which shall:

(a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the

project, in their respective order and preference, whether or not named therein;

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

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

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

13.2. The Board, on behalf of the Association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all apartment owners with respect to the project and naming the Lessor as additional insured in a responsible insurance company authorized to do business in Hawaii having a financial rating by Best's Insurance Reports of Class VI or better, with minimum limits of not less than \$1,000,000.00 for injury to one person and \$2,000,000.00 for injury to more than one person in any one accident or occurrence and \$300,000.00 for property damage, or such higher limit as the Lessor may from time to time establish with due regard to then prevailing prudent business practice in the State of Hawaii as reasonably adequate for Lessor's protection, and from time to time upon receipt thereof deposit promptly with the Lessor current certificates of such

Insurance, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

14. Condemnation. In case at any time or times the project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, or shall be sold to such authority under threat of condemnation, all compensation and damages for or on account of any land shall be payable to and be the sole property of Lessor, and all compensation and damages for or on account of any improvements of the project shall be payable to such bank or trust company authorized to do business in Hawaii as the Board shall designate as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided unless such restoration or replacement is impractical in the circumstances. If such compensation and damages are insufficient for complete restoration of the remainder thereof, the apartment owners shall make up such deficiency, which shall be deemed common expenses collectible from all apartment owners in accordance with their respective common interests. Unless such restoration or replacement is undertaken within a reasonable time after such taking, condemnation or sale, the Association at its common expense shall remove all remains of such improvements on the remaining land and restore the site thereof to good orderly condition and even grade.

15. Insured Casualty and Uninsured Casualty.

15.1. Insured Casualty. In case at any time or times any improvements of the project shall be damaged or destroyed by any casualty herein required to be insured against, such improvements shall be rebuilt, repaired or restored unless one hundred per cent (100%) of the apartment owners vote against such rebuilding, repairing or restoration. Any such restoration of the common elements shall be completed diligently by the Association at its common expense and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevation thereof, or such other plan first approved as provided herein. In the event such restoration is not undertaken pursuant to such vote, the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

15.2. Uninsured Casualty. In case at any time or times any improvements of the project shall be damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be rebuilt, repaired or restored if twenty-five per cent (25%) of the apartment owners affirmatively vote for the rebuilding, repairing or restoration. Any such approved restoration of the common elements shall be completed diligently by the Association at its common expense and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevation thereof, or such other plan first approved as

provided herein. Unless such restoration is undertaken within a reasonable time after such casualty, the Association at its common expense shall remove all remains of the improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

16. Alteration of Project. Restoration or replacement of the project or of any building, swimming pool, or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from said Condominium Map of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of all apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by Lessor and the Board, and promptly upon completion of such restoration, replacement or construction, the Association shall duly record or file of record such amendment together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer; PROVIDED, HOWEVER, that notwithstanding any other provision in this Declaration to the contrary, the owner of any two or more apartments separated by a common element which is a wall may alter or remove all or portions of the intervening wall, if the structural integrity of the building is not thereby affected and if the finish of the common element then remaining is then restored to a condition substantially comparable to that of the

common interests of such annual amount as the Board determines to be adequate to provide for the common utilities, insurance, maintenance, repair, restoration, and replacement of the common elements and other expenses of administration of the project, and the furniture, fixtures, and mechanical equipment thereof, and for such other purposes as the Board deems necessary, all of which shall be deemed conclusively to be a common expense of the project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or decreased at the discretion of the Board. The amount of the common expenses allocated, used or to be used for capital improvements, or any other capital expenditure, shall not be deemed income to the Association but shall be credited upon the books of the Association to the paid-in surplus account as a capital contribution by the apartment owner. The proportionate interest of each apartment owner in said Fund shall not be withdrawn or assigned separately but shall be deemed to be transferred with such apartment even though not mentioned or described expressly in the instrument of transfer. If the horizontal property regime established hereby is terminated or waived, said Fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners, except for the owners of apartments reconstituted as a new horizontal property regime, in proportion to their respective common interests.

18. Amendment of Declaration and Reserved rights of Lessor and Developer. Except as otherwise provided herein or in said Horizontal Property Act, this Declaration may be amended by affirmative vote of seventy-five per cent (75%) of

common element prior to such alterations. Such alterations shall require only the written approval thereof, including the apartment owner's plans therefor, by the holder of first mortgage liens affecting such apartments (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the City and County of Honolulu, and by the Board (which approval by the Board shall not be unreasonably or arbitrarily withheld), and such alterations may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of the project as so altered. Prior to the termination of the common ownership of such adjacent apartments, if the intervening wall shall have been altered or removed pursuant to the foregoing provisions and any entry to hallways sealed, the owner of such apartments shall be obligated to restore such intervening wall and hallway entries to substantially the same condition in which the same existed prior to such alteration or removal. Notwithstanding the above restrictions, any of the commercial apartments may, at the owner's sole expense, construct a stairway from the ground floor to the first floor of the Davenport Wing at the Pensacola end of the Davenport Wing upon approval of plans therefor by the Board, which approval shall not be unreasonably withheld, and upon proof of ability to pay all costs connected with such construction. Upon completion of construction, the stairway shall become a common element of the project.

17. Maintenance Reserve Fund. The Board of Directors of the Association shall establish and maintain a Maintenance Reserve Fund by the monthly assessment against and payment by all the apartment owners in proportion to their respective

the apartment owners and the written consent of Lessor and shall be effective only upon the recording of an instrument setting forth such amendment and vote fully executed by such owners or by the proper officers of the Association, provided, however, that the Developer expressly reserves the right to successively amend this Declaration without the consent or joinder of persons then owning or leasing the apartments by filing an amendment to this Declaration pursuant to the provisions of Section 514A-12, Hawaii Revised Statutes, after completion of the buildings described herein, by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built. Notwithstanding any other provisions hereof, Developer hereby reserve the right to amend this Declaration, the By-Laws, and said Condominium Map (i) as may be necessary to redesignate any or all of the parking stalls as limited common elements appurtenant to certain apartments other than Apartment 13 or (ii) as may be required by law, the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the project, or any institutional lender lending funds on the security of the project or any of the apartments thereof; provided, however, that no such amendment (other than an amendment redesignating any or all of the parking stalls as limited common elements appurtenant to certain apartments) which would change the common interest appurtenant to an apartment or substantially change the design,

location, or size of an apartment shall be made without the consent to and joinder in such amendment by the owner of such apartment and all others, if any, having an interest therein; provided, further, that such reserved right to amend shall automatically terminate two years after the date hereof.

Lessor does hereby appoint Developer as Lessor's attorney-in-fact, which power of attorney, being coupled with an interest, is irrevocable, to amend this Declaration pursuant to the provisions of Section 514A-12, Hawaii Revised Statutes as hereinbefore mentioned, and/or as may be necessary to redesignate any or all of the parking stalls as limited common elements appurtenant to certain apartments other than Apartment 13.

19. Compliance with Ordinances, Etc. The project is in compliance with all ordinances, codes, rules, regulations, or other requirements in force at the time of its construction.

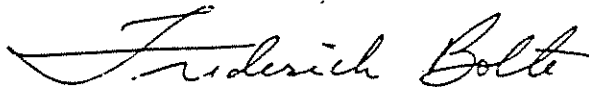
20. No Variances. No variance has been granted from any ordinance, code, rule, regulation, or other requirement in force at the time of the project's construction or from any current ordinance, code, rule, regulation or other requirement.

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

22. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder

of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included herein.

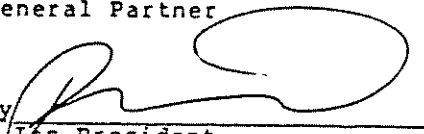
IN WITNESS WHEREOF, the Lessor and Developer have executed these presents the day and year first above written.



Frederick Bolte, Trustee of the  
Gussie Minnette Bolte Trust  
Lessor

PENSACOLA ASSOCIATES

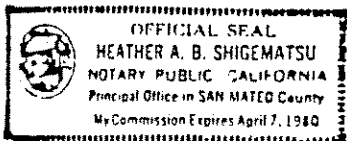
By SMITH DEVELOPMENT CORP.,  
General Partner

By   
Its President

Developer

STATE OF CALIFORNIA           )  
  ) ss.  
COUNTY OF SAN MATEO        )

On this 12<sup>TH</sup> day of SEPTEMBER, 1979, before me personally appeared FREDERICK BOLTE, Trustee of the Gussie Minnette Bolte Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed as such Trustee.



Heather A. B. Shigematsu  
Notary Public,

My commission expires APRIL 7, 1980

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

On this 24<sup>th</sup> day of September, 1979, before me appeared Peter S. Smith, to me personally known, who, being by me duly sworn, did say that he is the President of SMITH DEVELOPMENT CORP., a Hawaii corporation and the general partner of PENSACOLA ASSOCIATES, a Hawaii limited partnership; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors of said corporation and by authority of the partners of said partnership; and said Peter S. Smith acknowledged said instrument to be the free act of said corporation and the free act and deed of said partnership.

James L. Iwata  
Notary Public, First Judicial  
Circuit, State of Hawaii.

My commission expires OCT. 1, 1980

JOINDER OF LESSEE  
DECLARATION OF HORIZONTAL PROPERTY REGIME  
OF THE VILLAGE MALUHIA

PENSACOLA VILLA BEAUTY SALON, INC., a Hawaii corporation, hereinafter referred to as "Lessee", is the Lessee of commercial space No. 5 in that certain building formerly known as "Pensacola Villa" and now known as "The Village Maluhia", as set forth in that certain unrecorded Lease dated September 28, 1967, which Lease was transferred to Lessee herein by way of that certain Assignment of Lease dated September 21, 1977 and was extended by that certain Renewal of Lease dated November 1, 1977 between Hirano Brothers, Limited, as Lessor, and said Lessee. Lessee hereby joins in the foregoing Declaration of Horizontal Property Regime for The Village Maluhia and does hereby submit all of its right, title and interest in said Lease to said Declaration of Horizontal Property Regime and By-Laws attached thereto.

Lessee does hereby agree that upon the recordation of said Declaration of Horizontal Property Regime and By-Laws and the issuance of the Commercial Apartment Lease for Commercial Space C-7, as shown on the Condominium Map for The Village Maluhia, Lessee shall execute an appropriate amendment of said commercial space Lease, changing the description of the property covered thereby from said commercial space to the Commercial Apartment C-7 as described in said Declaration. The terms, rents and other covenants and conditions of the Lease

shall not be changed in any way, it being understood and agreed that only the space as described in the Lease shall be amended.

Executed this 24th day of September, 1979.

PENSACOLA VILLA BEAUTY SALON, INC.

By David S. Nozema  
Its President

By Carol J. Fyfe  
Its Vice President

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

On this 24th day of September, 1979, before me appeared David S. Nozema and Carol J. Fyfe, to me personally known, who, being by me duly sworn, did say that they are the President/Secretary and Vice President/Treasurer, respectively, of PENSACOLA VILLA BEAUTY SALON, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and... said David S. Nozema and Carol J. Fyfe acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires 1-1-80

EXHIBIT "A"

All of that certain parcel of land situated on the Northeasterly side of Davenport Street (being a portion of R.P. Grant 3314 to W. C. Wilder), being also portions of Lots 12 and 13 of "WILDER TRACT", File Plan 177, situated at Makiki, Honolulu, Oahu, Hawaii.

BEGINNING at the south corner of this parcel of land, being also the south corner of Lot 12 of "Wilder Tract", File Plan 177 and the north corner of the intersection of Davenport Street and Davenport Place, thence running by azimuths measured clockwise from True South:

1. 133° 35' 293.00 feet along the northeasterly side of Davenport Street;
2. Thence along the new east corner of the intersection of Davenport and Pensacola Streets, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being 178° 35' 28.28 feet;
3. 223° 35' 60.00 feet along the southeasterly side of Pensacola Street;
4. 313° 35' 120.00 feet along Lot 14 of "Wilder Tract", File Plan 177, along the remainder of Grant 3314 to W. C. Wilder;
5. 223° 35' 150.00 feet along Lots 14 and 15 of "Wilder Tract", File Plan 177, along the remainder of Grant 3314 to W. C. Wilder;
6. 313° 35' 120.00 feet along Grant 3302 to Catherine K. Fornander;
7. 43° 35' 76.00 feet along Lot 12 of "Wilder Tract", File Plan 177, along the remainder of Grant 3314 to W. C. Wilder;
8. 313° 35' 73.00 feet along the remainder of Lot 12 of "Wilder Tract", File Plan 177, along the remainder of Grant 3314 to W. C. Wilder;
9. 43° 35' 154.00 feet along the northwesterly side of Davenport Place (14 Ft. Wide Roadway) to the point of beginning and containing an area of 48,356 square feet.

SUBJECT, HOWEVER, to the reservation in favor of the State of Hawaii of all mineral and metallic mines.

SUBJECT, FURTHER, to street widening line (approximately 3.50 feet wide) along Pensacola Street, as shown on Survey Plan of Wah Joong Lum, Registered Land Surveyor, dated June 15, 1979.

## EXHIBIT "B"

### DESCRIPTION OF IMPROVEMENTS

#### 1. 11-Story Building (Pensacola Wing)

##### 1.1 Description.

The eleven-story building running parallel to Pensacola Street, sometimes referred to herein as the "Pensacola Wing", consists of eleven (11) floors with the first floor completely open and consisting of split level parking, designated the lower level and first floor parking, which is open to other parking areas on the grounds and three ramps numbered "Ramps 4, 5 and 6" on the said Condominium Map for the purpose of going from one level to another. Ramp 4 is located on the Davenport Street side of the building, Ramp 6 is located on the side furthest from Davenport Street and Ramp 5 is adjacent to Ramp 6. The lower level has 33 parking spaces numbered 21C, 22, 23C, 24 through 53, inclusive, and the upper level has 20 parking spaces numbered 91 through 110, all as shown on said Condominium Map.

The second through eleventh floors each contains one (1) two-bedroom, two-bathroom apartment, four (4) two-bedroom, one-bathroom apartments, eight (8) one-bedroom, one-bathroom apartments, a corridor leading to the two elevators and the two stairways, a meter room and a janitor's room.

##### 1.2 Materials.

The principal materials used in construction of the building are reinforced concrete, glass, steel and wood.

1.3 Location, Area and Percentage Common Interest of Apartments.

The building is rectangular in shape with the length of the building running parallel to Pensacola Street. There are two stairs, one at each end of the building and two elevators located at the Davenport Street end of the building. The Davenport Wing joins the Pensacola Wing at the Davenport Street end of the Pensacola Building.

The Pensacola Wing contains one hundred-thirty (130) apartments. Each apartment has been given a three or four digit number designation by which its location in the building can be determined. The last two digits indicates the type of apartment and the location of the apartment on the floor and the digit or digits preceding the last two digits indicate the floor on which the apartment is located except that the eleventh floor apartments are indicated by the letters "PH". The apartments are numbered "00" through "12" starting at the Davenport Street end of the building.

From the Davenport Street end of the building, all of the one-bedroom apartments are located on the left side of the corridor and are numbered "00", "01", "04", "05", "06", "09", "10" and "12". The two-bedroom apartments are located on the right side of the corridor and are numbered "02", "03", "07", "08" and "11" starting at the Davenport Street end. The "02" apartments are all two-bedroom, two-bathroom apartments.

Each of the apartment floors from the second through eleventh floors (the eleventh floor is designated as the Penthouse floor and is identified by the letters "PH") is substantially identical and contains three (3) types of

apartments identified as Units "A", "B" and "C". Each apartment contains the number of rooms and the approximate floor area according to plans which are part of the said Condominium Map as follows:

Unit "A" Apartment. There are ten (10) Unit "A" apartments, one on each floor. Each Unit "A" apartment consists of two bedrooms, living room, kitchen and two bathrooms containing an area of approximately 828 square feet and two lanais of approximately 35 square feet each for a total area of approximately 898 square feet. The Unit "A" apartments are all "02" apartments. Each Unit "A" apartment has appurtenant thereto a common interest of 0.96 per cent.

Unit "B" Apartment. There are forty (40) Unit "B" apartments, four (4) on each floor. Each Unit "B" apartment consists of two bedrooms, living room, kitchen and one bathroom containing an area of approximately 630 square feet and a lanai of approximately 35 square feet for a total area of approximately 665 square feet. The Unit "B" apartments are all "03", "07", "08" and "11" apartments. Each Unit "B" apartment has appurtenant thereto a common interest of 0.75 per cent.

Unit "C" Apartment. There are eighty (80) Unit "C" apartments, eight (8) on each floor. Each Unit "C" apartment consists of one bedroom, living room, kitchen and one bathroom containing an area of approximately 493 square feet and a lanai of approximately 45 square feet for a total area of approximately 538 square feet. The Unit "C" apartments are all "00", "01", "04", "05", "06", "09", "10" and "12" apartments. Each Unit "C" apartment has appurtenant thereto a common interest of 0.56 per cent.

## 2. 4-Story Building (Davenport Wing)

### 2.1 Description.

The basement floor consists of a switch room, a pedestrian entryway, a mechanical room, a trash room, a ramp for vehicular access and two (2) commercial apartments.

The first floor consists of two (2) one-bedroom apartments, two (2) studio apartments and five (5) commercial apartments.

The third and fourth floors are substantially identical and each contain five (5) studio apartments and five (5) one-bedroom apartments.

### 2.2 Materials.

The principal materials used in construction of the building are concrete, glass, steel and wood.

### 2.3 Location, Area and Percentage Common Interest of Apartments.

The Davenport Wing is rectangular in shape with the length of the building running parallel to Davenport Street. The end of the building furthest from Pensacola Street abuts and has access to the Pensacola Wing except that the second floor does not have direct access to the Pensacola Wing.

The Davenport Wing contains thirty-one (31) apartments of which seven (7) are commercial units. Each apartment has been given a two digit designation except for the commercial units which have the letter "C" followed by the numbers 1 through 7. The first digit identifies the floor on which the apartment is located. In the case of the third and fourth floor apartments, the last digit indicates the type of apartment and the location of the apartment on the floor.

Starting from the end of the building furthest from Pensacola Street, the basement floor consists of a switch room, Commercial Apartment C-2, a trash room, a pedestrian entry area, Commercial Apartment C-1, Ramp 3 for vehicular access from Davenport Street to the project and a mechanical room appurtenant to Commercial apartments C-3 through C-7. The above described apartments and rooms contain approximately the following areas: Switch Room - 480 square feet; Commercial Apartment C-2 - 240 square feet; Trash Room - 240 square feet; Commercial Apartment C-1 - 490 square feet; and Mechanical Room - 504 square feet. The Trash Room and Switch Room are part of the common elements. The Mechanical Room is a limited common element for the exclusive use of Commercial Apartments C-3 through C-7. Commercial Apartment C-1 has appurtenant thereto a common interest of 0.57 per cent. Commercial Apartment C-2 has appurtenant thereto a common interest of 0.28 per cent.

Starting from the end of the building farthest from Pensacola Street, the first floor consists of Apartments 10, 11, 12, 13, C-7, C-6, C-5, C-4 and C-3. Apartment 10 is a Type "R reversed" unit; Apartment 11 is a Type "W" unit; Apartment 12 is a Type "V" unit; and Apartment 13 is a Type "X" unit. Commercial apartments C-3 through C-7 each contain approximately 488 square feet. Commercial Apartments C-3 through C-7 each has appurtenant thereto a common interest of 0.55 per cent.

The second floor is a partial floor consisting of a storage room of approximately 1197 square feet. The second floor does not have direct access to the Pensacola Wing.

The third and fourth floors are substantially identical and each contains ten (10) apartments numbered "0" through "9" preceded by the floor number. The numbering commences at the end of the building farthest from Pensacola Street.

Each of the residential apartments are one of eight (8) types, "R", "R reversed", "S", "T", "U", "V", "W" and "X". Each of the commercial apartments are one of three (3) types (Commercial Apartments C-3 through C-7 are identical). Each apartment in the Davenport Wing contains the number of rooms and the approximate floor area according to plans which are a part of the said Condominium Map as follows:

Commercial Apartment C-1. Commercial Apartment C-1 consists of one room of approximately 480 square feet and has appurtenant thereto a common interest of 0.57 per cent.

Commercial Apartment C-2. Commercial Apartment C-2 consists of one room of approximately 240 square feet and has appurtenant thereto a common interest of 0.28 per cent.

Commercial Apartments C-3 through C-7. Commercial Apartments C-3 through C-7 each consists of one room of approximately 488 square feet and has appurtenant thereto a common interest of 0.55 per cent.

Type "R" Apartment. There are four (4) Type "R" apartments, two (2) on the third floor and two (2) on the fourth floor. Each Type "R" apartment consists of one bedroom, living room, kitchen and bathroom, containing an area of approximately 504 square feet. The Type "R" apartments are Apartment Numbers 36, 46, 38 and 48. Each Type "R" apartment has appurtenant thereto a common interest of 0.58 per cent.

Type "R reversed" Apartment. There are seven Type "R reversed" apartments, one (1) on the first floor, three (3) on the third floor and three (3) on the fourth floor. The Type "R

reversed" apartment is similar to the Type "R" apartment except that the floor plan is reversed or a "mirror image" of the Type "R" apartment. The Type "R reversed" apartments are Apartment Numbers 10, 30, 40, 37, 47, 39 and 49. Each Type "R reversed" apartment has appurtenant thereto a common interest of 0.58 per cent.

Type "S" Apartment. There are two (2) Type "S" apartments. Each Type "S" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 372 square feet. The Type "S" apartments are Apartment Numbers 35 and 45. Each Type "S" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "T" Apartment. There are two (2) Type "T" apartments. Each Type "T" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 308 square feet. The Type "T" apartments are Apartment Numbers 34 and 44. Each Type "T" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "U" Apartment. There are two (2) Type "U" apartments. Each Type "U" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "U" apartments are Apartment Numbers 33 and 43. Each Type "U" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "V" Apartment. There are three (3) Type "V" apartments. Each Type "V" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "V" apartments are Apartment Numbers 32, 32 and 42. Each Type "V" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "W" Apartment. There are three (3) Type "W" apartments. Each Type "W" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "W" apartments are Apartment Numbers 11, 31 and 41. Each Type "W" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "X" Apartment. Apartment 13 on the first floor is the only Type "X" apartment. The Type "X" apartment consists of a kitchen, living room and office located on the first floor and a bedroom and bathroom located on a loft. The apartment contains approximately 752 square feet and has appurtenant thereto a common interest of 0.58 per cent.

### 3. Recreational Facilities.

There is a swimming pool and recreation building consisting of a gymnasium with shower, two bathrooms and a sauna on the ground floor.

### 4. Parking.

The lower level of the project contains ninety (90) parking spaces, numbered from 1 through 90. Parking Spaces 18C, 21c and 23C are compact spaces. Thirty-three (33) spaces are within the Pensacola Wing. There are six ramps numbered 1 through 6 on the said Condominium Map, three (3) for entry from Davenport Street and three (3) for travel between parking levels. The street level parking contains seventy (70) parking spaces numbered from 91 through 160. Parking Spaces 112C, 113C and 114C are compact spaces. Spaces 91 through 110 are located within the first floor of the Pensacola Wing.

RECORDATION REQUESTED BY:

79-113516

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

LIBER 14031 PG 65

79 SEP 28 P2:56

AFTER RECORDATION, RETURN TO:

*Okamura Takashi*  
*536-1791*

*Okamura Takashi*  
*536-1791*

RETURN BY: MAIL ( ) PICKUP ( )

THE VILLAGE MALUHIA

FIRST AMENDMENT TO DECLARATION  
OF HORIZONTAL PROPERTY REGIME

THIS FIRST AMENDMENT TO DECLARATION made this 28th  
day of September, 1979, by FREDERICK BOLTE,  
Trustee of the Gussie Minnette Bolte Trust, of San Mateo, State  
of California, herein called "Lessor", and PENSACOLA  
ASSOCIATES, a Hawaii limited partnership, whose principal place  
of business and post office address is Suite 1625, 841 Bishop  
Street, Honolulu, Hawaii 96813, herein called "Developer"

W I T N E S S E T H   T H A T :

WHEREAS, by Declaration dated September 13, 1979,  
recorded in the Bureau of Conveyances of the State of Hawaii in  
Liber 14025 at Page 728, Lessor and Developer did submit  
the property described in said Declaration to a Horizontal  
Property Regime under the Horizontal Property Regime Act,  
Chapter 514A, Hawaii Revised Statutes, as amended, and  
contemporaneously therewith filed in said Bureau of Conveyances  
the plans of said project which was designated as Condominium  
Map No. 648,

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

FREDERICK BOLTE, Trustee of the  
Gussie Minnette Bolte Trust,  
By PENSACOLA ASSOCIATES,  
His Attorney-in-Fact  
as aforesaid

By SMITH DEVELOPMENT CORP.,  
General Partner

By   
Its President

Lessor

PENSACOLA ASSOCIATES

By SMITH DEVELOPMENT CORP.,  
General Partner

By   
Its President

Developer

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

On this 28th day of September, 1979,  
 before me appeared PETER S. SMITH, to me personally known, who,  
 being by me duly sworn, did say that he is the President of  
 SMITH DEVELOPMENT CORP., a Hawaii corporation and the General  
 Partner of PENSACOLA ASSOCIATES, a Hawaii limited partnership;  
 that the seal affixed to the foregoing instrument is the  
 corporate seal of said corporation; that said instrument was  
 signed and sealed in behalf of said corporation by authority of  
 its Board of Directors; and said PETER S. SMITH acknowledged  
 said instrument to be the free act and deed of said corporation  
 and the free act and deed of said partnership; and

On this 28th day of September, 1979,  
 before me appeared PETER S. SMITH, to me personally known, who,  
 being by me duly sworn, did say that he is the President of  
 SMITH DEVELOPMENT CORP., a Hawaii corporation and the General  
 Partner of PENSACOLA ASSOCIATES, a Hawaii limited partnership,  
 and that said PENSACOLA ASSOCIATES was duly appointed as  
 Attorney-in-Fact for Frederick Bolte, Trustee of the Gussie  
 Minnette Bolte Trust, pursuant to Paragraph 18 of the  
 Declaration of Horizontal Property Regime of The Village  
 Maluhia dated September 13, 1979; that the foregoing instrument  
 was executed in the name and behalf of FREDERICK BOLTE, Trustee  
 of the Gussie Minnette Bolte Trust, by PENSACOLA ASSOCIATES as  
 his attorney-in-fact; that the seal affixed to the foregoing  
 instrument is the corporate seal of said corporation; that said  
 instrument was signed and sealed in behalf of said corporation  
 by authority of its Board of Directors as attorney-in-fact for  
 said FREDERICK BOLTE; and said PETER S. SMITH acknowledged said  
 instrument to be the free act and deed of said FREDERICK BOLTE,  
 Trustee of the Gussie Minnette Bolte Trust.

James H. Hinkle  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires OCT. 1, 1980

WHEREAS, Paragraph 6.1 of said Declaration designated all of the 160 parking stalls in the project as appurtenant to Apartment 13;

WHEREAS, said Paragraph 6.1 and Paragraph 18 of the Declaration reserved the right to Developer to amend said Declaration in order to redesignate any or all of the parking stalls as limited common elements appurtenant to certain apartments other than Apartment 13;

WHEREAS, said Paragraph 18 provides that Developer shall act as attorney-in-fact for Lessor in order to amend said Declaration in order to redesignate any or all of the parking stalls as aforesaid;

NOW, THEREFORE, said Developer, pursuant to the provisions of Paragraph 18 of said Declaration, does hereby amend Paragraph 6.1 of said Declaration to read as follows:

"6.1 Each of the one hundred sixty (160) parking stalls shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as follows:

<u>Parking Stall No.</u>	<u>Apartment No.</u>
1	
2	C-3
3	C-3
4	C-3
5	C-3
6	C-3
7	C-3
8	C-3
9	C-3
10	C-3
11	1009
12	1010
13	1012
14	1011
15	1008
16	1007
17	1003
18c	12
19	1002
20	PH-0

21c	11
22	31
23c	41
24	PH-1
25	PH-4
26	PH-5
27	PH-6
28	PH-9
29	PH-10
30	PH-12
31	PH-11
32	PH-8
33	PH-7
34	PH-3
35	PH-2
36	900
37	901
38	904
39	800
40	911
41	1000
42	1001
43	1004
44	1005
45	1006
46	202
47	302
48	402
49	502
50	602
51	702
52	802
53	902
54	903
55	907
56	908
57	811
58	808
59	807
60	803
61	703
62	707
63	708
64	711
65	611
66	608
67	607
68	603
69	503
70	507

71	508
72	511
73	411
74	408
75	407
76	403
77	303
78	307
79	308
80	311
81	211
82	208
83	207
84	203
85	912
86	910
87	909
88	906
89	905
90	13
91	801
92	804
93	805
94	806
95	809
96	810
97	812
98	712
99	710
100	709
101	706
102	705
103	704
104	701
105	700
106	600
107	601
108	604
109	605
110	606
111	43
112c	32
113c	33
114c	42
115	406
116	409
117	410
118	412
119	312
120	310

121	309
122	306
123	305
124	304
125	301
126	300
127	200
128	201
129	204
130	205
131	206
132	209
133	210
134	212
135	46
136	47
137	48
138	49
139	39
140	38
141	37
142	36
143	10
144	30
145	40
146	609
147	610
148	612
149	512
150	510
151	509
152	506
153	505
154	504
155	501
156	500
157	400
158	401
159	404
160	405

As herein amended, said Declaration is hereby  
certified and confirmed.

85-111929

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

RECORDATION REQUESTED BY

85 OCT 4 PM 2:39

AFTER RECORDATION, RETURN TO:  
Lawline Property Management Inc.

18986 53  
OF HAWAII REGISTAR

782-2844

RETURN BY: Mail ( ) Pickup ( ) :  
Requestor to fill above

Space above this line for  
Registrar's use

SECOND AMENDMENT TO  
DECLARATION OF HORIZONTAL  
PROPERTY REGIME OF THE VILLAGE MALUHIA

WHEREAS, certain real property and improvements were submitted to the provisions of the Horizontal Property Regime, established by the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended, by instrument dated September 13, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14025, Page 728, (hereinafter called the "Declaration"), and contemporaneously therewith were filed the plans of THE VILLAGE MALUHIA Horizontal Property Regime created thereby as Condominium Map No. 648; and

WHEREAS, said Declaration was amended by instrument dated September 28, 1979, recorded as aforesaid in Liber 14031, Page 65; and

WHEREAS, it is the intent and desire of the parties hereto to amend said Declaration by amending the By-Laws of the Association of Apartment Owners of the Village Maluhia which are attached to said Declaration and are a part thereof to further restrict the rights of apartment owners and occupants to keep dogs, cats and other household pets in said project; and

WHEREAS, Article V, Section 3, Paragraph (1) of said By-Laws sets forth the rules and regulations pertaining to the allowance of apartment owners and occupants to keep dogs, cats, other household pets and other animals in the project; and

WHEREAS, a meeting of the Association of Apartment Owners of the Village Maluhia was duly called for the purpose, among other purposes, of amending the declaration, and was duly held at the Village Maluhia, City and County of Honolulu, State of Hawaii, on January 31, 1985; and

WHEREAS, at said meeting the owners of apartments to which are pertinent EIGHTY-FOUR AND 76/100 percent (84.76%) of the common interest of the said project were represented in person or by proxy, and voted to amend the Declaration as hereinafter provided; and

NOW THEREFORE, the Declaration of Horizontal Property Regime under the Horizontal Property Act of the Village Maluhia is hereby amended by amending the By-Laws of the Association of Apartment Owners of the Village Maluhia as follows:

(1) Article V, Section 3, Paragraph (1) of the By-Laws is hereby amended so that said paragraph shall now read as follows:

No livestock, poultry, rabbits or other animals whatsoever, including dogs, cats or other household pets shall be allowed to be kept in or permitted on any part of the project except that apartment owners and current residents may keep in their respective apartments, dogs, cats or other household pets that are kept on the premises as of the date hereof, if said dogs, cats and other household pets are of a diminutive size and weight so that they may be comfortably and easily hand-carried by any person over the common elements of the project. No dogs, cats and other household pets shall be allowed at any time on

any part of the recreation area. The apartment owner or occupant who possesses a dog, cat or other household pet as of the date hereof, must register such pet with the resident manager recording the animal's type, color, name and other identifying information no later than ten (10) days after notice by the resident manager is given. In the event that such registered pet is no longer kept by the registering resident for any reason whatsoever, such resident may not replace the dog, cat or other household pet with another animal of any kind. Provided however, any dog, cat or other household pet which is already kept by a current resident as of the date hereof and which is properly registered as aforesaid, shall not be kept, bred or used therein for any commercial purpose. Such registered pet shall not be allowed on any common elements except in transit when hand-carried provided further that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom properly upon notice given by the Board of Directors or Managing Agent; and

In all other respects, the Declaration, as previously amended, and the By-Laws as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 11TH day of MARCH, 1985.

ASSOCIATION OF APARTMENT  
OWNERS OF THE VILLAGE MALUHIA

By Bernard G. L. Choy  
Its President

By Mae T. Kim  
Its Secretary

Frederick Bolte  
FREDERICK BOLTE, Trustee of  
the Gussie Winnette Bolte  
Trust

"Lessor"

THE STATE OF HAWAII )

CITY AND COUNTY OF HONOLULU )

SS.

On this 11th day of March, 1985, before me appeared Bernard G. L. Choy, to me personally known, who being by me duly sworn, did say that he is President of the Board of Directors of the Association of Apartment Owners of VILLAGE MALUHIA; 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.

Lena Lynn  
Notary Public, State of Hawaii  
My commission expires: 9-29-87

THE STATE OF HAWAII )

CITY AND COUNTY OF HONOLULU )

SS.

On this 11th day of March, 1985, before me appeared Mae T. Kim, to me personally known, who being by me duly sworn, did say that he is Secretary of the Board of Directors of the Association of Apartment Owners of VILLAGE MALUHIA; 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.

Lena Lynn  
Notary Public, State of Hawaii  
My commission expires: 9-29-87

(Individual)

18326 57

STATE OF CALIFORNIA

COUNTY OF Tuolumne } ss.

On March 21, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

Frederick Bolte

to be the person \_\_\_\_\_ whose name \_\_\_\_\_ is \_\_\_\_\_ subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

RETHA AYCOCK

Name (Typed or Printed)

SAV 191 (10/75)



(This area for official notarial seal.)

Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY  
in this Document when received.

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

BUREAU OF CONVEYANCES  
DATE APR 13 1993 TIME 8:11  
DOCUMENT NO. 93-057837

LAND COURT SYSTEM	REGULAR SYSTEM
Return by Mail ( )	Pickup (X) To:
PETERSON & GRAVELLE Attn: J. Ken Peterson, Esq. 201 Merchant Street, Suite 2110 Honolulu, HI 96813 Tel. No.: 531-9797	

THIRD AMENDMENT TO THE DECLARATION  
OF HORIZONTAL PROPERTY REGIME FOR SECOND  
AMENDMENT OF BY-LAWS OF THE VILLAGE MALUHIA

WHEREAS, by Declaration of Horizontal Property Regime dated September 13, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14025 at Page 728 (hereinafter referred to as the "Declaration"), The Village Maluhia condominium project (hereinafter referred to as the "Project") was created on the property described in the Declaration;

WHEREAS, the Declaration provided for the organization of the Association Of Apartment Owners Of The Village Maluhia (hereinafter called the "Association") and established By-Laws therefor, which

By-Laws were attached to the Declaration and incorporated therein by reference; and

WHEREAS, the Declaration was subsequently amended by instrument dated September 28, 1979, recorded as aforesaid in Liber 14031 at Page 65, and the By-Laws were subsequently amended by instrument dated March 11, 1985, recorded as aforesaid in Liber 18986 at Page 53; and

WHEREAS, the undersigned officers of the Association hereby certify that the owners of Apartments of the Project to which are appurtenant more than sixty-five percent (65%) of the total common interests of the Association executed written consents to amend Article VII, Section 2 of the By-Laws as hereinafter set forth.

NOW, THEREFORE, the By-Laws of the Association are hereby amended as follows:

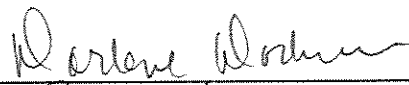
1. Article VII, Section 2 of the By-Laws is hereby amended and fully restated to read as follows:


Section 2. Liability and Indemnity of Directors and Officers. The members of the Board of Directors and officers shall not be liable to the apartment owners for any mistake of judgment or otherwise except for their own individual gross negligence or willful misconduct. The Association shall indemnify each director and officer of the Association against all costs, expenses and liabilities, including the amount of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses which may be incurred by or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted, or threatened in which he may be involved as a party or otherwise by reason of his being or having been a director or officer, or by reason of any action taken or authorized or approved by him or any omission to act as director or officer at the time of the incurring or imposition of such costs, expenses or liabilities, except such costs, expenses or liabilities

as shall relate to matters as to which he is liable by reason of gross negligence or willful misconduct toward the Association in the performance of his duties as such director or officer. As to whether or not a director or officer was liable by reason of gross negligence or willful misconduct toward the Association in the performance of his duties as such director or officer, in the absence of such final adjudication of the existence of such liability, the Board of Directors and each director and officer may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such director or officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such director and officer. The Board of Directors shall procure insurance for such indemnity of members of the Board of Directors.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7TH day of APRIL, 1993.

ASSOCIATION OF APARTMENT OWNERS  
OF THE VILLAGE MALUHIA

By   
Its President

By   
Its Secretary

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
)  
)  
SS.

On this 7TH day of APRIL, 1993, before me appeared DARLENE DOCKMAN, to me personally known, who being by me duly sworn, did say that SHE is the PRESIDENT of the Board of Directors of the Association of Apartment Owners of The Village Maluhia, 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.

Luia N. Auwahi

Notary Public, State of Hawaii

My commission expires: 3-18-97

LS

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
)  
)  
SS.

On this 7TH day of APRIL, 1993, before me appeared AGNES KAMANA, to me personally known, who being by me duly sworn, did say that SHE is the SECRETARY of the Board of Directors of the Association of Apartment Owners of The Village Maluhia; 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.

Luia N. Auwahi

Notary Public, State of Hawaii

My commission expires: 3-18-97

LS

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

BUREAU OF CONVEYANCES  
**FEB 15 1994**  
DATE \_\_\_\_\_ TIME 11:45  
DOCUMENT NO. 94-026884

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail ( ) Pickup ( ) To:

PETERSON & GRAVELLE  
Attention: J. Ken Peterson, Esq.  
201 Merchant Street, Suite 2110  
Honolulu, Hawaii 96813  
Telephone No.: (808) 531-9797

---

**FOURTH AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
REGIME FOR THIRD AMENDMENT OF THE BY-LAWS OF THE VILLAGE MALUHIA**

---

WHEREAS, by Declaration of Horizontal Property Regime dated September 13, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14025 at Page 728 (hereinafter referred to as the "Declaration"), The Village Maluhia condominium project (hereinafter referred to as the "Project") was created on the property described in the Declaration;

WHEREAS, the Declaration has been amended by instruments dated September 28, 1979, recorded in Liber 14031 at Page 65, dated March 11, 1985, recorded in Liber 18986 at Page 53, and dated April 7, 1993, recorded as Document 93-057837;

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

WHEREAS, the undersigned officers of the Association hereby certify that the owners of Apartments of the Project to which are appurtenant more than sixty-five percent (65%) of the total common

interests of the Association executed written consents to amend the By-Laws by adding a new Article IV, Section 1(m) as herein set forth.

NOW, THEREFORE, the Bylaws of the Association are hereby amended to add a new Article IV, Section 1(m) to read as follows:

(m) Notwithstanding anything to the apparent contrary contained in these By-Laws, the Board of Directors shall have the authority to borrow on behalf of the Association such funds from one or more lenders, in amounts and upon terms and conditions beneficial to the Association, as necessary or appropriate for or in connection with the repair, replacement, maintenance, operation, or administration of the common elements of the project, or the making of any additions, alterations, and improvements thereto, and to do all other things and execute and deliver all documents and instruments incidental to the acquisition of financing for such purposes.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25<sup>th</sup> day of Jan, 1994.

ASSOCIATION OF APARTMENT OWNERS  
OF THE VILLAGE MALUHIA

By Paul A. Kaban  
Its Pres

By Gene Hamana  
Its Secretary

STATE OF HAWAII )

CITY AND COUNTY OF HONOLULU )

) SS:

On this 25 day of January, 1994, before me personally appeared Paul Lefage, to me known, who, being by me duly sworn, did say that He is the President of the ASSOCIATION OF APARTMENT OWNERS OF THE VILLAGE MALUHIA, and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association. Said Association has no seal.

L.S.

Barbara J. Bayar  
Notary Public, State of Hawaii  
My commission expires: 9/29/97

STATE OF HAWAII )

CITY AND COUNTY OF HONOLULU )

) SS:

On this 25<sup>th</sup> day of January, 1994, before me personally appeared Agnes Kamana, to me known, who, being by me duly sworn, did say that She is the Secretary of the ASSOCIATION OF APARTMENT OWNERS OF THE VILLAGE MALUHIA, and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association. Said Association has no seal.

L.S.

Barbara J. Bayar  
Notary Public, State of Hawaii  
My commission expires: 9/29/97

# Alii Ohana Property Management, Inc.

---

March 4, 1995

Frederick Bolte, Trustee  
Gussie M. Bolte Trust  
556 Baker Court  
Atwater, California 95301

1580 Makaloa St., Suite 1130  
Honolulu, Hawaii 96814  
Tel 808 947-3331  
Fax 808 949-1399

RE: THE VILLAGE MALUHIA-SERVICE STALL

Dear Fred:

As you know, parking at the property is very limited. For years, the Association had a striped area at top of the ramp to the third level open parking that was designated as a "service stall".

We received a complaint from the owner of the parking stall adjacent to this area that service vehicles encroached into her stall. She claimed it cramped her entry and exit to her stall.

During the waterproofing membrane treatment to this deck, I checked the Condo Map and found this stall was not shown. I went back to the Board with this information. The Board asked that the stripping be removed and the stall be eliminated until proper approval was obtained.


This is an agenda item for the March 8, 1995 annual meeting. Again, if significant owner approval is shown during this meeting, the Board would like to include this as a written consent item with the lanai enclosure issue. Before going to the expense of soliciting written consent from 75% of the owners, the Board requests your approval.

The stall, as it had existed, did not block the flow of traffic either entering or exiting the property. We will need to find a solution that is acceptable to unit 200 since her stall is adjacent to this stall. This may require moving her stall slightly forward, which again, would require an amendment to the Condo Map and would be included with this requested change. If you recall, this was the stall you used during your inspection of the property in February 1994.

I don't know what other information you may need to reach your decision. If additional data is needed, let me know. Thank you for your consideration.

Sincerely,

ALII OHANA PROPERTY MANAGEMENT, INC.  
Agent for THE VILLAGE MALUHIA

  
Gwyn Fowler-Butchka (R®A), CPM®, CAE®  
Property Manager

cc: Board  
Resident Manager  
Parking Deck  
Condo documents  
Pending

RECEIVED  
JUL 11 1994

5-1407  
2007-086657

LAND COURT SYSTEM	REGULAR SYSTEM
RETURN BY MAIL ( )	PICK-UP ( ) TO:

PHILIP S. NERNEY, ESQ.  
201 Merchant Street, Suite 1500  
Honolulu, Hawaii 96813  
Tel. No.: 537-1777

Total pages: 3

**FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM PROPERTY REGIME  
FOR FOURTH AMENDMENT TO THE BY-LAWS OF THE ASSOCIATION  
OF APARTMENT OWNERS OF VILLAGE MALUHIA**

WHEREAS the Village Maluhia condominium project was created by virtue of its Declaration of Condominium Property Regime ("Declaration"), dated September 13, 1979, recorded in the Bureau of Conveyances of the State of Hawaii at Liber 14025 at Page 728;

WHEREAS the Declaration has been amended by instruments dated September 28, 1979, recorded in Liber 14031 at Page 65; dated March 11, 1985, recorded in Liber 18986 at Page 53; dated April 7, 1993, recorded as Document No. 93-057837; and dated January 25, 1994, recorded as Document No. 94-026884;

WHEREAS the By-Laws of the Association of Apartment Owners of Village Maluhia were attached to the Declaration and incorporated therein by reference; and

WHEREAS the undersigned officers of the Association hereby certify that owners of units to which are appurtenant more than sixty-seven percent (67%) of the common interest of the Association executed written consents authorizing the installation of roll-up aluminum shades on lanais at the project, subject to the reasonable control of the Board, and to the taking of all necessary or convenient actions to implement the process of approving specific owner requests to install roll-up aluminum shades on lanais at the project;

NOW, THEREFORE, Article V, Section 3(f) of the By-Laws of the Association is hereby amended to read as follows:

No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board and approved by the Board and a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected; provided that the Board of Directors may approve the installation of roll-up aluminum shades on lanais at the project.

In all other respects, the Declaration and By-Laws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ASSOCIATION OF APARTMENT OWNERS OF  
VILLAGE MALUHIA

By:

PRINT NAME: Carlton R. Cebang  
Its: PRESIDENT

By:

PRINT NAME: ROGER OSENTOSKI  
Its: VICE PRESIDENT

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
) SS:  
)

On this 1st day of May, 2007, before me appeared Cariten K.L. Chang, to me personally known, who, being by me duly sworn, did say that s/he is the President of the ASSOCIATION OF APARTMENT OWNERS OF VILLAGE MALUHIA; that the foregoing instrument was executed in the name and on behalf of the Board of Directors of the ASSOCIATION OF APARTMENT OWNERS OF VILLAGE MALUHIA; and that s/he acknowledged the instrument to be the free act and deed of the Board of Directors of the ASSOCIATION OF APARTMENT OWNERS OF VILLAGE MALUHIA.

LS

Carol T. Kamui  
Notary Public, State of Hawaii

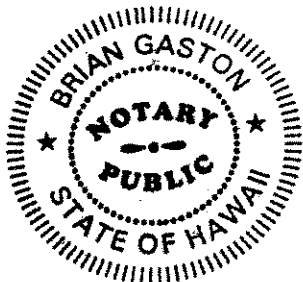
My commission expires: AUG 6 2009

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
) SS:  
)

On this 6 day of MAY, 2007, before me appeared ROGER OSENYSKI, to me personally known, who, being by me duly sworn, did say that ~~s/he~~ is the VICE President of the ASSOCIATION OF APARTMENT OWNERS OF VILLAGE MALUHIA; that the foregoing instrument was executed in the name and on behalf of the Board of Directors of the ASSOCIATION OF APARTMENT OWNERS OF VILLAGE MALUHIA; and that ~~s/he~~ acknowledged the instrument to be the free act and deed of the Board of Directors of the ASSOCIATION OF APARTMENT OWNERS OF VILLAGE MALUHIA.



Brian Gaston  
Notary Public, State of Hawaii

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

**BRIAN GASTON**  
My commission expires: **9/14/2007**

CS-5157  
RECORDATION REQUESTED BY:

87-92357

87-92358

87-92359

24 A8 01

AFTER RECORDATION, RETURN TO:

87-92359-A

20814 313

*OKamae, Tahiti, French Polynesia*

*733 Bishop Street*

*Honolulu 96812*

RETURN BY: MAIL ( ) PICKUP ( )

THE VILLAGE MALUHIA

AMENDMENT OF DECLARATION FOR THE SOLE  
PURPOSE OF TRANSFER OF PARKING STALLS;

TRANSFER OF PARKING STALL NOS. 5 AND 9  
FROM APARTMENT C-3 TO APARTMENT C-1;

TRANSFER OF PARKING STALL NO. 7  
FROM APARTMENT C-3 TO APARTMENT C-2;

TRANSFER OF PARKING STALL NOS. 3 AND 4  
FROM APARTMENT C-3 TO APARTMENT C-4;

TRANSFER OF PARKING STALL NO. 115  
FROM APARTMENT C-3 TO APARTMENT C-5;

TRANSFER OF PARKING STALL NO. 6  
FROM APARTMENT C-3 TO APARTMENT C-6;

TRANSFER OF PARKING STALL NO. 8  
FROM APARTMENT C-3 TO APARTMENT C-7;

AND

AMENDMENT OF APARTMENT LEASES NOS.  
C-1, C-2, C-3, C-4, C-5, C-6, AND C-7

WHEREAS, CARLTON K. L. CHANG, husband of Lorraine O.  
Chang, whose residence and post office address is 1888-A Iwi  
Way, Honolulu, Hawaii 96816. ISAMU OSHIMA, husband of Sakae

Oshima, whose post office and residence address is P.O. Box 48, Kealahakua, Hawaii, 96750, and SUSUMU OSHIMA, husband of Setsuyo Oshima, Trustee under that certain unrecorded Declaration of Trust dated April 21, 1982 having full powers to sell, convey, exchange, mortgage, lease or otherwise deal with and dispose of the trust estate, whose post office address and residence address is P.O. Box 48, Kealahakua, Hawaii, 96750 (hereinafter collectively called "OWNERS") are the owners of Apartment C-3 and Parking Stall Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, and 115 in THE VILLAGE MALUHIA (hereinafter referred to as the "Project"), a horizontal property regime created and established by Declaration of Horizontal Property Regime dated September 13, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14025 at Page 728, as amended (hereinafter referred to as the "Declaration"), pursuant to Apartment Lease No. C-3, dated November 2, 1979, recorded in said Bureau of Conveyances in Liber 14153 at Page 325, between Frederick Bolte, Trustee of the Gussie Minnette Bolte Trust, as Lessor, and Pensacola Associates, a Hawaii limited partnership, as Lessee, said Apartment Lease having been assigned to OWNERS by instrument dated February 20, 1985, recorded as aforesaid in Liber 18465 at Page 239;

WHEREAS, the OWNERS are also the owners of the following additional apartment leases in the Project by virtue of that Assignment of Apartment Leases dated February 20, 1985, recorded as aforesaid in Liber 18465 at Page 239 and more particularly described as follows:

1. Apartment Lease C-1 dated November 2, 1979 between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, recorded aforesaid in Liber 14153 at Page 289;
2. Apartment Lease C-2 dated November 2, 1979 between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, recorded aforesaid in Liber 14153 at Page 307;
3. Apartment Lease C-4 dated November 2, 1979 between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, recorded aforesaid in Liber 14153 at Page 343;

4. Apartment Lease C-5 dated November 2, 1979 between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, recorded aforesaid in Liber 14153 at Page 361;
5. Apartment Lease C-6 dated November 2, 1979 between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, recorded aforesaid in Liber 14153 at Page 379; and
6. Apartment Lease C-7 dated November 2, 1979 between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, recorded aforesaid in Liber 14153 at Page 397.

WHEREAS, the OWNERS wish to reassign certain parking stalls to their various apartments as set forth herein;

NOW, THEREFORE, in consideration of the premises and in accordance with Paragraph 9.1 of said Declaration and Section 514A-14 of the Hawaii Revised Statutes:

1. Transfer of Parking Stall Nos. 5 and 9 from Apartment C-3 to Apartment C-1. OWNERS hereby assign and transfer to OWNERS all of its right, title and interest in and to Parking Stall Nos. 5 and 9. Parking Stall Nos. 5 and 9 shall henceforth be appurtenant to Apartment C-1, and not Apartment C-3 and said Declaration and Apartment Leases Nos. C-1 and C-3 are hereby amended to reflect such transfer.
2. Transfer of Parking Stall No. 7 from Apartment C-3 to Apartment C-2. OWNERS hereby assign and transfer to OWNERS all of their right, title and interest in and to Parking Stall No. 7. Parking Stall No. 7 shall henceforth be appurtenant to Apartment C-2, and not Apartment C-3, and said Declaration and Apartment Leases Nos. C-2 and C-3 are hereby amended to reflect such transfer.
3. Transfer of Parking Stall Nos. 3 and 4 from Apartment C-3 to Apartment C-4. OWNERS hereby assign and transfer to OWNERS all of their right, title and interest in and to Parking Stall Nos. 3 and 4. Parking Stall Nos. 3 and 4 shall henceforth be appurtenant to Apartment C-4, and not Apartment C-3, and said Declaration and Apartment Leases Nos. C-3 and C-4 are hereby amended to reflect such transfer.

20814 316

4. Transfer of Parking Stall No. 115 from Apartment C-3 to Apartment C-5. OWNERS hereby assign and transfer to OWNERS all of their right, title and interest in and to Parking Stall No. 115. Parking Stall No. 115 shall henceforth be appurtenant to Apartment C-5, and not Apartment C-3, and said Declaration and Apartment Leases Nos. C-3 and C-5 are hereby amended to reflect such transfer.

5. Transfer of Parking Stall No. 6 from Apartment C-3 to Apartment C-6. OWNERS hereby assign and transfer to OWNERS all of their right, title and interest in and to Parking Stall No. 6. Parking Stall No. 6 shall henceforth be appurtenant to Apartment C-6, and not Apartment C-3, and said Declaration and Apartment Leases Nos. C-3 and C-6 are hereby amended to reflect such transfer.


6. Transfer of Parking Stall No. 8 from Apartment C-3 to Apartment C-7. OWNERS hereby assign and transfer to OWNERS all of their right, title and interest in and to Parking Stall No. 8. Parking Stall No. 8 shall henceforth be appurtenant to Apartment C-7, and not Apartment C-3, and said Declaration and Apartment Leases Nos. C-3 and C-7 are hereby amended to reflect such transfer.

7. Except as herein expressly amended, said Declaration and Apartment Leases shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 13 day of April, 1987.

  
Carlton K. L. Chang

  
Isamu Oshima

  
Susumu Oshima, Solely in his capacity as Trustee under that certain unrecorded Declaration of Trust dated April 21, 1982

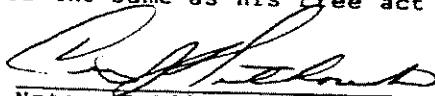
"OWNERS"

20814 317

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this 13 day of April, 1987, before me personally appeared CARLTON K. L. CHANG to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Notary Public, State of Hawaii

My commission expires 9-20-87

STATE OF HAWAII  
COUNTY OF HAWAII

)  
) ss.  
)

On this 14th day of April, 1987, before me personally appeared ISAMU OSHIMA to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Notary Public, State of Hawaii

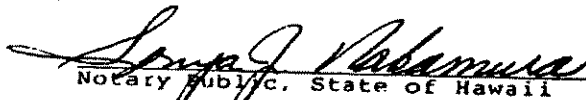
My commission expires 1-9-89

L.S.

STATE OF HAWAII  
COUNTY OF HAWAII

)  
) ss.  
)

On this 14th day of April, 1987, before me personally appeared SUSUMU OSHIMA, solely in his capacity as Trustee under that certain unrecorded Declaration of Trust dated April 21, 1982, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as Trustee.



Notary Public, State of Hawaii

My commission expires 1-9-89

L.S.

20814 318

CONSENT OF MORTGAGEES TO AMENDMENT OF  
DECLARATION OF HORIZONTAL PROPERTY REGIME FOR  
THE SOLE PURPOSE OF TRANSFERRING PARKING STALL NOS.  
5, 9, 7, 3, 4, 115, 6, AND 8 FROM APARTMENT NO. C-3

KNOW ALL MEN BY THESE PRESENTS:

That GECC Financial Corporation, a Hawaii corporation, whose principal place of business is Honolulu, Hawaii, hereinafter called "GECC", the holder of that certain mortgage dated February 21, 1985, made by CARLTON K. L. CHANG, husband of Lorraine O. Chang, ISAMU OSHIMA, husband of Sakae Oshima, and SUSUMU OSHIMA, husband of Setsuyo Oshima, Trustee under that certain unrecorded Declaration of Trust dated April 21, 1982, hereinafter called the "Mortgagees", which Mortgage was recorded in the Bureau of Conveyances, State of Hawaii in Liber 18465 at Page 264 and covers Apartment Leases C-1, C-2, C-3, C-4, C-5, C-6 and C-7 of THE VILLAGE MALUHIA condominium project, hereinafter called the "Apartment Leases";

That Smith Development Corp., a Hawaii corporation, whose principal place of business is Honolulu, Hawaii, hereinafter called "SMITH", being the holder of that certain Purchase Money Second Mortgage, dated February 20, 1985, made by said Mortgagees, which second mortgage was recorded aforesaid in Liber 18465 at Page 297 and also covers the Apartment Leases;

In consideration of the sum of ONE DOLLAR (\$1.00) paid to said GECC and SMITH, the receipt whereof is hereby acknowledged, GECC and SMITH do hereby approve of and consent to the foregoing amendment and agree that said mortgages shall be subject thereto.

IN WITNESS WHEREOF, the undersigned have executed these presents this 28<sup>th</sup> day of April, 1987.

GECC FINANCIAL CORPORATION

By [Signature]  
Its Assistant Treasurer

By [Signature]  
Its

SMITH DEVELOPMENT CORP.

By [Signature]  
Its

20814 310

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

SS.

On this 22nd day of June, 1987,  
before me appeared PATRICIA J. ITO and R. INOUE, to me <sup>they</sup>  
personally known, who, being by me duly sworn, did say that ~~he~~  
~~is~~ the Assistant Treasurer and Assistant Vice President, of GECC FINANCIAL  
CORPORATION, a Hawaii corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation;  
that said instrument was signed and sealed in behalf of said  
corporation by authority of its Board of Directors; and  
said PATRICIA J. ITO and R. INOUE acknowledged said  
instrument to be the free act and deed of said corporation.

Charlotte K. Kuehner  
Notary Public, State of Hawaii  
My commission expires 1/2/88

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

SS.

On this 28th day of April, 1987,  
before me appeared Peter D. Smith, to me  
personally known, who, being by me duly sworn, did say that he  
is the President, of SMITH DEVELOPMENT  
CORP., a Hawaii corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation;  
that said instrument was signed and sealed in behalf of said  
corporation by authority of its Board of Directors; and  
said Peter D. Smith acknowledged said  
instrument to be the free act and deed of said corporation.

J. Gary R. Rusk  
Notary Public, State of Hawaii  
My commission expires 10-12-87

R.V.

20814 320

CONSENT OF LESSOR

KNOW ALL MEN BY THESE PRESENTS:

That FREDERICK BOLTE, Trustee of the Gussie Minnette Bolte Trust, hereby consents to the foregoing transfer of parking spaces and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment.

IN WITNESS WHEREOF, said FREDERICK BOLTE, Trustee, has executed these presents this 15th day of June, 1987.

Frederick Bolte  
Frederick Bolte,  
Trustee as aforesaid

STATE OF CALIFORNIA )  
COUNTY OF Tuolumne ) ss.

On this 15th day of June, 1987, before me personally appeared FREDERICK BOLTE, Trustee of the Gussie Minnette Bolte Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed as such Trustee.



Luvonia E. Marshall  
Notary Public, in and for the  
above-named State and County  
My commission expires March 28, 1990

RECORDATION REQUESTED BY:

80- 82529

80- 82530

80- 82531

80 AUG 4 A8:01

80- 82532

14900 269

AFTER RECORDATION, RETURN TO:

80- 82533

80- 82533-A

80- 82534

80- 82534-A

80- 82535

CERTIFICATE FILED

3 8 6 5 7 0

RETURN BY: MAIL ( ) PICKUP ( ) 80- 82535-A

THE VILLAGE MALUHIA

AMENDMENT OF DECLARATION FOR THE SOLE  
PURPOSE OF TRANSFER OF PARKING STALLS;

TRANSFER OF PARKING STALL NO. 90  
FROM APARTMENT 13 TO APARTMENT 38;

TRANSFER OF PARKING STALL NO. 140  
FROM APARTMENT 38 TO APARTMENT 406;

TRANSFER OF PARKING STALL NO. 10  
FROM APARTMENT C-3 TO APARTMENT 13;

TRANSFER OF PARKING STALL NO. 115  
FROM APARTMENT 406 TO APARTMENT C-3;

AND

AMENDMENT OF APARTMENT LEASES NOS. 38, 406, 13 AND C-3

WHEREAS, JUDITH MICHIKO MIYABARA, unmarried, whose  
residence and post office address is 1535 Pensacola St.  
Apt #38, Honolulu, Hawaii,  
(hereinafter called "MIYABARA"), is the owner of Apartment 38  
and Parking Stall No. 140 in THE VILLAGE MALUHIA (hereinafter  
referred to as the "Project"), a horizontal property regime  
created and established by Declaration of Horizontal Property  
Regime dated September 13, 1979, recorded in the Bureau of  
Conveyances of the State of Hawaii in Liber 14025 at Page 728,  
as amended (hereinafter referred to as the "Declaration"),



pursuant to Apartment Lease No. 38, dated November 2, 1979, recorded in said Bureau of Conveyances in Liber 14149 at Page 222, between Frederick Bolte, Trustee of the Gussie Minnette Bolte Trust, as Lessor, and Pensacola Associates, a Hawaii limited partnership, as Lessee, said Apartment Lease having been assigned to MIYABARA by instrument dated December 3, 1979, recorded as aforesaid in Liber 14300 at Page 574;

WHEREAS, CHART HOUSE HAWAII, INC., a Hawaii corporation, whose principal place of business and post office address is 1765 Ala Moana Boulevard, Honolulu, Hawaii 96815, (hereinafter called "CHART HOUSE"), is the owner of Apartment 406 and Parking Stall No. 115 in said Project, pursuant to Apartment Lease No. 406, dated November 2, 1979, recorded in said Bureau of Conveyances in Liber 14150 at Page 240, between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, said Apartment Lease having been assigned to CHART HOUSE by instrument dated December 19, 1979, recorded as aforesaid in Liber 14346 at Page 332;

WHEREAS, SMITH DEVELOPMENT CORP., a Hawaii corporation, whose principal place of business and post office address is Suite 1625, 841 Bishop Street, Honolulu, Hawaii 96813, (hereinafter called "SMITH"), is the owner of Apartment 13 and Parking Stall No. 90 in said Project, pursuant to Apartment Lease No. 13, dated November 2, 1979, recorded in said Bureau of Conveyances in Liber 14149 at Page 60, between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee, said Apartment Lease having been assigned to SMITH by instrument dated December 13, 1979, recorded as aforesaid in Liber 14309 at Page 584;

WHEREAS, PENSACOLA ASSOCIATES, a Hawaii limited partnership, whose principal place of business and post office address is Suite 1625, 841 Bishop Street, Honolulu, Hawaii 96813, (hereinafter called "PENSACOLA"), is the owner of Apartment C-3 and Parking Stall No. 10 in said Project, pursuant to Apartment Lease No. C-3, dated November 2, 1979, recorded in said Bureau of Conveyances in Liber 14153 at Page 325, between said Frederick Bolte, Trustee, as Lessor, and said Pensacola Associates, as Lessee;

WHEREAS, the parties hereto wish to exchange the parking stalls appurtenant to their respective apartments as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and in accordance with Paragraph 9.1 of said Declaration:

1. Transfer of Parking Stall No. 90 from Apartment 13 to Apartment 38. SMITH hereby assigns and transfers to MIYABARA all of its right, title and interest in and to Parking Stall No. 90. Parking Stall No. 90 shall henceforth be appurtenant to Apartment 38, and not Apartment 13, and said Declaration and Apartment Leases Nos. 38 and 13 are hereby amended to reflect such transfer.

AND SMITH hereby covenants with MIYABARA that it has good right to assign and transfer said Parking Stall No. 90 as aforesaid.

2. Transfer of Parking Stall No. 140 from Apartment 38 to Apartment 406. MIYABARA hereby assigns and transfers to CHART HOUSE all of her right, title and interest in and to Parking Stall No. 140. Parking Stall No. 140 shall henceforth be appurtenant to Apartment 406, and not Apartment 38, and said

Declaration and Apartment Leases Nos. 406 and 39 are hereby amended to reflect such transfer.

AND MIYABARA hereby covenants with CHART HOUSE that she has good right to assign and transfer said Parking Stall No. 140 as aforesaid.

3. Transfer of Parking Stall No. 10 from Apartment C-3 to Apartment 13. PENSACOLA hereby assigns and transfers to SMITH all of its right, title and interest in and to Parking Stall No. 10. Parking Stall No. 10 shall henceforth be appurtenant to Apartment 13, and not Apartment C-3, and said Declaration and Apartment Leases Nos. 13 and C-3 are hereby amended to reflect such transfer.

AND PENSACOLA hereby covenants with SMITH that it has good right to assign and transfer said Parking Stall No. 10 as aforesaid.

4. Transfer of Parking Stall No. 115 from Apartment 406 to Apartment C-3. CHART HOUSE hereby assigns and transfers to PENSACOLA all of its right, title and interest in and to Parking Stall No. 115. Parking Stall No. 115 shall henceforth be appurtenant to Apartment C-3, and not Apartment 406. and said Declaration and Apartment Leases Nos. C-3 and 406 are hereby amended to reflect such transfer.


AND CHART HOUSE hereby covenants with PENSACOLA that it has good right to assign and transfer said Parking Stall No. 115 as aforesaid.

5. Except as herein expressly amended, said Declaration and Apartment Leases shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed  
these presents this 2<sup>nd</sup> day of July, 1980.

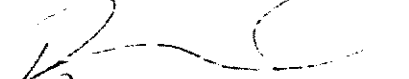
  
Judith Michiko Miyabara

CHART HOUSE HAWAII, INC.

By   
its President

By   
its Vice President

SMITH DEVELOPMENT CORP.

By   
its President

PENSACOLA ASSOCIATES

By SMITH DEVELOPMENT CORP.,  
General Partner

By   
its President

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

On this 23<sup>rd</sup> day of April, 1980, before me personally appeared JUDITH MICHIKO MIYABARA, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Gundy H. Kishi  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires 10-16-83

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

On this 17th day of June, 1980, before me appeared Joseph B. Cabell and Kenneth T. Chung, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of CHART HOUSE HAWAII, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Joseph B. Cabell and Kenneth T. Chung acknowledged said instrument to be the free act and deed of said corporation.

William L. Blaine  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires 6-26-82

S.S.

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this 24<sup>th</sup> day of April, 1980,  
before me appeared Peter J. Smith, to me  
personally known, who, being by me duly sworn, did say that he  
is the President of SMITH DEVELOPMENT CORP., a Hawaii  
corporation; that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation; that said instrument  
was signed and sealed in behalf of said corporation by  
authority of its Board of Directors; and  
said Peter J. Smith acknowledged said instrument  
to be the free act and deed of said corporation.

Jayeth Hishinuma  
Notary Public, First Judicial  
Circuit, State of Hawaii.

My commission expires 10/6/83

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this 24<sup>th</sup> day of April, 1980,  
before me appeared Peter J. Smith, to me  
personally known, who, being by me duly sworn, did say that he  
is the President of SMITH DEVELOPMENT CORP., a Hawaii  
corporation and the General Partner of PENSACOLA ASSOCIATES, a  
Hawaii limited partnership; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation;  
that said instrument was signed and sealed in behalf of said  
corporation by authority of its Board of Directors; and  
said Peter J. Smith acknowledged said instrument  
to be the free act and deed of said corporation as such General  
Partner.

Jayeth Hishinuma  
Notary Public, First Judicial  
Circuit, State of Hawaii.


My commission expires 10/6/83

CONSENT OF LESSOR

KNOW ALL MEN BY THESE PRESENTS:

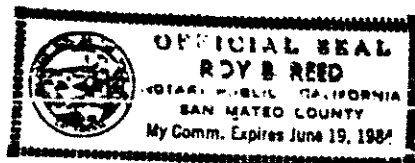
That FREDERICK BOLTE, Trustee of the Gussie Minnette Bolte Trust, hereby consents to the foregoing transfer of parking spaces and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment.

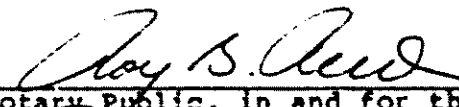
IN WITNESS WHEREOF, said FREDERICK BOLTE, Trustee, has executed these presents this 23rd day of July, 1980.

  
 Frederick Bolte,  
 Trustee as aforesaid

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF SAN MATEO )

On this 23rd day of July, 1980, before me personally appeared FREDERICK BOLTE, Trustee of the Gussie Minnette Bolte Trust, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed as such Trustee.



  
 Notary Public, in and for the  
 above-named State and County.  
 My commission expires June 19, 1984

CONSENT OF MORTGAGEE;  
SUBSTITUTION OF MORTGAGED PREMISES;  
AND  
PARTIAL RELEASE OF MORTGAGE

THIS AGREEMENT made this 23rd day of April,  
1980, by and between JUDITH MICHICO MIYABARA, unmarried

of Honolulu, City and County of Honolulu, State of Hawaii,  
hereinafter called the "Mortgagor", and FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF HAWAII, a federal corporation, of said  
Honolulu, hereinafter called the "Mortgagee";

W I T N E S S E T H T H A T :

WHEREAS, the Mortgagee is the holder of a first mortgage executed by the Mortgagor, dated October 11, 1979 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14300 at Page 581 (hereinafter referred to as the "mortgage"), said mortgage securing the principal sum of \$ 12,000.00 and covering Apartment Lease No. 38 dated November 2, 1979, recorded in said Bureau of Conveyances in Liber 14149 at Page 222, said lease covering Apartment No. 38 and Parking Stall No. 140 in THE VILLAGE MALUHIA (hereinafter referred to as the "Project"), a horizontal property regime created and established by Declaration of Horizontal Property Regime dated September 13, 1979, recorded in said Bureau of Conveyances in Liber 14025 at Page 728, as amended (hereinafter referred to as the "Declaration"), all as more fully described in said mortgage;

WHEREAS, the Mortgagor has entered into the foregoing agreement with others for the exchange of parking stalls;

WHEREAS, the Mortgagor has requested the Mortgagee's consent to such transfer and to the substitution of parking stall as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Mortgagee does hereby consent to the foregoing transfer of parking stalls and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment of any of the property secured by the aforesaid mortgage.

2. The Mortgagor does hereby grant, convey, assign, transfer and set over unto the Mortgagee, its successors and assigns, Parking Stall No. 90 in said project as additional security under said mortgage, and in substitution for Parking Stall No. 140 in said project.

To have and to hold the same, together with all rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, unto the Mortgagee, its successors and assigns, for and during the balance of the term of said Apartment Lease.

Together with and subject to the easements, covenants, conditions and all other provisions set forth in said Declaration, and the encumbrances set forth in said Apartment Lease.

Together with all rights and options accruing to the Lessee under the terms of said Apartment Lease, it being agreed and understood that in all cases where the Lessee has the right to exercise any options or rights as between the Lessor and Lessee, the decision in the exercise of such rights and options shall be made solely by the Mortgagee.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is the lawful owner of said Apartment Lease No. 38 and Parking Stall No. 90 in said project and has good right to assign the same as such security hereunder; that said Apartment Lease and Parking Stall No. 90 are free from all encumbrances except as set forth in said Mortgage; and that the Mortgagor will and the Mortgagor's successors and permitted assigns shall WARRANT AND DEFEND the same unto the Mortgagee and its successors and assigns against the lawful claims and demands of all persons.

It is conditioned and agreed that all and singular the terms and provisions set forth in said mortgage shall apply equally to said additional property herein conveyed and assigned, as effectually as though herein incorporated at length and as though all of said property was originally within the terms of said mortgage, and neither said mortgage nor this instrument shall be deemed satisfied nor be discharged until the entire indebtedness and all moneys otherwise payable to the Mortgagee under the terms of said mortgage shall be fully paid; and that any default on the part of the Mortgagor in the making of said payment on said indebtedness as hereinabove stipulated or in keeping any covenant in said mortgage shall be deemed a default under both of them, and the entire indebtedness then outstanding on every account shall, at the option of the Mortgagee, become at once due and payable, and all provisions and remedies with respect to the foreclosure of said mortgage and this instrument and the collection of all indebtedness shall become enforceable.

PROVIDED, HOWEVER, that if the Mortgagor shall in all respects fulfill and discharge the covenants and conditions of

said mortgage and this instrument, and pay the cost of release thereof, the same shall become void.

3. The Mortgagee does hereby release and discharge from said mortgage Parking Stall No. 140; provided that this partial release shall not affect or impair the security of said mortgage with respect to said Apartment Lease No. 38 and Parking Stall No. 90, the undivided interest in all common elements of said project and the remainder of the property secured by said mortgage, not heretofore or herein specifically released.


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

  
Judith Michiko Miyasaka

Mortgagor

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAWAII

  
Its VICE PRESIDENT

By   
Its ASSISTANT VICE PRESIDENT

Mortgagee

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

On this 23<sup>rd</sup> day of April, 1980, before me personally appeared JUDITH MICHIKO MIYABARA, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Cindy H. Kuku  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires 10-16-83

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

On this \_\_\_\_\_ day of JUN 19 1980, 19\_\_\_\_\_, before me appeared ALVIN H. YAMADA and HIROSHI IMAMURA, to me personally known, who, being by me duly sworn, did say that they are the VICE PRESIDENT and ASST VICE PRESIDENT, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAWAII, a federal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said ALVIN H. YAMADA and HIROSHI IMAMURA acknowledged said instrument to be the free act and deed of said corporation.

The Mortgagor's principal place of  
 business and post office address is:

551 Fort Street Mall, Honolulu, HI  
 and P. O. Box 3346, Honolulu, HI  
 96801

Carl R. Kurokita  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires 10-3-82

CONSENT OF MORTGAGEE;  
SUBSTITUTION OF MORTGAGED PREMISES;  
AND  
PARTIAL RELEASE OF MORTGAGE

THIS AGREEMENT made this 23rd day of April,  
1980, by and between CHART HOUSE HAWAII, INC., a Hawaii  
corporation  
of Honolulu, City and County of Honolulu, State of Hawaii,  
hereinafter called the "Mortgagor", and FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF HAWAII, a federal corporation, of said  
Honolulu, hereinafter called the "Mortgagee";

W I T N E S S E T H   T H A T :

WHEREAS, the Mortgagee is the holder of a first  
mortgage executed by the Mortgagor, dated December 19, 1979  
and recorded in the Bureau of Conveyances of the State of  
Hawaii in Liber 14346 at Page 339 (hereinafter  
referred to as the "mortgage"), said mortgage securing the  
principal sum of \$ 52,000.00 and covering Apartment Lease  
No. 406 dated November 2, 1979, recorded in said  
Bureau of Conveyances in Liber 14150 at Page 240, said lease  
covering Apartment No. 406 and Parking Stall No. 115  
in THE VILLAGE MALUHIA (hereinafter referred to as the  
"Project"), a horizontal property regime created and  
established by Declaration of Horizontal Property Regime dated  
September 13, 1979, recorded in said Bureau of Conveyances in  
Liber 14025 at Page 728, as amended (hereinafter referred to as  
the "Declaration"), all as more fully described in said  
mortgage;

WHEREAS, the Mortgagor has entered into the foregoing  
agreement with others for the exchange of parking stalls;

WHEREAS, the Mortgagor has requested the Mortgagee's consent to such transfer and to the substitution of parking stall as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Mortgagee does hereby consent to the foregoing transfer of parking stalls and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment of any of the property secured by the aforesaid mortgage.

2. The Mortgagor does hereby grant, convey, assign, transfer and set over unto the Mortgagee, its successors and assigns, Parking Stall No. 140 in said project as additional security under said mortgage, and in substitution for Parking Stall No. 115 in said project.

To have and to hold the same, together with all rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, unto the Mortgagee, its successors and assigns, for and during the balance of the term of said Apartment Lease.

Together with and subject to the easements, covenants, conditions and all other provisions set forth in said Declaration, and the encumbrances set forth in said Apartment Lease.

Together with all rights and options accruing to the Lessee under the terms of said Apartment Lease, it being agreed and understood that in all cases where the Lessee has the right to exercise any options or rights as between the Lessor and Lessee, the decision in the exercise of such rights and options shall be made solely by the Mortgagee.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is the lawful owner of said Apartment Lease No. 406 and Parking Stall No. 140 in said project and has good right to assign the same as such security hereunder; that said Apartment Lease and Parking Stall No. 140 are free from all encumbrances except as set forth in said Mortgage; and that the Mortgagor will and the Mortgagor's successors and permitted assigns shall WARRANT AND DEFEND the same unto the Mortgagee and its successors and assigns against the lawful claims and demands of all persons.

It is conditioned and agreed that all and singular the terms and provisions set forth in said mortgage shall apply equally to said additional property herein conveyed and assigned, as effectually as though herein incorporated at length and as though all of said property was originally within the terms of said mortgage, and neither said mortgage nor this instrument shall be deemed satisfied nor be discharged until the entire indebtedness and all moneys otherwise payable to the Mortgagee under the terms of said mortgage shall be fully paid; and that any default on the part of the Mortgagor in the making of said payment on said indebtedness as hereinabove stipulated or in keeping any covenant in said mortgage shall be deemed a default under both of them, and the entire indebtedness then outstanding on every account shall, at the option of the Mortgagee, become at once due and payable, and all provisions and remedies with respect to the foreclosure of said mortgage and this instrument and the collection of all indebtedness shall become enforceable.

PROVIDED, HOWEVER, that if the Mortgagor shall in all respects fulfill and discharge the covenants and conditions of

said mortgage and this instrument, and pay the cost of release thereof, the same shall become void.

3. The Mortgagee does hereby release and discharge from said mortgage Parking Stall No. 115; provided that this partial release shall not affect or impair the security of said mortgage with respect to said Apartment Lease No. 406 and Parking Stall No. 140, the undivided interest in all common elements of said project and the remainder of the property secured by said mortgage, not heretofore or herein specifically released.

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

CHART HOUSE HAWAII, INC.

By Joseph B. Labell  
Its President  
By Samuel T. Chung  
Its Vice President  
Mortgagor

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAWAII

By [Signature]  
Its VICE PRESIDENT  
By [Signature]  
Its [Signature]  
Mortgagee

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this 17th day of June, 1980,  
before me appeared Joseph B. Cabell and Kenneth T. Chung,  
to me personally known, who, being by me duly sworn, did say  
that they are the President and Vice President,  
respectively, of CHART HOUSE HAWAII, INC., a Hawaii  
corporation; that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation; that said instrument  
was signed and sealed in behalf of said corporation by  
authority of its Board of Directors; and  
said Joseph B. Cabell and Kenneth T. Chung acknowledged  
said instrument to be the free act and deed of said corporation.

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

My commission expires 6-26-82  
22-

STATE OF HAWAII  
CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this JUN 19 1980 day of June, 1980,  
before me appeared AIVIN H. YAMADA and HIROSHI IMAMURA,  
to me personally known, who, being by me duly sworn, did say  
that they are the VICE PRESIDENT and ASST VICE PRESIDENT,  
respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF  
HAWAII, a federal corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation;  
that said instrument was signed and sealed in behalf of said  
corporation by authority of its Board of Directors; and  
said AIVIN H. YAMADA and HIROSHI IMAMURA acknowledged  
said instrument to be the free act and deed of said corporation.

The Mortgagee's principle place of  
business and post office address is:

851 Fort Street Mall, Honolulu, HI  
and P. O. Box 3346, Honolulu, HI  
96801

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

My commission expires 10-3-81 ✓

CONSENT OF MORTGAGEE;  
SUBSTITUTION OF MORTGAGED PREMISES;  
AND  
PARTIAL RELEASE OF MORTGAGE

THIS AGREEMENT made this 28<sup>th</sup> day of April,  
1980, by and between CHART HOUSE HAWAII, INC., a Hawaii  
corporation  
of Honolulu, City and County of Honolulu, State of Hawaii,  
hereinafter called the "Mortgagor", and GECC FINANCIAL  
CORPORATION, a Hawaii corporation, of said Honolulu, hereinafter  
called the "Mortgagee";

**W I T N E S S E T H   T H A T :**

WHEREAS, the Mortgagee is the holder of a second  
mortgage executed by the Mortgagor, dated 12/10/79  
and recorded in the Bureau of Conveyances of the State of  
Hawaii in Liber 14809 at Page 262 (hereinafter  
referred to as the "mortgage"), said mortgage securing the  
principal sum of \$ 6,500.00 and covering Apartment Lease  
No. 406 dated November 2, 1979, recorded in said  
Bureau of Conveyances in Liber 14150 at Page 240, said lease  
covering Apartment No. 406 and Parking Stall No. 115  
in THE VILLAGE MALURIA (hereinafter referred to as the  
"Project"), a horizontal property regime created and  
established by Declaration of Horizontal Property Regime dated  
September 13, 1979, recorded in said Bureau of Conveyances in  
Liber 14025 at Page 728, as amended (hereinafter referred to as  
the "Declaration"), all as more fully described in said  
mortgage;

WHEREAS, the Mortgagor has entered into the foregoing  
agreement with others for the exchange of parking stalls;

WHEREAS, the Mortgagor has requested the Mortgagee's consent to such transfer and to the substitution of parking stall as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Mortgagee does hereby consent to the foregoing transfer of parking stalls and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment of any of the property secured by the aforesaid mortgage.

2. The Mortgagor does hereby grant, convey, assign, transfer and set over unto the Mortgagee, its successors and assigns, Parking Stall No. 140 in said project as additional security under said mortgage, and in substitution for Parking Stall No. 115 in said project.

To have and to hold the same, together with all rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, unto the Mortgagee, its successors and assigns, for and during the balance of the term of said Apartment Lease.

Together with and subject to the easements, covenants, conditions and all other provisions set forth in said Declaration, and the encumbrances set forth in said Apartment Lease.

Together with all rights and options accruing to the Lessee under the terms of said Apartment Lease, it being agreed and understood that in all cases where the Lessee has the right to exercise any options or rights as between the Lessor and Lessee, the decision in the exercise of such rights and options shall be made solely by the Mortgagee.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is the lawful owner of said Apartment Lease No. 406 and Parking Stall No. 140 in said project and has good right to assign the same as such security hereunder; that said Apartment Lease and Parking Stall No. 140 are free from all encumbrances except as set forth in said Mortgage; and that the Mortgagor will and the Mortgagor's successors and permitted assigns shall WARRANT AND DEFEND the same unto the Mortgagee and its successors and assigns against the lawful claims and demands of all persons.

It is conditioned and agreed that all and singular the terms and provisions set forth in said mortgage shall apply equally to said additional property herein conveyed and assigned, as effectually as though herein incorporated at length and as though all of said property was originally within the terms of said mortgage, and neither said mortgage nor this instrument shall be deemed satisfied nor be discharged until the entire indebtedness and all moneys otherwise payable to the Mortgagee under the terms of said mortgage shall be fully paid; and that any default on the part of the Mortgagor in the making of said payment on said indebtedness as hereinabove stipulated or in keeping any covenant in said mortgage shall be deemed a default under both of them, and the entire indebtedness then outstanding on every account shall, at the option of the Mortgagee, become at once due and payable, and all provisions and remedies with respect to the foreclosure of said mortgage and this instrument and the collection of all indebtedness shall become enforceable.

PROVIDED, HOWEVER, that if the Mortgagor shall in all respects fulfill and discharge the covenants and conditions of

said mortgage and this instrument, and pay the cost of release thereof, the same shall become void.

3. The Mortgagee does hereby release and discharge from said mortgage Parking Stall No. 115; provided that this partial release shall not affect or impair the security of said mortgage with respect to said Apartment Lease No. 406 and Parking Stall No. 140, the undivided interest in all common elements of said project and the remainder of the property secured by said mortgage, not heretofore or herein specifically released.

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

CHART HOUSE HAWAII, INC.

By Joseph B. Chell  
its President  
By Kenneth T. Chung  
its Vice President  
Mortgagor

GECC FINANCIAL CORPORATION

By W. Minalodan  
its Vice President  
By E. S. Wakamui  
its Assistant Vice President

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

On this 21 day of June, 19 80, before me appeared W. MINATODANI and Earl S. Wakamupa, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Vice President, respectively, of GECC FINANCIAL CORPORATION, a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Earl S. Wakamupa acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, First Judicial Circuit, State of Hawaii

My commission expires 6/19/81

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

On this 17th day of June, 19 80, before me appeared James B. Carroll and Kenneth T. Chinn, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of CHART HOUSE HAWAII, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said James B. Carroll and Kenneth T. Chinn acknowledged said instrument to be the free act and deed of said corporation.

The Mortgagee's principle place of business and post office address is:

720 Bishop Street, Honolulu, HI  
 and P. O. Box 2448, Honolulu, HI  
 96804

Notary Public, First Judicial Circuit, State of Hawaii.

My commission expires 6-26-82

S.S.

CONSENT OF MORTGAGEE;  
SUBSTITUTION OF MORTGAGED PREMISES;  
AND  
PARTIAL RELEASE OF MORTGAGE

THIS AGREEMENT made this 24<sup>th</sup> day of April,  
1980, by and between SMITH DEVELOPMENT CORP., a Hawaii  
corporation,  
of Honolulu, City and County of Honolulu, State of Hawaii,  
hereinafter called the "Mortgagor", and FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION OF HAWAII, a federal corporation, of said  
Honolulu, hereinafter called the "Mortgagee";

W I T N E S S E T H   T H A T :

WHEREAS, the Mortgagee is the holder of a first  
mortgage executed by the Mortgagor, dated December 13, 1979  
and recorded in the Bureau of Conveyances of the State of  
Hawaii in Liber 14309 at Page 591 (hereinafter  
referred to as the "mortgage"), said mortgage securing the  
principal sum of \$ 51,200.00 and covering Apartment Lease  
No. 13 dated November 2, 1979, recorded in said  
Bureau of Conveyances in Liber 14149 at Page 60, said lease  
covering Apartment No. 13 and Parking Stall No. 90  
in THE VILLAGE MALUHIA (hereinafter referred to as the  
"Project"), a horizontal property regime created and  
established by Declaration of Horizontal Property Regime dated  
September 13, 1979, recorded in said Bureau of Conveyances in  
Liber 14025 at Page 728, as amended (hereinafter referred to as  
the "Declaration"), all as more fully described in said  
mortgage;

WHEREAS, the Mortgagor has entered into the foregoing  
agreement with others for the exchange of parking stalls;

WHEREAS, the Mortgagor has requested the Mortgagee's consent to such transfer and to the substitution of parking stall as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Mortgagee does hereby consent to the foregoing transfer of parking stalls and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment of any of the property secured by the aforesaid mortgage.

2. The Mortgagor does hereby grant, convey, assign, transfer and set over unto the Mortgagee, its successors and assigns, Parking Stall No. 10 in said project as additional security under said mortgage, and in substitution for Parking Stall No. 90 in said project.

To have and to hold the same, together with all rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, unto the Mortgagee, its successors and assigns, for and during the balance of the term of said Apartment Lease.

Together with and subject to the easements, covenants, conditions and all other provisions set forth in said Declaration, and the encumbrances set forth in said Apartment Lease.

Together with all rights and options accruing to the Lessee under the terms of said Apartment Lease, it being agreed and understood that in all cases where the Lessee has the right to exercise any options or rights as between the Lessor and Lessee, the decision in the exercise of such rights and options shall be made solely by the Mortgagee.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is the lawful owner of said Apartment Lease No. 13 and Parking Stall No. 10 in said project and has good right to assign the same as such security hereunder; that said Apartment Lease and Parking Stall No. 10 are free from all encumbrances except as set forth in said Mortgage; and that the Mortgagor will and the Mortgagor's successors and permitted assigns shall WARRANT AND DEFEND the same unto the Mortgagee and its successors and assigns against the lawful claims and demands of all persons.

It is conditioned and agreed that all and singular the terms and provisions set forth in said mortgage shall apply equally to said additional property herein conveyed and assigned, as effectually as though herein incorporated at length and as though all of said property was originally within the terms of said mortgage, and neither said mortgage nor this instrument shall be deemed satisfied nor be discharged until the entire indebtedness and all moneys otherwise payable to the Mortgagee under the terms of said mortgage shall be fully paid; and that any default on the part of the Mortgagor in the making of said payment on said indebtedness as hereinabove stipulated or in keeping any covenant in said mortgage shall be deemed a default under both of them, and the entire indebtedness then outstanding on every account shall, at the option of the Mortgagee, become at once due and payable, and all provisions and remedies with respect to the foreclosure of said mortgage and this instrument and the collection of all indebtedness shall become enforceable.

PROVIDED, HOWEVER, that if the Mortgagor shall in all respects fulfill and discharge the covenants and conditions of

said mortgage and this instrument, and pay the cost of release thereof, the same shall become void.

3. The Mortgagee does hereby release and discharge from said mortgage Parking Stall No. 90; provided that this partial release shall not affect or impair the security of said mortgage with respect to said Apartment Lease No. 13 and Parking Stall No. 10, the undivided interest in all common elements of said project and the remainder of the property secured by said mortgage, not heretofore or herein specifically released.

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

SMITH DEVELOPMENT CORP.

By [Signature]

Its [Signature]

Mortgagor

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAWAII

By [Signature]

Its [Signature]

By [Signature]

Its [Signature]

ASSOCIATE VICE PRESIDENT

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

On this 24<sup>th</sup> day of April, 1982,  
 before me appeared Allen S. Smith, to me  
 personally known, who, being by me duly sworn, did say that he  
 is the President of SMITH DEVELOPMENT CORP., a Hawaii  
 corporation; that the seal affixed to the foregoing instrument  
 is the corporate seal of said corporation; that said instrument  
 was signed and sealed in behalf of said corporation by  
 authority of its Board of Directors; and  
 said Allen S. Smith acknowledged said instrument  
 to be the free act and deed of said corporation.

James H. Hishinuma  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires 10/6/83

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

On this JUN 19 1982 day of JUN 19 1982, 1982,  
 before me appeared ALVIN H. YAMADA and HIROSHI IMAMURA,  
 to me personally known, who, being by me duly sworn, did say  
 that they are the VICE PRESIDENT and ASST VICE PRESIDENT,  
 respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF  
HAWAII, a federal corporation; that the seal affixed to the  
 foregoing instrument is the corporate seal of said corporation;  
 that said instrument was signed and sealed in behalf of said  
 corporation by authority of its Board of Directors; and  
 said ALVIN H. YAMADA and HIROSHI IMAMURA acknowledged  
 said instrument to be the free act and deed of said corporation.

The Mortgagee's principle place of  
 business and post office address is:

851 Fort Street Mall, Honolulu, HI  
 and P. O. Box 3346, Honolulu, HI  
 96801

Carol R. Kenoshta  
 Notary Public, First Judicial  
 Circuit, State of Hawaii.

My commission expires 10-3-85

CONSENT OF MORTGAGEE;  
SUBSTITUTION OF MORTGAGED PREMISES;  
AND  
PARTIAL RELEASE OF MORTGAGE

THIS AGREEMENT made this 24<sup>th</sup> day of April,  
1980, by and between SMITH DEVELOPMENT CORP., a Hawaii  
corporation,  
of Honolulu, City and County of Honolulu, State of Hawaii,  
hereinafter called the "Mortgagor", and GECC FINANCIAL  
CORPORATION, a Hawaii corporation, of said Honolulu, hereinafter  
called the "Mortgagee";

W I T N E S S E T H    T H A T :

WHEREAS, the Mortgagee is the holder of a second  
mortgage executed by the Mortgagor, dated December 13, 1979  
and recorded in the Bureau of Conveyances of the State of  
Hawaii in Liber 14309 at Page 601 (hereinafter  
referred to as the "mortgage"), said mortgage securing the  
principal sum of \$ 6,400.00 and covering Apartment Lease  
No. 13 dated November 2, 1979, recorded in said  
Bureau of Conveyances in Liber 14149 at Page 60, said lease  
covering Apartment No. 13 and Parking Stall No. 90  
in THE VILLAGE MALUHIA (hereinafter referred to as the  
"Project"), a horizontal property regime created and  
established by Declaration of Horizontal Property Regime dated  
September 13, 1979, recorded in said Bureau of Conveyances in  
Liber 14025 at Page 728, as amended (hereinafter referred to as  
the "Declaration"), all as more fully described in said  
mortgage;

WHEREAS, the Mortgagor has entered into the foregoing  
agreement with others for the exchange of parking stalls;

WHEREAS, the Mortgagor has requested the Mortgagee's consent to such transfer and to the substitution of parking stall as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Mortgagee does hereby consent to the foregoing transfer of parking stalls and amendment of Declaration and Apartment Leases upon the express condition that this consent shall not be deemed or construed to be a consent to any other or further transfer or assignment of any of the property secured by the aforesaid mortgage.

2. The Mortgagor does hereby grant, convey, assign, transfer and set over unto the Mortgagee, its successors and assigns, Parking Stall No. 10 in said project as additional security under said mortgage, and in substitution for Parking Stall No. 90 in said project.

To have and to hold the same, together with all rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, unto the Mortgagee, its successors and assigns, for and during the balance of the term of said Apartment Lease.

Together with and subject to the easements, covenants, conditions and all other provisions set forth in said Declaration, and the encumbrances set forth in said Apartment Lease.

Together with all rights and options accruing to the Lessee under the terms of said Apartment Lease, it being agreed and understood that in all cases where the Lessee has the right to exercise any options or rights as between the Lessor and Lessee, the decision in the exercise of such rights and options shall be made solely by the Mortgagee.

And the Mortgagor hereby covenants with the Mortgagee that the Mortgagor is the lawful owner of said Apartment Lease No. 13 and Parking Stall No. 10 in said project and has good right to assign the same as such security hereunder; that said Apartment Lease and Parking Stall No. 10 are free from all encumbrances except as set forth in said Mortgage; and that the Mortgagor will and the Mortgagor's successors and permitted assigns shall WARRANT AND DEFEND the same unto the Mortgagee and its successors and assigns against the lawful claims and demands of all persons.

It is conditioned and agreed that all and singular the terms and provisions set forth in said mortgage shall apply equally to said additional property herein conveyed and assigned, as effectually as though herein incorporated at length and as though all of said property was originally within the terms of said mortgage, and neither said mortgage nor this instrument shall be deemed satisfied nor be discharged until the entire indebtedness and all moneys otherwise payable to the Mortgagee under the terms of said mortgage shall be fully paid; and that any default on the part of the Mortgagor in the making of said payment on said indebtedness as hereinabove stipulated or in keeping any covenant in said mortgage shall be deemed a default under both of them, and the entire indebtedness then outstanding on every account shall, at the option of the Mortgagee, become at once due and payable, and all provisions and remedies with respect to the foreclosure of said mortgage and this instrument and the collection of all indebtedness shall become enforceable.

PROVIDED, HOWEVER, that if the Mortgagor shall in all respects fulfill and discharge the covenants and conditions of

said mortgage and this instrument, and pay the cost of release thereof, the same shall become void.

3. The Mortgagee does hereby release and discharge from said mortgage Parking Stall No. 90; provided that this partial release shall not affect or impair the security of said mortgage with respect to said Apartment Lease No. 12 and Parking Stall No. 10, the undivided interest in all common elements of said project and the remainder of the property secured by said mortgage, not heretofore or herein specifically released.

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

SMITH DEVELOPMENT CORP.

By [Signature]

Its

Mortgagor

GECC FINANCIAL CORPORATION

By [Signature]

Its

Vice President

By [Signature]

Its

Assistant Vice President

Mortgagee

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

On this 27 day of April, 1980, before me appeared W. MINATOJANI and Earl S. Wakamura, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Vice President, respectively, of GECC FINANCIAL CORPORATION, a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. MINATOJANI and EARL S. WAKAMURA acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, First Judicial Circuit, State of Hawaii.

My commission expires 6/19/81

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

On this 24th day of April, 1980, before me appeared Peter J. Smith, to me personally known, who, being by me duly sworn, did say that he is the President of SMITH DEVELOPMENT CORP., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Peter J. Smith acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, First Judicial Circuit, State of Hawaii.

My commission expires 10/6/83

The Mortgagee's principle place of business and post office address is:

700 Bishop Street, Honolulu, HI  
and P. O. Box 2448, Honolulu, HI  
96804

BY-LAWS  
OF  
THE ASSOCIATION OF APARTMENT OWNERS OF  
THE VILLAGE MALUHIA

The following By-Laws shall apply to this condominium project (herein called the "project"), as described in and created by Declaration of Horizontal Property Regime (herein called the "Declaration") to be recorded or filed of record in the State of Hawaii contemporaneously herewith, and to all present and future owners, tenants and occupants of any apartments of the project and all other persons who shall at any time use the project.

ARTICLE I

ASSOCIATION OF OWNERS

Section 1. Qualification. All owners of apartments of the project shall constitute the Association of Apartment Owners, herein called the "Association". The owner of any apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by lease of any apartment registered under Chapter 501 or recorded under Chapter 502 of the Hawaii Revised Statutes (filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii or recorded in the Bureau of Conveyances of the State of Hawaii), the lessee of such apartment shall be deemed to be the owner thereof.

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

Section 3. Annual Meetings. The first meeting of the association of apartment owners shall be held not later than one hundred eighty (180) days after recordation of the first apartment conveyance; provided forty per cent (40%) or more of the project has been sold and recorded. If 40% of the project is not sold and recorded at the end of one year, an annual meeting shall be called; provided ten per cent (10%) of the apartment owners so request. Thereafter the annual meetings of the Association shall be held within three (3) months after the end of such accounting year.

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

Section 5. Notice of Meetings. The Secretary shall give written or printed notice of each annual and special meeting to every apartment owner according to the Association's record of ownership, at least fourteen 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 and including a standard proxy form authorized by the Association, if any, in the following ways: (a) by delivering it to him personally, or (b) by leaving it at his apartment in the project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

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

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

Section 8. Proxies and Pledges. The authority given by any apartment owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner; provided, however, that any proxy form which accompanies a

notice of meeting shall be valid for the meeting to which the notice pertains and its adjournment only and may designate any person as proxy and may be limited as the apartment owner desires and indicates. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

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

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

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

Section 11. Conduct of Meetings. All Association and Board meetings shall be conducted in accordance with Roberts Rules of Order, or other accepted rules for the conduct of meetings.

Section 12. Minutes of Meetings. The minutes of the meetings of the Association of Apartment Owners and the Board of Directors shall be available for examination by apartment owners at convenient hours at a place designated by the Board.

## ARTICLE II

### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom shall be the sole owner or co-owner, an officer of any corporate owner of an apartment or vendee under an agreement of sale. The partners of a general partnership and the general partners of a limited

partnership shall be deemed to be owners of an apartment for this purpose. In the case of fiduciary owners, the fiduciaries or officers or employees of such fiduciaries shall be eligible to serve as director. The directors shall serve without compensation. No resident manager or any employee of the Managing Agent shall serve on the Board of Directors.

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

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

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Hawaii for more than six (6) months, or his ceasing to be the sole owner or co-owner of an apartment, shall cause his office to become vacant.

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

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

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each director in a reasonable manner at least fourteen (14) days, if practicable, prior to such meeting.

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

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

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

Section 11. Conflict of Interest. A Director shall not vote or cast proxy at any Board meeting on any issue in which he has a conflict of interest.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers, employees and agents of the Association handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

### ARTICLE III

#### OFFICERS

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

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

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the

members of the Board of Directors, and his successor elected, at any regular meeting of the Board or any special meeting called for such purpose.

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

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

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary.

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

Section 8. Auditor. The Association may appoint annually a public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any apartment, to audit the books and financial records of the Association as required by law or directed by the Board of Directors. The members of the Association may require, by vote at the annual meeting, a yearly audit by a Certified Public Accountant.

#### ARTICLE IV

##### ADMINISTRATION

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

(a) Supervision of its immediate management and operation;

(b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;

(c) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements;

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

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

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

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

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

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

(j) Keep 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 any other expenses incurred. All records and the vouchers authorizing the payments shall be kept and maintained at the address of the project, or elsewhere within the State of Hawaii as determined by the Board of Directors, and shall be available for examination by the apartment owners at convenient hours of business days;

(k) Notification of all persons having any interest in any apartment according to the Association's record of ownership of delinquency exceeding sixty (60) days in the payment of any assessment against such apartment; and

(l) Establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these By-Laws and the house rules adopted pursuant to Article V, Section 4, of these By-Laws; provided

such penalties and fines are not inconsistent with the law or the provisions herein, and the unpaid amount of such penalties and fines against any apartment owner shall constitute a lien against his interest in his apartment which may be foreclosed by the Board of Directors or Managing Agent in the same manner as provided in the Horizontal Property Act for common expenses.

Section 2. Managing Agent. The Board of Directors shall annually employ a responsible corporation authorized to do business in Hawaii as Managing Agent to manage and control the project and subject at all times to direction by the Board, with all the administrative functions set forth specifically in the preceding Section 1 and such other powers and duties and at such compensation as the Board may establish, subject to prior approval of every such employment contract by a majority of apartment owners. ✓

Section 3. Representation. Except as provided in Section 5, Article V herein, the President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements, or more than one apartment, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such action, suits and proceedings without prejudice to the rights of any apartment owners individually to appear, sue or be sued. Service of process on two or more apartment owners in any such action, suit or proceeding may be made on the President or Managing Agent. Every Managing Agent shall also be the agent of the respective lessees under any apartment leases filed with the Board for the collection, custody and payment of all rent, taxes, assessments and other charges payable thereunder.

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

#### ARTICLE V

##### OBLIGATIONS OF APARTMENT OWNERS

Section 1. Assessments. All apartment owners shall pay to the Managing Agent in advance on the first day of each and every month the monthly installments of assessments against their respective apartments for common expenses of the project in accordance with the Declaration and also, with respect to any lease of any apartment filed with the Board of Directors, a monthly sum determined by the Managing Agent to be sufficient to accumulate and pay when due all rent, taxes, assessments and other charges thereunder payable by the lessee of such apartment unless such sums are required to be paid to and accumulated by the mortgagee under any subsisting mortgage of

such apartment lease filed with the Board.

Section 2. Maintenance of Apartments. Every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment and the interior decorated or finished surfaces of all walls, floors and ceilings of such apartment and all limited common elements appurtenant and adjacent thereto, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every apartment owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the project when discovered.

Section 3. Use of Project.

(a) All apartments of the project shall be used only for such purposes stated in the Declaration.

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

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

(d) Every apartment owner and occupant shall at all times keep his apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the project.

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

(f) No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any

signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected.

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

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

(i) No garments, rugs or other objects shall be hung from the windows or facades of the project.

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

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

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

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

(n) No apartment owner or occupant shall erect, place or maintain any television or other antennas on said project visible from any point outside of the project.

(o) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

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

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

Section 6. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the apartment owner against whom the same are assessed. If the apartment owner shall fail to pay his assessment within ten (10) days after the due date, then the apartment owner shall pay an additional assessment of \$10.00 for each such failure and all delinquent assessments shall bear interest at the rate of 1% per month from the assessment due date. In the event of a default or defaults in payment of any such assessment or assessments and in addition to any other remedies herein or by law provided, the Board of Directors may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Each such action must be authorized by a majority of the Board at a regular or special meeting thereof and any such suit may be instituted by any one member of the Board or by the Managing Agent if the latter is so authorized in writing. Each such action shall be brought in the name of the Board and the Board shall be deemed to be acting of behalf of all the apartment owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the Court may adjudge against such defaulting apartment owner. Upon full satisfaction of any such judgment, it shall be the duty of the Board to authorize any two members thereof, acting in the name of the Board, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within ninety (90) days after the occurrence of any such default, the Board (acting upon the authorization of the majority thereof at any regular or special meeting) may give a notice to the defaulting apartment owner, with a copy to the mortgagee of such apartment owner, if such mortgagee has furnished its name and address to the Board, which said notice shall state the date of the delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to file a claim of lien against the apartment of such delinquent apartment owner. Such claim of lien shall state (1) the name

of the delinquent apartment owner or reputed apartment owner, (2) a description of the apartment against which claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Board pursuant to the terms of these By-Laws and of Chapter 514A, Hawaii Revised Statutes, as amended, and (5) that a lien is claimed against said described apartment in an amount equal to the amount of the stated delinquency. Any such claims of lien shall be signed and acknowledged by any two or more members of the Board and shall be dated as of the date of the execution by the last such Board member to execute said claim of lien. Upon recordation of a duly executed original or copy of such claim of lien with the Bureau of Conveyances or the Assistant Registrar of the Land Court of the State of Hawaii, the Board shall have all remedies provided in Section 514A-90, Hawaii Revised Statutes, as amended. Each default shall constitute a separate basis for a claim of lien or a lien. In the event the foreclosure is under power of sale, the Board, or any person designated by it in writing, shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The certificate of sale shall be executed and acknowledged by any two members of the Board or by the person conducting the sale.

(c) For the purposes of this Section 5, a certificate executed and acknowledged or made under penalty of perjury by any two members of the Board shall be conclusive upon the Board and the apartment owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any apartment owner shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his apartment (or the fact that all assessments due are paid if such is the case) within fifteen (15) days after demand therefor and upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00). In the event any claims of liens have been recorded and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the apartment owner or his successor, and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Board, acting by any two members, shall execute and acknowledge (in the manner provided above) a release of lien, stating the date of the original claim of lien, the amount claimed, the date, the recordation data if recorded in the Bureau of Conveyances or the document number if filed in the Land Court, the fact that the lien has been fully satisfied and that the particular lien is released and discharged, such release of lien to be delivered to the apartment owner or his successor upon payment of the fee.

Section 7. Record of Ownership. Every apartment owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such apartment or other evidence of his title thereto and shall file such document with and present such other evidence of his title to the Board of Directors through the Managing Agent. The Resident Manager or Managing Agent or Board of Directors shall keep an accurate and current list of members of the Association and their current addresses and the names and

addresses of vendees under an agreement of sale, if any. The list shall be maintained at a place designated by the Board.

## ARTICLE VI

### MORTGAGES AND MORTGAGEES

Section 1. Notice to Board of Directors. Any apartment owner who mortgages his interest in an apartment shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association within ten (10) days after the execution of the same. The Association shall maintain such information in a book entitled "Mortgages of Apartments".

Section 2. Notice of Unpaid Common Expenses. The Association, whenever so requested in writing by an owner or mortgagee of an apartment, shall promptly report any then unpaid assessments or common expenses due from the apartment owner involved, and if no request is made then notice shall be given as provided in Article IV, Section 1(k) hereof.

Section 3. Notice of Default. The Board, when giving notice to an apartment owner of a default in paying common expenses or any other default in performance of any obligation under the declaration, by-laws, apartment lease, house rules or other document of the Association, shall send a copy of such notice to each mortgagee of such apartment whose name and address has theretofore been furnished to the Association.

Section 4. Examination of Books. Each mortgagee shall be permitted to examine the books and records of the Association at convenient hours of business days.

Section 5. Mortgage Protection. Notwithstanding any other provision contained in these By-Laws or the Declaration:

(a) The liens in favor of the Association on any apartment and its appurtenant interest in the common elements created by the Declaration, these By-Laws or Chapter 514A, Hawaii Revised Statutes, shall be subject and subordinate to the rights of the holder of any indebtedness secured by any recorded mortgage under such interest, made for value, provided that after the foreclosure of any such mortgage there shall be a lien upon the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed to such apartment if falling due after the date of such foreclosure sale.

(b) All taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Hawaii shall relate only to the individual apartment units and not to the condominium project as a whole.

(c) The Declaration and By-Laws shall not give an apartment owner priority over any rights of first mortgagees of apartments pursuant to their mortgages in the case of a distribution to apartment owners of insurance proceeds or

condemnation awards for losses to or a taking of apartment units and/or common elements.

(d) No amendment to this Article VI shall affect the rights of the holder of any first mortgage filed in the Bureau of Conveyances, State of Hawaii, or the Office of the Assistant Registrar of the Land Court, State of Hawaii, who does not join in the execution thereof if such mortgage was filed prior to the filing of such amendment.

Section 6. Right of First Refusal not Applicable. In the event that there shall be any right of first refusal to purchase any apartment by the Association, any first mortgagee who obtains title to an apartment pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage or assignment of apartment lease in lieu of foreclosure, shall be exempt from such "right of first refusal".

Section 7. Unpaid Common Expenses or Assessments. Any first mortgagee who obtains title to the apartment pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such apartment's unpaid common expenses and assessments which accrue prior to the acquisition of title to such unit by the mortgagee. The unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, including the acquirer of such apartment, his successors and assigns.

Section 8. Release of Information. The Board of Directors may provide any information available to it pertaining to an apartment or the project to the first mortgagee of such apartment and such mortgagee may provide any information to the Board of Directors regarding the mortgagor, the mortgagor's loan and the status of such loan.

## ARTICLE VII

### MISCELLANEOUS

Section 1. By-Laws, Amendments, Copies. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of seventy-five per cent (75%) of the apartment owners at any meeting of the Association duly called for such purpose, effective only upon the recording of an amendment to the Declaration setting forth such amendment of these By-Laws. Upon the request of any apartment owner, mortgagee or other interested party, the Secretary or the Managing Agent shall supply such party with a copy of the By-Laws as amended and shall certify that such copy is current to the date of such certification; provided, however, that the requesting party shall pay a service charge of \$5.00 plus the actual cost of reproduction.

Section 2. Liability and Indemnity of Directors and Officers. The members of the Board of Directors and officers shall not be liable to the apartment owners for any mistake of judgment or otherwise except for their own individual

negligence or misconduct. The Association shall indemnify each director and officer of the Association against all costs, expenses and liabilities, including the amount of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses which may be incurred by or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted, or threatened in which he may be involved as a party or otherwise by reason of his being or having been a director or officer, or by reason of any action taken or authorized or approved by him or any omission to act as director or officer, whether or not he continues to be a director or officer at the time of the incurring or imposition of such costs, expenses or liabilities, except such costs, expenses or liabilities as shall relate to matters as to which he is liable by reason of his negligence or misconduct toward the Association in the performance of his duties as such director or officer. As to whether or not a director or officer was liable by reason of negligence or misconduct toward the Association in the performance of his duties as such director or officer, in the absence of such final adjudication of the existence of such liability, the Board of Directors and each director and officer may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such director or officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such director and officer. The Board of Directors shall procure insurance for such indemnity of members of the Board of Directors.

Section 3. Waiver. The failure of the Board to insist in any one or more instances upon a strict performance of or compliance with any of the covenants of the apartment owner hereunder or to exercise any right or option herein contained, or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option or right, but such covenant or option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the apartment owner hereunder, with or without knowledge by the Board of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver, express or implied, by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the President pursuant to authority contained in resolution of the Board of Directors.

Section 4. Association May Incorporate. All of the rights, powers, obligations and duties of the Association imposed hereunder may be exercised and enforced by a non-profit membership corporation, formed under the laws of the State of Hawaii for the purposes herein set forth by the Association. Said corporation shall be formed upon the written approval of a majority of the voting apartment owners. The formation of said corporation shall in no way alter the terms, covenants and conditions set forth herein and the Articles and By-laws of

said corporation shall be subordinated hereto and controlled hereby. Any action taken by said corporation, which said action is in violation of any or all of the terms, covenants or conditions contained herein, shall be void and of no effect.

Section 5. Subordination. These By-laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Horizontal Property Act (Chapter 514A, Hawaii Revised Statutes, as amended), which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration of said Horizontal Property Act.

Section 6. 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.

#### CERTIFICATE OF ADOPTION

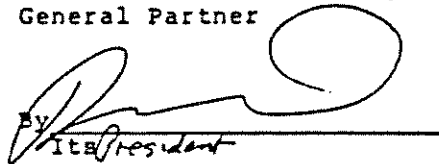
The undersigned Lessor and Developer of all apartments of the project hereby adopt the foregoing as the By-Laws of the Association of Apartment Owners of THE VILLAGE MALUHIA this 13th day of September, 1979.



Frederick Bolte, Trustee of  
the Gussie Minnette Bolte Trust

Lessor

PENSACOLA ASSOCIATES  
By SMITH DEVELOPMENT CORP.,  
General Partner



Developer

BOARD OF DIRECTORS  
Association of Apartment Owners of Village Maluhia  
Alii Ohana Property Management, Inc.  
1580 Makaloa Street, Suite 1130, Honolulu, Hawaii 96814

October 30, 1996

Members  
Association of Apartment  
Owners of The Village Maluhia

**RE: HOUSE RULE AMENDMENTS**

Dear Members:

Transmitted herewith please find House Rules, which were proposed for adoption at our October 22, 1996 Board of Directors Meeting. This proposal contains amendments to the following paragraphs:

Paragraph I.15 is added, together with an exhibit.

Paragraph II.4 is amended.

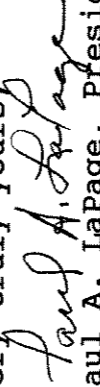
Paragraph III.13.D is amended.

Paragraph III.13.E is amended.

Paragraph III.13.L is amended.

Provided there are not objections, these rules are amended and adopted to become effective immediately.

Very truly yours,

  
Paul A. LaPage, President  
Board of Directors  
Association of Apartment Owners  
of The Village Maluhia

## VILLAGE MALUHIA

### **RULES AND REGULATIONS (HOUSE RULES)**

Effective 10/15/96

The following Rules and Regulations ("Rules") are established in order to protect all residents from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises.

The full authority and responsibility of enforcing said Rules may be delegated to the Resident Manager and the Managing Agent by the Board of Directors of the Association. All Owners, residents, tenants and their guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, neither the Board nor the Managing Agent shall be responsible for any non-compliance or violation of said Rules by the residents, tenants or their guests.

#### **I. GENERAL.**

1. Extreme caution should be exercised at all times not to allow entry into the building to anyone not known to be a resident or authorized to enter by an resident of the project.
2. Residents shall give 24-hours advance notice of moves and deliveries of large items, in or out, to the Resident Manager in order that the elevator can be protected by pads and proper scheduling can be maintained. Moving is limited between the hours of 8:00 a.m. and 4:00 p.m. Monday through Saturday. No moves on major holidays such as Thanksgiving, Christmas, New Years, etc. The elevator service key will be supplied upon receipt of a deposit as determined from time to time by the Board of Directors. Only Elevator #1 will be used. Moving will be through the basement lobby only. **Violations of these rules are subject to an automatic fine of \$50.**
3. Owners and Unit Residents shall file their name, address, phone number and signature with the Resident Manager. An absentee Owner, at his expense, shall have an agent or friend conduct periodic inspections of his closed apartment, assuming responsibility for the contents thereof. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside the island of Oahu or if they will be absent from the apartment for more than thirty (30) days. Such Owners shall file with the Managing Agent and/or the Resident Manager their out-of-town address and telephone number and the address and telephone number of their local agent. **Failure to comply is an automatic \$100 fine.**
4. The Owners must notify the Resident Manager of the names and length of anticipated occupancy of lessees, tenants, and guests and must deliver to lessees, tenants or guests a copy of these Rules prior to move-in. **Non-receipt of the Rules shall not be deemed a waiver of any obligation to comply with these Rules and shall be subject to an automatic fine of \$100.**
5. The resident of any apartment shall not make or permit to be made any noise in the building by himself, his family, invitees, or licensees, which will annoy or interfere with the rights, comforts and convenience of neighbors. Avoid excessive noise of any type and consider other residents at all times. Hold your front door, stairwell and service room doors so as to avoid slamming due to the wind. Particular attention must be paid to maintain a minimum of noise between the quiet hours of 10:00 p.m. and 7:00 a.m. **Sundays through Thursdays, and between 12:00 midnight and 7:00 a.m., Friday, Saturdays, and holidays.** In particular, this applies to social gatherings, TV sets, stereos and musical instruments. Repair work or tradesmen in the apartment shall be limited between the hours of 8:00 a.m. and 4:00 p.m., except in emergency situations. Excessive noise should be reported to the Resident Manager who will take appropriate action.
6. All apartment Owners, jointly and severally, shall be responsible for their conduct and for the conduct of their tenants, guests, and licensees, and shall upon request of the Board, immediately abate and remove at their expense, any structure, thing, or condition that exists with regard to the occupancy of their apartment by any of such persons contrary to the interest and meaning of the provisions hereof; or, if the apartment Owners are unable to control the conduct of such persons as to conform with the governing documents of the Project and these Rules, they shall, upon request of the Board of Directors, immediately remove such persons from the premises without compensation for lost rentals or any other damages resulting therefrom.
7. Guests may be invited onto the premises only by an Owner or resident of the Village Maluhia.

8. Nothing shall be thrown from lanais, windows, balconies, etc. Cigarettes and matches, specifically, are a fire hazard. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the building grounds or within the building is expressly prohibited. **Violations of these rules are subject to an automatic \$100 fine.**
9. Association personnel shall not be asked to do work within the area of any apartment; or asked to leave the premises for any reason or instructed on what or how to perform their job tasks.
10. No solicitation or canvassing will be allowed in the building at any time.
11. Commercial shopping carts such as those used by markets are not allowed on the premises. Any damage resulting from the use of such carts in the common areas shall be paid by the resident causing such damage.
12. The Resident Manager and/or Managing Agent will not give access to apartments without the express written permission of the Owner or except as allowed by Hawaii Revised Statutes 514A-13 (f).
13. "Lock Out Service" is a courtesy provided by the Resident Manager and is not required. If you are locked out, the Resident Manager may provide this service for the listed fees as follows: \$5.00 from 8:00 a.m. to 5:00 p.m. Monday-Friday; \$10.00 from 6:00 p.m. to 10:00 p.m. Monday-Friday; \$25.00 from 10:00 p.m. to 8:00 a.m. Monday-Friday; and \$25.00 from 8:00 a.m. to 10:00 p.m. on Saturday, Sunday and Holidays. This fee is payable in advance or upon entry.
14. Complaints shall be addressed in writing to the Board of Directors in care of the Managing Agent via Owner or Agent.
15. It is the policy of the Association to comply with all applicable laws, including laws relating to housing discrimination. Exhibit A is a brochure from the Hawaii Civil Rights Commission regarding housing discrimination and is attached hereto for your ease of reference.

## II. RULES PERTAINING TO ALL UNITS WITHIN THE BUILDING (RESIDENTIAL AND COMMERCIAL).

1. An apartment shall be used only as a residence and shall not be used for business or other purposes without the written approval of the Board except as provided for in the Declaration and/or Bylaws of the Association.
2. Each Owner shall be responsible for the upkeep and repair of his apartment, including all internal installations, doors, windows, lamps, plumbing, and other fixtures, installations and accessories belonging to their apartment, ensuring it is clean and in good working and aesthetic condition at all times. Any replacement shall conform to the existing building aesthetics in accordance with Board-approved standards. Each Owner shall be fully responsible for the replacement/repair costs in addition to all repair costs for any damages to his apartment, the common elements and/or any other apartment caused by his negligence.
3. No interior alterations, such as wall removal or replacement can be done without the prior written consent in writing of the lessor as specified in the Original Master Lease with Gussie M. Bolte Trust. No installations such as awnings, signs, radio or TV antennas, or other projections or changes of any nature shall be made or attached to the outside walls of any building or the exterior of any door or on the apartment lanais without prior consent in writing from the Board and the Lessor.
4. No livestock, poultry, rabbits, dogs, cats, birds, fish or any other animals whatsoever shall be allowed or kept within any part of Village Maluhia except those registered with the Resident Manager's office as of January 31, 1985. Records will be kept as to who has what type of pet, the age, color, name, etc. No animals shall be bred or used therein for any commercial purpose. All animals must be hand carried at all times while on any and all parts of the common elements. No pet will be allowed at any time on any part of the recreation area. Any pet causing a nuisance or unreasonable disturbance to any other resident of the project shall be immediately and permanently removed therefrom promptly upon notice given by the Board or Managing Agent. Notwithstanding any other provision herein, visually impaired persons and hearing impaired persons shall be allowed to keep certified seeing-eye dogs and certified signal dogs. Further, nothing herein shall be construed to hinder a handicapped person's opportunity for full use and enjoyment of the project.
5. Lanais.
  - A. An apartment Owner shall be responsible for the care and maintenance of all lanais which are included in his apartment. Such Owner may not, however, paint or otherwise decorate the walls and ceilings of the lanais without the prior written approval by the Board. It is intended that the exterior of the building shall present a

uniform appearance and, to effect that end, the Board may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and to make payment therefore out of the maintenance fund.

- B. Only appropriate lanai furniture and plants shall be placed on lanais and any unsightly or disturbing items shall be removed upon the request of the Resident Manager or Managing Agent. These areas shall not be used for storage purposes of any kind. Appropriate banners commemorating holidays or festivals may be displayed from lanais only on holidays except that reasonable Christmas decorations may be displayed during the month of December and the first week of January.
  - C. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or passages or in windows so as to be in view from the outside of the building or from the apartments above.
  - D. All plants shall be placed in containers with saucers so as to prevent the dripping of water or soil onto other apartments or the common elements. Care should be taken in cleaning lanais so as to prevent water from running down the exterior of the building.
  - E. No fires or barbecuing will be permitted on any apartment lanai.
- 6. No doormats, potted plants, garbage bags or cans, shoes, slippers or any other personal item shall be left or allowed to stand or remain outside of the apartment or stairwell. The Fire Code states these areas must be clear to allow for unobstructed ingress or egress in case of emergencies. Articles of any kind left in these areas may be removed at the Owner's risk and expense upon the direction of the Board.
  - 7. In order for the project to present a uniform exterior appearance, all draperies, curtains, shades, blinds or other material placed against any window or glass door and visible from the exterior of the building shall be white or off-white or shall be lined with a material of such color.
  - 8. Glass tinting shall be a non-mirrored, smoke-colored tint.
  - 9. Front door replacement shall be of type door which carries a 20 minute fire rating. Hardware shall conform with the existing hardware. Apartment door number shall conform to the currently approved Board standard. Replacement doors must be of solid design rather than the original louvered door.
  - 10. Garments, rugs, mops and other objects shall not be dusted or shaken from the windows, lanais, stairways or corridors of the building. Dust, rubbish or litter shall not be swept or thrown from any apartment or any area of the building into or onto the common elements.
  - 11. Nothing shall be allowed, done or kept in any apartment or common area of the project which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon. In this connection, no waterbeds shall be permitted in any apartment.
  - 12. **Flammable/Explosives.** Residents shall not use any illumination outside or permit to be brought into the buildings any flammable oils or fluids such as, gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.
  - 13. Air conditioning units, including portable units, shall not be allowed in individual apartments with the exception of all commercial units. Failure to comply is an automatic \$100 fine.
  - 14. Smoke detectors shall be provided for each unit and installed by Association personnel not later than January 1, 1994. It shall be the Owner's responsibility to replace the batteries and the Owner shall assure the unit is functioning properly. The Owner shall also be responsible for replacement should the smoke detector fail.

### III. LIMITED AND COMMON AREAS.

- 1. All garbage deposited in either the trash chute or trash bin must be thoroughly wrapped and securely tied. No bottles, boxes, or any breakable, building or inflammable objects shall be placed in the trash chute. All boxes are to be flattened and taken to the trash bin room on Davenport Street and not put down the chute. All newspapers are to be rolled and tied before being deposited into the chute. **All trash deposits in the chute must be made after 7:00 a.m. and before 10:00 p.m.**

2. The sidewalks, passages, lobbies, stairways and corridors shall not be obstructed or used for any purpose other than ingress and egress, or for the appropriate recreational use designated. In that connection, there shall be no riding of bicycles, skateboards, roller skates, etc. in any common area.
3. The fire doors shall remain closed at all times in accordance with City & County of Honolulu Fire Code.
4. No barbecuing is permitted in passages, lobbies, corridors and any other common area. The designated barbecue area is adjacent to the recreation area off the main lobby.
5. Bicycles are to be parked in the appropriate areas as provided for in the upper and lower parking areas. Motorized bicycles, mopeds and bicycles shall not be parked in any fire lane. These areas are marked by signs.
6. The storage rooms on each floor of the high rise may be used for the storage of personal items. No hazardous materials are allowed. Arrangements must be made with the Resident Manager to gain entry.
7. Furniture placed in common areas is for use in those specific areas and must not be moved therefrom.
8. Damages to the common elements or common areas shall be assessed by the Board against the person(s) responsible and/or the Owner of the apartment in which the responsible party resides or is visiting.
9. Tampering with fire alarms, extinguishers, hoses and other fire safety equipment is a criminal offense for which the Board will recommend prosecution. All needed repairs to any damaged equipment will be charged to the violator(s) and/or the Owner of the unit in which the violator(s) reside in addition to any fines imposed by the Board.
10. Loitering is prohibited in the lobbies, stairwells, corridors, parking areas and entrances--such behavior is subject to fines.
11. There shall be no drinking of any kind of alcoholic beverages and/or beverages in glass containers in the common areas.
12. Bulky items such as sofas, mattresses, appliances, etc. are not allowed to be left at the refuse area for disposal. All Owners/residents shall make prior arrangements for the removal of such items at their expense. Bulky items to be picked up by the City & County bulk pickup and/or the Salvation Army shall be labeled as such and placed in the appropriate area on the day of pick-up. Should an Owner/resident fail to have their bulk items removed, they will be assessed any charges of the additional pickup and shall be subject to the violation fines as specified herein.
13. Swimming Pool and Recreation Areas.

It is understood that any resident or commercial tenant may use the swimming pool on the premises and any recreational facility so provided, individually or together with other residents. However, each resident shall assume all risk of personal injury or property damage that may result from the use of said invitees. A guest of any resident may use such facilities only when accompanied by such resident.

- A. **THERE IS NO LIFE GUARD ON DUTY. USE THE POOL FACILITIES AT YOUR OWN RISK.**
- B. Recreation area and pool hours are from 8:00 a.m. until 10:00 p.m. daily. Lap hours are after 7:00 p.m.
- C. Use of the recreational facilities including the swimming pool shall be limited to apartment Owners, lessees, renters, and guests. Non-residents shall not use such areas unless accompanied by a resident of the building. Each apartment shall not have more than four (4) guests at any time in or about the pool and recreation areas without prior written permission and consent of the Board or its Managing Agent. Residents are responsible for the conduct of their guests.
- D. Children twelve (12) years of age and under are presumed to require adult supervision when using the swimming pool. A parent or other legal guardian may, however, petition the Board for a waiver of the adult supervision requirement. Such a waiver shall be granted on the parent's or other legal guardian's written representation that the child twelve (12) years of age or under has sufficient swimming ability and judgment to safely be unsupervised at the swimming pool. Persons using the jacuzzi are warned that the Association is informed that there are potential safety and/or

health risks associated with using the jacuzzi. Among other things, the Association is informed that persons weighing 75 pounds or less are more susceptible to hyperthermia than some other people, and that persons with high blood pressure and pregnant women are also at greater risk of harm than some other people in using the jacuzzi. Jacuzzi usage is **AT THE RISK OF THE USER**.

- E. No running, boisterous or rough play will be allowed in the pool or surrounding area. Children eight (8) years of age and under are presumed to require adult supervision, for safety reasons, when using the recreation areas.
- F. All swimmers must shower before entering the pool and remove from their bodies suntan oils, dirt or other substances which might render the water oily or dirty.
- G. Swimmers shall dry themselves completely before leaving the recreation area. Wet and/or dripping bathers are not permitted in the lobby or elevators.
- H. Food, gum, alcoholic beverages, glass containers, tumblers, drinking glasses or other items made of glass shall not be permitted in the pool and recreation areas.
- I. Persons having any skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease shall not use the pool or jacuzzi.
- J. Spitting and blowing one's nose in the pool and pool area are strictly prohibited.
- K. Splashing of water, other than that accompanying normal swimming, is not permitted.
- L. Only swimming aids for children are permitted. Inflatable mats, flotation devices, toys, tubes, diving equipment or similar items shall not be permitted in the pool or adjacent area; except that flotation devices reasonably necessary for use by non-swimmers and/or by others who may reasonably require such devices to make use of the pool shall be allowed.
- M. The costs to repair damage to the pool, pool equipment and the surrounding recreation area shall be assessed to the offending unit.
- N. All persons shall comply with the requests of the Resident Manager and Managing Agent in respect to matters of personal conduct in and around the pool and recreation areas. Anyone violating the above Rules may be asked to leave the pool or adjacent area by the Resident Manager and/or Managing Agent.

**O. RULES FOR HOSTING A PARTY IN THE RECREATION AREA**

- 1. 48 Hour minimum advance notice is required to reserve the Barbecue or Recreation area.
- 2. A maximum of four (4) guests per resident.
- 3. Resident must accompany guests in the barbecue or recreation area at all times.
- 4. Absolutely no alcohol or glass containers allowed in the recreation/pool area. This is subject to a \$100 fine without prior notice, if violated.
- 5. \$100 cleaning and breakage deposit required. Deposit is refunded provided the recreation area and barbecue grill are cleaned and restored to "as before use" condition.
- 6. Barbecue or recreation area can only be reserved for a maximum of four (4) hours.
- 7. Recreation and barbecue area closes promptly at 10:00 p.m.
- 8. Residents are responsible for all actions of their guest(s).
- 9. Residents must request for the day and time from the Resident Manager and acknowledge they have received a copy of the above rules and regulations prior to hosting a party.

**14. PARKING**

- A. Each apartment has the exclusive right to use the parking space appurtenant to their apartment. Residents must not use any other parking space at any time without prior permission of the Owner or resident who has the right to use such other stall.
- B. The apartment Owner shall notify the Resident Manager in writing of the license number and type of vehicle being used by the apartment resident(s) prior to taking occupancy of the apartment.
- C. When workmen are performing work in an apartment or the Owner or resident orders deliveries of any kind, the Owner or resident shall advise them to use their parking stall or to park on the street.

- D. Vehicles must be parked within designated stalls and shall be centered in parking spaces as to prevent crowding of adjacent areas and/or blocking of passages, except stall #115. Parking is limited to one vehicle per stall. No tandem parking is allowed whatsoever.
- E. There are no assigned guest stalls for guest parking. It is the responsibility of the apartment Owners or residents to inform their guests not to park in vacant spaces unless prior arrangements have been made for such use.
- F. Occupants washing, cleaning or polishing cars on the premises shall clean the areas thoroughly before leaving and at no time use any space other than the car wash stall for such purpose. Car washing must be performed in a manner such that there is no inconvenience or damage to others. Hoses are prohibited.
- G. All vehicles shall be in operational condition and shall have current safety check and registration stickers.
- H. Vehicle repairs of an emergency nature and minor repairs may be made the premises. No major repairs may be made to any vehicle on the premises. For the purpose of this section, examples of "major repair" are repairs that may involve excessive noise, spillage of oil or any other liquids, any repair taking more than two hours to complete or any of the following: removal and disassembly of the transmission, motor and/or differential, body work, welding and painting.
- I. No revving of engines is allowed.
- J. Drivers shall exercise extreme caution for the safety of pedestrians, particularly children. The speed limit is 5 M.P.H.
- K. No personal items such as lumber, furniture or crates shall be permitted in the parking areas. Trailers, boats, abandoned and/or derelict vehicles shall not be parked or stored in the parking area.
- L. Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage and/or the Owner of the unit in which the responsible party resides or is visiting.
- M. Each Owner and/or tenant shall be responsible for the cleanliness of their respective stall(s), including the removal of oil/grease stains or build up. Violators may obtain approved cleaning compound at cost from the resident manager. Damage and repair costs to the parking deck membrane shall be assessed to the violator and/or the Owner of the unit in which the responsible party resides or is visiting.
- N. Vehicles parked in a no-parking area, in the service stall or in car wash area without the knowledge or permission of the Resident Manager shall be towed without prior notice and at the vehicle owner's expense. Illegally parked vehicles in assigned stalls may be towed if the authorized resident notifies the Resident Manager or Night Patrol. The Resident Manager or Night Patrol will call for towing. The resident will be required to sign the tow slip. The towing charge will be at the expense of the vehicle owner.

#### IV. VIOLATION OF HOUSE RULES.

- 1. Every unit Owner shall observe and perform these Rules and ensure that their tenants, licensees and guests also observe and perform these Rules. Unit Owners will be responsible for their tenants', licensees' and guests' observance of all Rules as set forth herein.
  - 2. If any person violates any of these Rules, the Board, resident manager or managing agent may take any of the following actions:
    - A. Give one or more verbal warnings and/or written notices of violation. The notices shall describe the violation, may recommend corrective action, and may assess fines up to \$100 per incident plus damages.
    - B. Automatic fines with no prior warning of \$50.00 will be assessed to the offending unit Owner for the following: Any vehicle left unattended on jacks or blocks; major vehicle repairs; discharge of firearms and fireworks of any type; violations of the move-in/out rules as listed under General #2; and tampering with fire alarms, extinguishers and hoses.
- A fine of \$100 with no prior warning will be assessed for barbecuing in the lanai area or throwing of objects from the lanai.

- C. Enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the contents hereof and the Board, resident manager or managing agent shall not thereby be deemed guilty in any manner of trespass.
  - D. Demand that the Owner of the unit evict or remove the violating tenants, guests, or licensees.
  - E. Enjoin, abate or remedy, by appropriate legal action, either at law or in equity, the continuance of such breach and all costs thereof, including attorneys' fees, shall be borne by the unit Owner.
- 3. In the event expenses (including attorneys' fees) and damages are incurred due to the violation of Rules by an Owner's tenants, guests, licensees, rental agents or invitees, the Owner shall be responsible for payment of same. Any charges of fines levied against an Owner shall attach to the unit as an assessment and shall be subject to a lien against the unit.
  - 4. Right to Appeal. Any Owner having a pending citation for infraction of the Rules shall have the right and the opportunity of appeal by delivering to the Board or managing agent, within fifteen (15) days after the date of the citation, a written request for a special, formal hearing before the Board. Such hearing shall be held at the next regular meeting of the Board.

V. SUBORDINATION.

- 1. Nothing contained herein, or omitted herefrom, shall be construed to allow or require a violation of the Federal or State Fair Housing Laws.
- 2. Where there is a conflict herein with the Declaration and/or Bylaws of the Association, it is expressly agreed and understood that the Declaration and/or Bylaws of the Association shall prevail.



# HOUSING DISCRIMINATION

## WHAT IS HOUSING DISCRIMINATION?

Under state law,\* it is unlawful for an owner, landlord, real estate company, broker, salesperson, or any other person engaged in a real property transaction to treat persons unequally because of that person's:

- race
- sex
- disability
- familial status
- religion
- color
- ancestry
- age
- marital status
- HIV infection

The law applies to all aspects of the housing business including: advertisements, applications, interviews, selection, terms and conditions of occupancy, and obtaining a loan. Examples of real property transactions include:

- buying, renting, or leasing a house, apartment, townhouse, condominium, or vacant lot.
- seeking financing for the purchase of a home, lot, or timeshare agreement.
- terms and conditions of housing, such as a condominium association's by-laws.
- the publishing of an advertisement for the rent, lease, or sale of a housing accommodation.

The law also prohibits persons from aiding or inciting others to engage in discriminatory practices. In addition, the law protects persons from retaliation when they oppose a discriminatory practice, or attempt to comply with this law.

## EXAMPLES OF DISCRIMINATION

Examples of possible housing discrimination include:

- a landlord refuses to rent to you because you have children.
- a landlord wants a larger security deposit or rent because you have children.
- you are charged higher rent than tenants of the opposite sex.
- a condominium's by-laws prohibit children from using the swimming pool.
- a landlord refuses to let you modify your apartment (at your expense) to accommodate your physical disability.
- a realtor discourages you from buying or renting a home in a certain neighborhood, or steers you to another, because you are of a different race than most of the present residents.
- due to your disability, you have a service/guide/signal dog, but the landlord refuses to rent to you because the condominium has a "no pets" rule.

## EXEMPTIONS

The law does not apply to:

- landlords who are renting a duplex (two separate housing accommodations in one building) if the landlord is living in one of the accommodations.
- the rental of a room (or four rooms) in a dwelling if the individual renting the room also resides there.

\*Hawaii Revised Statutes Chapter 515 & Hawaii Administrative Rules Sections 12-46-300 to 318.

- housing that meets the criteria for senior housing (which may consider age or familial status).
- religious institutions that show preference to members of their own religion, unless membership in such a religion is restricted by race, color, or ancestry.

Actions in which all tenants are subject to the same conditions (regardless of race, sex, etc.) such as changes affecting the amount of rent, method of payment, security deposits, repairs, noise rules, or evictions are not covered by the Hawai'i Civil Rights Commission (HCRC). Those complaints may be subject to other state laws and should be directed to the state Office of Consumer Protection's Landlord-Tenant Hotline (586-2634).

## **FILING A HOUSING DISCRIMINATION COMPLAINT**

If you believe that you are a victim of illegal discrimination, you may file a complaint (at no cost) with the HCRC. You must file within 180 days after the discriminatory practice has occurred. Call the HCRC complaint line at 586-8640 to schedule an intake interview. During this interview with the HCRC investigator, you should:

- be prepared to present specific facts about the alleged discrimination,
- provide copies of documents, if any, that substantiate charges in the complaint, and
- keep the HCRC updated as to your whereabouts and any phone number or address changes.

Complaints which allege violations of both state and federal fair housing laws will be automatically dual-filed with the Department of Housing and Urban Development (HUD). It is not necessary to file a separate complaint with HUD. Should you file first with HUD, your complaint will automatically be dual-filed with the HCRC.

## **INVESTIGATION/LITIGATION**

The HCRC conducts neutral fact-finding investigations of complaints. Where possible, the HCRC will encourage parties to settle complaints through pre-determination settlements. If the HCRC determines that there is reasonable cause to believe discrimination has occurred, it will attempt to eliminate the discrimination and obtain relief through conciliation.

If conciliation is not successful, the HCRC will seek relief through an administrative hearing or the courts. Remedies that may be appropriate and sought include:

- sale, lease, or rental of the housing (or next available unit if the original one is already occupied).
- allowing modifications to accommodate a physical disability.
- changing the condominium rules that discriminate against families with minor children.
- specific actions to prevent future discrimination.
- monetary damages, fines, or other remedies appropriate to correct the harm caused by the discrimination including compensatory and/or punitive damages.

A person does not need an attorney to file a complaint or be represented during the HCRC's investigation or litigation. However, individuals do have the right to be represented by an attorney or advocate (at their own expense) if they so choose.

## **FURTHER INFORMATION:**

For more information on these and other anti-discrimination laws enforced by the HCRC, contact the:

HAWAII CIVIL RIGHTS COMMISSION  
888 Mililani Street, 2nd floor  
Honolulu, HI 96813

telephone (Oahu): 586-8636

TDD (Oahu): 586-8692

fax: 586-8655

Neighbor Islands (call toll-free): 1-800-468-4644, ext. 6-8636

**THE VILLAGE MALUHA  
HOUSE RULE AMENDMENT  
TO RULES THAT BECAME EFFECTIVE 10/15/96**



Please attach this sheet to the house rules mailed by certified mail in September 1996 and that have been distributed to new owners through escrow at the time of purchase. This additional language becomes effective immediately.

This is an amendment to House Rule 14. PARKING (N)

At the end of this rule, the following language shall be understood to be included:

In an emergency situation or where specific instructions have been given by an assigned stall owner/user, the resident manager has the authority, at his discretion, to have a vehicle towed without any prior notice and the charges shall be at the vehicle owner's expense.

Revision January 23, 2002

**AOAO OWNERS OF VILLAGE MALUHIA**  
**Annual Meeting – June 30, 2014**  
**Onsite – Manager's Office**

**I. CALL TO ORDER**

Treasurer Daryl Akiyoshi called the meeting to order at 6:54 p.m. Secretary Roger Osentoski was present. A quorum was established with more than 50% present in person or by proxy.

**II. CONDUCT OF MEETING**

Meeting rules were adopted by unanimous consent. The meeting rules are attached.

**III. APPROVAL OF MINUTES**

The minutes of the 2013 Annual Meeting were approved as written.

**IV. REPORTS OF OFFICERS** (*Filed in the Annual meeting file*)

Secretary Osentoski gave the President's report.

The Auditors report for the year ending 2013 was adopted by unanimous consent.

**V. APPOINTMENT OF TELLERS**

Appointment of tellers was waived.

**VI. ELECTION OF DIRECTORS**

Since there were 4 positions available on the Board and 4 individuals running, the 4 individuals were nominated by acclamation. They are as follows:

Carlton Chang	-	2 years
Roger Osentoski	-	1 year
Chase Tajima	-	2 years
Peter Plotzender	-	2 years

**VII. NEW BUSINESS**

Resolutions on Assessments: The following resolution was adopted by unanimous consent:

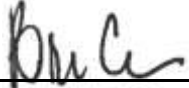
“Resolved, by the Association of Apartments Owners of Village Maluhia, That any excess of membership income over membership expenses as defined in IRS Reg. 1.277-1 for the year ended December 31, 2014 shall be applied against the subsequent tax year member assessments as provided by IRS Revenue Ruling 70.604.”

Approval of Snack Expenditure: The current board was authorized an expenditure of \$25 per month for board snacks at Association expense by unanimous consent.

Approval of Property Management Contract: The property management contract with Alii Ohana Property Management was approved by unanimous consent.

### **VIII.ADJOURNMENT**

The meeting adjourned at 7:07 p.m.



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Brenda Ceria  
Recording Secretary  
Alii Ohana Property Management, Inc.  
Agent for AOAO Village Maluhia

Approved:

## ASSOCIATION MEETING RULES

1. Smoking is not permitted in the meeting area.
2. This is a private meeting and attendance is restricted to owners and proxy holders representing owners, staff, and other persons who have been specifically invited by the board. All others are required to leave.
3. Owners desiring to speak must stand and be recognized by the Chairman. Owners must state their **name and unit each time**. The owner must **use the microphone, if available**, so that everybody else can hear.
4. All remarks must be **directed to the Chairman**, not directly to other members. Personal attacks, vulgarity, or offensive language can result in loss of debate privileges.
5. Long and complicated motions must be in writing and delivered to the Chairman, signed by the maker and seconder. This will help avoid confusion and insure that everybody knows the exact wording of the motion.
6. Discussion is normally limited to the motion being considered. Therefore, please don't start a long discussion unless a motion is already pending for consideration.
7. In order to ensure that everybody has a chance to speak, each individual shall have a limit of 2 minutes per speech and a limit of 2 speeches per debatable motion.
8. Nomination and election debate for elected office shall be limited to one speech per nominee (or his/her delegate) for a maximum of 2 minutes per speech.
9. Any board member whose removal is proposed shall have a debate limit of 10 minutes per speech. The board member may choose to speak after all other debate has concluded.
10. Ballot voting on any motion (including the election) will remain open for 10 minutes, (or until the results are announced) unless extended by the owners.
11. No video-taping or other electronic recording is permitted (except for production of the minutes) during any of the proceedings unless first approved by the Association members at the meeting.
12. The board of directors is authorized to approve the minutes of the Association meetings.

**VILLAGE MALUHIA  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
Monday, July 28, 2014 – 7:00 p.m.  
Onsite – Manager's Office**

**CALL TO ORDER**

President Carlton Chang called the regularly scheduled meeting of the Board of Directors to order at 7:04 p.m.

**PRESENT**

President Carlton Chang, Vice President Roger Osentoski, Treasurer Chase Tajima, Secretary Daryl Akiyoshi and Director Peter Plotzender. Property Manager (PM) Brenda Ceria of Alii Ohana Property Management, Inc.

**ESTABLISH A QUORUM**

A quorum was established. (5)

The board acknowledged and accepted Chase Tajima's email declining the position of Treasurer.

**APPROVAL OF MINUTES**

May 19, 2014 Board of Directors Meeting Minutes – A motion was made by C. Chang and seconded by D. Akiyoshi to approve the May 19, 2014 board meeting minutes as written. The motion was carried.

**FINANCIAL REPORT**

May and June 2014 Financial Reports – C. Chang moved and R. Osentoski seconded the motion to accept the May and June 2014 Financial Reports subject to audit. The motion was carried.

**UNFINISHED BUSINESS**

- A. Energy Efficient Water Heaters – Pending information on the tankless water heaters.
- B. Low Rise Building & Gym Roof – Deferred.
- C. Lease Appraisal – The Lessor reviewed the appraisal and approved. Notice was mailed to the owners who have not purchased their fee informing them of their new monthly lease rent amount effective September 1, 2014.
- D. Roof Elevator Door Hatch – Pending installation.
- E. Jalousies – Pending Breezeway Jalousie information.
- F. Rats – PM Ceria reported that Xtermco is still setting traps and bait stations. They continue to remove the rats.
- G. Landscaping – The landscaping has improved since the new company took over.

## **NEW BUSINESS**

- A. Unit 36, Water Leak – A leak occurred from the supply line when the owner's contractor was replacing the kitchen flooring. The owner is responsible for the water remediation and repairs to the photography studio below.
- B. Unit PH12, Slip and Fall – The owner reported that he slipped and fell while walking by the car wash area. The owner received a cut on the face but is okay. There were cones set up in the area.
- C. Unit 404, Water Leak – The water from the washer shut valve leaked down to unit 304. Unit 404 responsible for the repairs to unit 304.
- D. Unit 210, Pet Request – The Board received information from the owner's doctor to allow the owner a pet. The owner's request will be referred to the association's attorney.
- E. Elevator Machine Room, Air Conditioner – The Board would like to consider three options. They are heat pump, split system and portable.
- F. Pressure Regulating Valve – Pending proposal.
- G. Heat Pump, Heat Exchanger – Pending proposal.
- H. Unit 1007, Pet Request – **C. Chang moved and D. Akiyoshi seconded the motion to approve the owner's request for a pet.**
- I. Unit 43, Air Conditioner – **C. Chang moved and C. Tajima seconded the motion to approve the owner's request for an air conditioner contingent upon following the air conditioning specifications and guidelines.**
- J. Chapter 514B Opt-in and Home Owners Insurance Requirement – The Board requested information from the association's attorney regarding Chapter 514B Opt-in and Homeowners Insurance Requirement.
- K. Sauna, Fire – There was a fire in the sauna due to some young boys, who do not reside at the property. The police was called and a report was filed. The police obtained the boys names and the parent's names. A claim was filed with the association's insurance.
- L. Unit 407 – A moped has been parking by the car washing using the outlet to charge the battery. The Board stated that the moped cannot park in the common area.
- M. Bicycles – The bicycle rack and cage are full. Residents need to identify their bicycles and if not identified, it will be donated.
- N. Building Entry System – The Board would like to look into the FOB system.

## **NEXT MEETING**

The next regularly scheduled Board meeting will take place on Monday, August 25, 2014 following the Board meeting.

## **ADJOURNMENT**

There being no further business to discuss and hearing no objections, President Chang adjourned the Regular Board Meeting at 7:58 p.m.

Respectively submitted by:



Brenda Ceria, Property Manager  
Alii Ohana Property Management

**VILLAGE MALUHIA**  
**MINUTES OF THE BOARD OF DIRECTORS MEETING**  
**Monday, August 25, 2014 – 7:00 p.m.**  
**Onsite – Manager's Office**

**CALL TO ORDER**

President Carlton Chang called the regularly scheduled meeting of the Board of Directors to order at 7:01 p.m.

**PRESENT**

President Carlton Chang, Vice President Roger Osentoski, Secretary Daryl Akiyoshi and Director Chase Tajima. Director Peter Plotzender was excused. Property Manager (PM) Brenda Ceria of Alii Ohana Property Management, Inc.

**ESTABLISH A QUORUM**

A quorum was established. (4)

**APPROVAL OF MINUTES**

June 30, 2014 Annual Owners Meeting Minutes, June 30, 2014 Organizational Meeting Minutes and July 28, 2014 Board of Directors Meeting Minutes – **A motion was made by C. Chang and seconded by R. Osentoski to approve the June 30, 2014 Annual Owners Meeting Minutes, June 30, 2014 Organizational Meeting Minutes and the July 28, 2014 board meeting minutes as written. The motion was carried.**

**FINANCIAL REPORT**

July 31, 2014 Financial Report – **Deferred.**

**UNFINISHED BUSINESS**

- A. Energy Efficient Water Heaters – Will contact Hawaii Engineering Group, consultant.
- B. Low Rise Building & Gym Roof – Will contact Hawaii Engineering Group, consultant
- C. Roof Elevator Door Hatch – Pending installation.
- D. Jalousies – Will follow up with Breezeway and contact RMA Sales.
- F. Rats – PM Ceria reported that Xtermco is under control
- G. Landscaping – Board decided not to remove the Bougainvillea's along the Davenport. However, make sure the height remains as it currently is.
- H. Pressure Regulating Valve – Pending proposal.
- I. Heat Pump – Pending proposal.
- J. Chapter 514B, Opt-in – Will table for now.
- K. Building Entry System – Pending proposals to replace with a card or fob reader system.
- L. Elevator Door – Makai elevator is able to operate without the use of the cor key. PM Ceria will check on this. Eko Painting completed the door painting; however, the Makai elevator doors on each floor was brush painted and it is unsightly. Should be rolled on. PM Ceria will have the painters repaint the doors.

M. Sauna – Pending insurance appraisal to repair the sauna that was damaged from the fire.

### **NEW BUSINESS**

- A. Unit 711, Air Conditioner – The Board acknowledged a request to install and air conditioner. **A motion was made by C. Chang and seconded by R. Osentoski to approve the owners request to install an air conditioner contingent upon ensuring the trims are painted to match the building's exterior. The motion was carried.**
- B. Photo Voltaic – PM Ceria is soliciting proposals for the possibility of installing a photo voltaic system on the roof.

### **NEXT MEETING**

The next regularly scheduled Board meeting will take place on Monday, October 27, 2014 following the Board meeting.

### **ADJOURNMENT**

There being no further business to discuss and hearing no objections, President Chang adjourned the Regular Board Meeting at 7:49 p.m.

Respectively submitted by:

  
\_\_\_\_\_  
Daryl Akiyoshi, Secretary

  
\_\_\_\_\_  
Brenda Ceria  
Property Manager

**VILLAGE MALUHIA  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
Monday, September 24, 2014 – 7:00 p.m.  
Onsite – Manager's Office**

**APPROVED**

**CALL TO ORDER**

President Carlton Chang called the regularly scheduled meeting of the Board of Directors to order at 7:02 p.m.

**PRESENT**

President Carlton Chang, Vice President Roger Osentoski, Secretary Daryl Akiyoshi and Director Peter Plotzender. Resident Manager Angelito (Jesse) Gimeno and Property Manager (PM) Brenda Ceria of Alii Ohana Property Management, Inc.

**EXCUSED**

Director Chase Tajima

**ESTABLISH A QUORUM**

A quorum was established. (3)

**RESIDENT MANAGER'S REPORT**

A written report was provided and reviewed. The report will be filed with the minutes. Jesse Gimeno will be on vacation from October 1<sup>st</sup> to 15<sup>th</sup>.

**APPROVAL OF MINUTES**

August 25, 2014 Board of Directors Meeting Minutes – A motion was made by C. Chang and seconded by D. Akiyoshi to approve the August 25, 2014 board meeting minutes as written. The motion was carried.

**FINANCIAL REPORT**

July and August 2014 Financial Reports – A motion was made by R. Osentoski and seconded by C. Chang the motion to accept the July and August 2014 Financial Reports subject to audit. The motion was carried.

**UNFINISHED BUSINESS**

- A. Energy Efficient Water Heaters – Pending proposal from Hawaii Engineering Group for consultation services to install tank less water heaters in every unit.
- B. Low Rise Building & Gym Roof – Received proposals for resealing the roofs. Pending a proposal from Hawaii Engineering Group for consultation services to reseal the roofs and repair the metal roof above the Ewa stairwell.

- C. Jalousies – Pending proposals for specifications to replace the unit's jalousie windows.
- D. Rats – PM Ceria reported the rat problem is under control.
- E. Elevator Machine Room, Air Conditioner– Received proposal from Oahu Air Conditioning for two portable air conditioners. Pending a proposal from Hawaii Engineering Group for consultation services to install an air conditioner in the elevator machine room.
- F. Pressure Regulating Valve - Due to the leaking pressure regulating valve, Oahu Air Conditioning replaced the existing PRV, 2 pressure gauges, install 2 ball valves.
- G Heat Pump, Heat Exchanger – Pending another proposal to replace the heat exchanger for heat pump #2.
- H. Building Entry System – Pending proposal to replace the existing entry key system with a card or fob system.
- I. Photo Voltaic – Pending other proposals.

### **NEW BUSINESS**

- A. Tree Trimming – PM Ceria reported that she contacted Urban Forestry to inquire if the trees on Davenport fronting Village Maluhia are the responsibility of the City or State. They said Davenport is a private road; therefore, the trees are the responsibility of Village Maluhia.
- B. Unit 802, Plumbing Reimbursement – The owner submitted a request for plumbing reimbursement due to a blockage in the common line. **A motion was made by C. Chang and seconded by R. Osentoski to reimburse unit 802 the amount of 112.04 for plumbing charges. The motion carried.**
- C. Awning, Davenport Entrance – A proposal was received to repair the Davenport entrance awning metal frame. Pending further proposals.
- D. Audit – The Board reviewed a proposal from David Latham, CPA to conduct the annual audit for the year ending 2014 and to prepare the Federal and State income tax return for the year ending 2014. **A motion was made by C. Chang and seconded by R. Osentoski to accept David Latham, CPA's proposal to conduct the annual audit for the year ending 2014 for \$2,200.00 plus tax and to prepare the Federal and State income tax for 2014. The motion was carried.**
- E. Reserve Study – The Board reviewed a proposal from Akamai Reserve Consultants to conduct a reserve study for the year 2015. The Board would like to accept Akamai Reserve Consultants' 3-year plan proposal provided the fees could be discounted. PM Ceria will inquire with Akamai Reserves for a discount and she will email the Board.
- F. Motion Sensor Lights – The Board suggested installing motion sensor lights by the mailroom and in the recreation bathrooms. Proposals will be solicited.
- G. LED Lights – There was discussion about retrofitting the existing common area lights with LED. Deferred for further discussion at the next meeting.

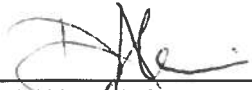
### **NEXT MEETING**

The next regularly scheduled Board meeting will take place on Monday, October 27, 2014 following the Board meeting.

### **ADJOURNMENT**

There being no further business to discuss and hearing no objections, President Chang adjourned the Regular Board Meeting at 8:02 p.m.

Respectively submitted by:



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Daryl Akiyoshi, Secretary



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Brenda Ceria  
Property Manager

## Robin Glass

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**From:** Nicholas Au [nicholas@huakaimgmt.com]  
**Sent:** Monday, March 09, 2015 10:59 AM  
**To:** carolimaino@hawaii.rr.com  
**Subject:** Village Maluhia - Unit 310 Document Order  
**Attachments:** 2 - Declaration 9-27-79.PDF; 2a - Declaration 1 9-28-79.PDF; 2c - Declaration Amend 2 - Prohibit Pets 10-4-85.PDF; 2d - Declaration Amend 3 - Liability and Indemfy D & O 4-13-93.PDF; 2e - Declaration Amend 4 - Authorization to Borrow 2-15-94.PDF; 2f - Declaration Amend 5 - Roll Up Shades 5-14-07.PDF; 2g - Declaration Amendment - Parking Stall (Commercial) 4-13-87.PDF; 2h - Declaration Amendment - Parking Stalls 8-4-80.PDF; 3 - By-laws 9-13-79.PDF; 4 - House Rule 10-30-96.PDF; 4a - House Rule Discrimination 2-1-94.PDF; 4b - House Rule Amend 1-23-02.PDF; 6-30-14 Annual Mtg Min.pdf; 7-28-14 Board Minutes - Approved.pdf; 8-25-14 Board -Minutes - APPROVED.pdf; 9-24-14 Board Minutes - APPROVED.pdf; Public Report issued 10-5-79.PDF; Reserve Study.pdf; VM - Insurance Summary 2015-2016.pdf; VM 2015 - APPROVED BUDGET REVISED.pdf; VM RR105C 03.09.15.pdf; VM\_1-15\_fin.pdf; Maintenance Fee Memo 2015.docx

Aloha Carol,

Please review the documents below in reference the Document Order. Apologize for the delay, the Board just approved the 2015 Budget, Current Reserve Study was completed, Insurance Summary was renewed.

If you would like to have a hard copy please let me know and it will be ready for pickup by 12:00pm today.

Thank you again

--

**Nicholas Au**

Assistant Property Manager  
Alii Ohana Property Management  
1136 Union Street Mall Suite 310  
Honolulu, Hawaii 96813  
Phone: 808.947.3331 / Fax: 808.524.9308



ALII OHANA PROPERTY MANAGEMENT, INC

1136 Union Street Mall, Suite 310 ~ Honolulu, Hawaii 96813

Office: (808) 947-3331 Fax: (808) 524-9308

February 27, 2015

A.O.A.O Village Maluhia

Re: 2015 Maintenance Fees

Dear Homeowners,

Your Board of Directors approved a 10% increase to the monthly maintenance fees effective April 1, 2015.

Owners currently enrolled in **Surepay**, your new maintenance fee amount will adjust automatically on April 1, 2015. For those who have a third-party institution such as your financial institution making your maintenance fee payments on your behalf, you will need to advise them of your new monthly amount as listed below:

Commercial Units:	2014	2015 April - Dec.	*Lease Rent (if applicable)
Comm. - 2	\$ 191.72	\$ 208.58	
Comm. - 11, 12, 31, 32, 33, 34, 35, 41, 42, 43, 44, 45	\$ 250.48	\$ 277.28	*\$ 138.67
Comm. - 3,4,5,6,7	\$ 408.44	\$ 439.62	
Comm. - 1	\$ 424.38	\$ 456.69	
Residential Units			
200, 201, 204, 205, 206, 209, 210, 212, 300, 301, 304, 305, 306, 309, 310, 312, 400, 401, 404, 405, 406, 409, 410, 412, 500, 501, 504, 505, 506, 509, 510, 512, 600, 601, 604, 605, 606, 609, 610, 612, 700, 701, 704, 705, 706, 709, 710, 712, 800, 801, 804, 805, 806, 809, 810, 812, 900, 901, 904, 905, 906, 909, 910, 912, 1000, 1001, 1004, 1005, 1006, 1009, 1010, 1012, PH00, PH01, PH04, PH05, PH06, PH09, PH10, PH12	\$ 334.07	\$ 368.37	*\$ 184.89
10, 13, 30, 36, 37, 38, 39, 40, 46, 47, 48, 49	\$ 346.01	\$ 381.37	*\$ 191.50
203, 207, 208, 211, 303, 307, 308, 311, 403, 407, 408, 411, 503, 507, 508, 511, 603, 607, 608, 611, 703, 707, 708, 711, 803, 807, 808, 811, 903, 907, 908, 911, 1003, 1007, 1008, 1011, PH03, PH07, PH08, PH11	\$ 447.60	\$ 492.14	*\$ 247.63
202, 302, 402, 502, 602, 702, 802, 902, 1002, PH02	\$ 573.03	\$ 628.86	*\$ 316.96

The April - December 2015 coupon books will be mailed in the coming weeks to those who are not on an auto-pay system. For those who may wish to consider the auto-pay system (**Surepay**), a form will be included with your coupon book. Please complete the form and return it to the offices of Alii Ohana Property Management.

The new fee schedule is intended to offset rising costs for energy, utilities, labor, water, sewer, and related maintenance expenses, while contributing funds to the savings account for future improvement projects. Continued support of your Board is appreciated as they strive to maintain a safe, clean and presentable residence for all owners to enjoy and to be proud of.

Enclosed is Owners Information Form. Please complete the form and return it to the offices of Alii Ohana Property Management. This information is necessary to ensure we have contact information for owners, agents and tenants should an emergency arise.

Sincerely,

Brenda Ceria  
Property Manager

Enclosure

REVISED  
LEASE RENT

**REAL ESTATE COMMISSION**  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII  
1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

**FINAL**  
**HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)**  
**PUBLIC REPORT**  
on

THE VILLAGE MALUHIA  
Pensacola and Davenport Streets  
Honolulu, Hawaii

REGISTRATION NO. 1146

**IMPORTANT — Read This Report Before Buying**

**This Report Is Not an Approval or Disapproval of This Condominium Project**

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: October 5, 1979  
Expires: November 5, 1980

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser and prospective purchaser is particularly directed to the following:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JUNE 28, 1979 AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 4, 1979. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report of July 27, 1979, the Developer reports that changes have been made in the plan or setup as presented in the June 28, 1979 notice of intention to sell.

2. The Developer of the project has submitted to the Commission for examination all documents and exhibits deemed necessary for the issuance of this Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, with By-Laws of Association of Apartment Owners attached, and a copy of approved floor plans) have been recorded in the office of the recording officer. The Declaration and attached By-Laws dated September 13, 1979, have been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14025 at page 728. Condominium Map No. 648 has been assigned to the project. The First Amendment to Declaration dated September 28, 1979, has been recorded in the said Bureau of Conveyances in Liber 14031 at page 65.
4. Advertising and promotional matter required to be filed pursuant to the rules and regulations promulgated by the Commission have not been submitted but the Developer represents that such matter will be submitted prior to public dissemination.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regime.
6. This Final Public Report is made a part of the registration on THE VILLAGE MALUHIA condominium project. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) along with a copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers and for securing a signed copy of the receipt for both Public Reports from each purchaser or prospective purchaser.
7. This Final Public Report automatically expires thirteen (13) months from the date of issuance, October 5, 1979, unless a supplementary report is published or the Commission, upon review of the registration, issues an order extending the effective period of this report.

The information under the topical headings of the Preliminary Public Report of July 27, 1979 remains unchanged except as hereinafter set forth.

DESCRIPTION OF PROJECT: The first paragraph of this section is hereby amended to note that the project consists of three (3) buildings and the fact that the Pensacola Wing is an 11-story building as noted in Exhibit "A" attached hereto and made a part hereof. The recreation building has been completed and contains, in addition to the shower and two bathrooms, a sauna. The first paragraph of this section, as hereby amended, shall read as follows:

There are three (3) buildings on the said land. The 4-story walk-up concrete building (hereinafter referred to

as the "Davenport Wing") is located on Davenport Street and contains thirty-one (31) apartments. The 11-story reinforced concrete building (hereinafter referred to as the "Pensacola Wing") is located parallel to Pensacola Street and contains one hundred thirty (130) apartments. There is a recreation building adjacent to the two buildings which consists of a gymnasium with shower, two bathrooms and a sauna. There is a swimming pool at ground level. Said buildings are more particularly described in Exhibit "A" attached hereto and made a part hereof.

Subparagraph c. of this section is hereby amended to reflect the fact that the Pensacola Wing is an 11-story building.

Exhibit "A" attached hereto is the same as the Exhibit "A" attached to the Preliminary Public Report of July 27, 1979 except for the following:

1. The description of the Unit "A" Apartment appearing on page 3 has been amended to show that each Unit "A" Apartment shall have two lanais of approximately 35 square feet each for a total area of approximately 898 square feet.
2. The description of the Unit "C" Apartment appearing on page 3 has been amended by changing the word "Type" appearing in the first line to "Unit".
3. The first paragraph on page 5 has been amended by deleting the words "a stairway to the first floor" appearing after the words "Commercial Apartment C-1" in the fourth line. No present stairway exists between the ground floor and the first floor of the Davenport Wing; however, as noted in paragraph 16 of the Declaration, any of the commercial apartment owners may, at their sole expense, construct a stairway from the ground floor to the first floor of the Davenport Wing at the Pensacola end of the Davenport Wing upon approval of plans therefor by the Board of Directors of the Association of Apartment Owners, which approval shall not be unreasonably withheld and upon proof of ability to pay all costs connected with such construction. Upon completion of the construction, the stairway shall become a common element of the project.
4. For purposes of clarification the following sentence has been added in the second paragraph of page 6, line 3: "Each of the commercial apartments are one of three (3) types (Commercial Apartments C-1 through C-7 are identical)."
5. The common interest for the Type "X" Apartment appearing on page 8 has been corrected to read as "0.58 per cent".
6. Paragraph 3 on page 8 pertaining to Recreational Facilities has been amended to include the recreation building which consists of the gymnasium, shower, two bathrooms and sauna.
7. Paragraph 4 pertaining to Parking has been amended by changing the number "145" in line 8 to "160". The number of parking stalls available in the project remains unchanged.

8. Paragraph 5.A.(3) on page 8 has been amended to show that the Unit "C" Apartments include Apartments PH-0, PH-1, PH-4, PH-5, PH-6, PH-9, PH-10 and PH-12.

COMMON ELEMENTS: Paragraph d. of this section is hereby amended by deleting the words "sauna baths and gymnasium building" appearing after the word "fountains" and substituting the words "and recreation building" in lieu thereof. As hereinbefore stated the recreation building consists of a gymnasium with shower, two bathrooms and a sauna. Paragraph d. as amended shall read as follows:

d. The yards, gardens, and recreational facilities, including the swimming pool, fountains and recreation building.

LIMITED COMMON ELEMENTS: All of the parking stalls in the project have been assigned, as set forth in the First Amendment to Declaration dated September 28, 1979, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 14031 at Page 65. In accordance with the First Amendment, subparagraph a. under this section is hereby amended as follows:

a. Each of the one hundred sixty (160) parking stalls shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as follows:

<u>Parking Stall No.</u>	<u>Apartment No.</u>
1	C-3
2	C-3
3	C-3
4	C-3
5	C-3
6	C-3
7	C-3
8	C-3
9	C-3
10	C-3
11	1009
12	1010
13	1012
14	1011
15	1008
16	1007
17	1003
18c	12
19	1002
20	PH-0

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PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: Subparagraph a. of this section is hereby amended by inserting a comma at the end of the word "affected" appearing in line 16 and by adding the words "their mortgagees". Any apartment owner may transfer his parking stall to another apartment owner by way of amendment of Declaration which shall be executed by the apartment owners directly affected, their mortgagees and Lessor.

ENCUMBRANCES AGAINST TITLE: The Developer has filed with the Commission an updated Preliminary Report by Long and Melone, Ltd. dated October 1, 1979. Said Preliminary Title Report reports that title to the land is subject to the following:

1. The real property taxes that may be due and owing, reference is hereby made to the Office of the Tax Assessor, First Division.

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

3. Terms, agreements, reservations, covenants, conditions and provisions contained in Lease dated April 23, 1965 between GUSSIE M. BOLTE, widow, as Lessor, and HIRANO BROTHERS, LIMITED, a Hawaii corporation, as Lessee, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5506 at page 322.

4. Street widening line (approximately 3.50 feet wide) along Pensacola Street, as shown on Survey Plan of Wah Joong Lum, Registered Land Surveyor, dated June 15, 1979.

5. Mortgage and Security Agreement by Pensacola Associates, a registered Hawaii limited partnership, Mortgagor, in favor of First Federal Savings and Loan Association of Hawaii, Mortgagee, dated June 18, 1979, recorded in said Bureau of Conveyances in Liber 13796 at Page 355; to secure \$7,220,000.00.

6. Estoppel Certificate and Consent by Frederick Bolte, Trustee under that certain unrecorded Trust Agreement made by Gussie Minnette Bolte dated September 26, 1969, dated June 15, 1979, recorded in said Bureau of Conveyances in Liber 13796 at page 385.

7. Financing Statement by Pensacola Associates, Debtor, in favor of First Federal Savings and Loan Association of Hawaii, Secured Party, recorded June 26, 1979 in said Bureau of Conveyances in Liber 13796 at Page 389.

8. Subordination, Nondisturbance and Attornment Agreement by and between First Federal Savings and Loan Association of Hawaii and Pensacola Villa Beauty Salon, Inc., dated June 21, 1979, recorded in said Bureau of Conveyances in Liber 13796 at Page 396; subordinates unrecorded space sublease dated September 28, 1967, by and between Hirano Brothers, Limited, as Landlord, and James J. Yamashiro and Shirley K. Yamashiro, as Tenant, which said sublease was assigned to Pensacola Villa Beauty Salon, Inc. by instrument dated September 21, 1977.

9. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, limitations of title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime and By-Laws attached thereto dated September 13, 1979, recorded in the Bureau of Conveyances in Book 14025, Page 728, Condominium Map No. 648, Village Maluhia - 161 Units, as amended; any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any of the instruments aforesaid.

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The purchaser or prospective purchaser should be cognizant of the fact that this published report represents information

disclosed by the Developer in the required Notice of Intention submitted June 28, 1979 and information subsequently filed as of October 4, 1979.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1146 filed on June 28, 1979.

This report when reproduced shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white in color.

*Ah Kau Young*

AH KAU YOUNG, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Taxation  
Bureau of Conveyances  
Department of Planning, City and  
County of Honolulu  
Federal Housing Administration  
Escrow Agent

Registration No. 1146

Dated: October 5, 1979

EXHIBIT "A"

DESCRIPTION OF IMPROVEMENTS

1. 11-Story Building (Pensacola Wing)

1.1 Description.

The eleven-story building running parallel to Pensacola Street, sometimes referred to herein as the "Pensacola Wing", consists of eleven (11) floors with the first floor completely open and consisting of split level parking, designated the lower level and first floor parking, which is open to other parking areas on the grounds and three ramps numbered "Ramps 4, 5 and 6" on the said Condominium Map for the purpose of going from one level to another. Ramp 4 is located on the Davenport Street side of the building, Ramp 6 is located on the side furthest from Davenport Street and Ramp 5 is adjacent to Ramp 6. The lower level has 33 parking spaces numbered 21C, 22, 23C, 24 through 53, inclusive, and the upper level has 20 parking spaces numbered 91 through 110, all as shown on said Condominium Map.

The second through eleventh floors each contains one (1) two-bedroom, two-bathroom apartment, four (4) two-bedroom, one-bathroom apartments, eight (8) one-bedroom, one-bathroom apartments, a corridor leading to the two elevators and the two stairways, a meter room and a janitor's room.

1.2 Materials.

The principal materials used in construction of the building are reinforced concrete, glass, steel and wood.

EXHIBIT "A"

### 1.3 Location, Area and Percentage Common Interest of Apartments.

The building is rectangular in shape with the length of the building running parallel to Pensacola Street. There are two stairs, one at each end of the building and two elevators located at the Davenport Street end of the building. The Davenport Wing joins the Pensacola Wing at the Davenport Street end of the Pensacola Building.

The Pensacola Wing contains one hundred-thirty (130) apartments. Each apartment has been given a three or four digit number designation by which its location in the building can be determined. The last two digits indicates the type of apartment and the location of the apartment on the floor and the digit or digits preceding the last two digits indicate the floor on which the apartment is located except that the eleventh floor apartments are indicated by the letters "PH". The apartments are numbered "00" through "12" starting at the Davenport Street end of the building.

From the Davenport Street end of the building, all of the one-bedroom apartments are located on the left side of the corridor and are numbered "00", "01", "04", "05", "06", "09", "10" and "12". The two-bedroom apartments are located on the right side of the corridor and are numbered "02", "03", "07", "08" and "11" starting at the Davenport Street end. The "02" apartments are all two-bedroom, two-bathroom apartments.

Each of the apartment floors from the second through eleventh floors (the eleventh floor is designated as the penthouse floor and is identified by the letters "PH") is substantially identical and contains three (3) types of

apartments identified as Units "A", "B" and "C". Each apartment contains the number of rooms and the approximate floor area according to plans which are part of the said Condominium Map as follows:

Unit "A" Apartment. There are ten (10) Unit "A" apartments, one on each floor. Each Unit "A" apartment consists of two bedrooms, living room, kitchen and two bathrooms containing an area of approximately 828 square feet and two lanais of approximately 35 square feet each for a total area of approximately 898 square feet. The Unit "A" apartments are all "02" apartments. Each Unit "A" apartment has appurtenant thereto a common interest of 0.96 per cent.

Unit "B" Apartment. There are forty (40) Unit "B" apartments, four (4) on each floor. Each Unit "B" apartment consists of two bedrooms, living room, kitchen and one bathroom containing an area of approximately 630 square feet and a lanai of approximately 35 square feet for a total area of approximately 665 square feet. The Unit "B" apartments are all "03", "07", "08" and "11" apartments. Each Unit "B" apartment has appurtenant thereto a common interest of 0.75 per cent.

Unit "C" Apartment. There are eighty (80) Unit "C" apartments, eight (8) on each floor. Each Unit "C" apartment consists of one bedroom, living room, kitchen and one bathroom containing an area of approximately 493 square feet and a lanai of approximately 45 square feet for a total area of approximately 538 square feet. The Unit "C" apartments are all "00", "01", "04", "05", "06", "09", "10" and "12" apartments. Each Unit "C" apartment has appurtenant thereto a common interest of 0.56 per cent.

## 2. 4-Story Building (Davenport Wing)

### 2.1 Description.

The basement floor consists of a switch room, a pedestrian entryway, a mechanical room, a trash room, a ramp for vehicular access and two (2) commercial apartments.

The first floor consists of two (2) one-bedroom apartments, two (2) studio apartments and five (5) commercial apartments.

The third and fourth floors are substantially identical and each contain five (5) studio apartments and five (5) one-bedroom apartments.

### 2.2 Materials.

The principal materials used in construction of the building are concrete, glass, steel and wood.

### 2.3 Location, Area and Percentage Common Interest of Apartments.

The Davenport Wing is rectangular in shape with the length of the building running parallel to Davenport Street. The end of the building furthest from Pensacola Street abuts and has access to the Pensacola Wing except that the second floor does not have direct access to the Pensacola Wing.

The Davenport Wing contains thirty-one (31) apartments of which seven (7) are commercial units. Each apartment has been given a two digit designation except for the commercial units which have the letter "C" followed by the numbers 1 through 7. The first digit identifies the floor on which the apartment is located. In the case of the third and fourth floor apartments, the last digit indicates the type of apartment and the location of the apartment on the floor.

Starting from the end of the building furthest from Pensacola Street, the basement floor consists of a switch room, Commercial Apartment C-2, a trash room, a pedestrian entry area, Commercial Apartment C-1, Ramp 3 for vehicular access from Davenport Street to the project and a mechanical room appurtenant to Commercial apartments C-3 through C-7. The above described apartments and rooms contain approximately the following areas: ~~Switch Room~~ - 480 square feet; Commercial Apartment C-2 - 240 square feet; ~~Trash Room~~ - 240 square feet; Commercial Apartment C-1 - 490 square feet; and Mechanical Room - 504 square feet. The Trash Room and Switch Room are part of the common elements. The Mechanical Room is a limited common element for the exclusive use of Commercial Apartments C-3 through C-7. Commercial Apartment C-1 has appurtenant thereto a common interest of 0.57 per cent. Commercial Apartment C-2 has appurtenant thereto a common interest of 0.28 per cent.

Starting from the end of the building farthest from Pensacola Street, the first floor consists of Apartments 10, 11, 12, 13, C-7, C-6, C-5, C-4 and C-3. Apartment 10 is a Type "R reversed" unit; Apartment 11 is a Type "W" unit; Apartment 12 is a Type "V" unit; and Apartment 13 is a Type "X" unit. Commercial apartments C-3 through C-7 each contain approximately 488 square feet. Commercial Apartments C-3 through C-7 each has appurtenant thereto a common interest of 0.55 per cent.

The second floor is a partial floor consisting of a storage room of approximately 1197 square feet. The second floor does not have direct access to the Pensacola Wing.

The third and fourth floors are substantially identical and each contains ten (10) apartments numbered "0" through "9" preceded by the floor number. The numbering commences at the end of the building farthest from Pensacola Street.

Each of the residential apartments are one of eight (8) types, "R", "R reversed", "S", "T", "U", "V", "W" and "X". Each of the commercial apartments are one of three (3) types (Commercial Apartments C-3 through C-7 are identical). Each apartment in the Davenport Wing contains the number of rooms and the approximate floor area according to plans which are a part of the said Condominium Map as follows:

Commercial Apartment C-1. Commercial Apartment C-1 consists of one room of approximately 480 square feet and has appurtenant thereto a common interest of 0.57 per cent.

Commercial Apartment C-2. Commercial Apartment C-2 consists of one room of approximately 240 square feet and has appurtenant thereto a common interest of 0.28 per cent.

Commercial Apartments C-3 through C-7. Commercial Apartments C-3 through C-7 each consists of one room of approximately 488 square feet and has appurtenant thereto a common interest of 0.55 per cent.

Type "R" Apartment. There are four (4) Type "R" apartments, two (2) on the third floor and two (2) on the fourth floor. Each Type "R" apartment consists of one bedroom, living room, kitchen and bathroom, containing an area of approximately 504 square feet. The Type "R" apartments are Apartment Numbers 36, 46, 38 and 48. Each Type "R" apartment has appurtenant thereto a common interest of 0.58 per cent.

Type "R reversed" Apartment. There are seven Type "R reversed" apartments, one (1) on the first floor, three (3) on the third floor and three (3) on the fourth floor. The Type "R

reversed" apartment is similar to the Type "R" apartment except that the floor plan is reversed or a "mirror image" of the Type "R" apartment. The Type "R reversed" apartments are Apartment Numbers 10, 30, 40, 37, 47, 39 and 49. Each Type "R reversed" apartment has appurtenant thereto a common interest of 0.58 per cent.

Type "S" Apartment. There are two (2) Type "S" apartments. Each Type "S" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 322 square feet. The Type "S" apartments are Apartment Numbers 35 and 45. Each Type "S" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "T" Apartment. There are two (2) Type "T" apartments. Each Type "T" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 308 square feet. The Type "T" apartments are Apartment Numbers 34 and 44. Each Type "T" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "U" Apartment. There are two (2) Type "U" apartments. Each Type "U" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "U" apartments are Apartment Numbers 33 and 43. Each Type "U" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "V" Apartment. There are three (3) Type "V" apartments. Each Type "V" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "V" apartments are Apartment Numbers 12, 32 and 42. Each Type "V" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "W" Apartment. There are three (3) Type "W" apartments. Each Type "W" apartment is a studio apartment with a kitchen and bathroom and contains an area of approximately 378 square feet. The Type "W" apartments are Apartment Numbers 11, 31 and 41. Each Type "W" apartment has appurtenant thereto a common interest of 0.42 per cent.

Type "X" Apartment. Apartment 13 on the first floor is the only Type "X" apartment. The Type "X" apartment consists of a kitchen, living room and office located on the first floor and a bedroom and bathroom located on a loft. The apartment contains approximately 752 square feet and has appurtenant thereto a common interest of 0.58 per cent.

### 3. Recreational Facilities.

There is a swimming pool and recreation building consisting of a gymnasium with shower, two bathrooms and a sauna on the ground floor.

### 4. Parking.

The lower level of the project contains ninety (90) parking spaces, numbered from 1 through 90. Parking Spaces 18C, 21C and 23C are compact spaces. Thirty-three (33) spaces are within the Pensacola Wing. There are six ramps numbered 1 through 6 on the said Condominium Map, three (3) for entry from Davenport Street and three (3) for travel between parking levels. The street level parking contains seventy (70) parking spaces numbered from 91 through 160. Parking Spaces 112C, 113C and 114C are compact spaces. Spaces 91 through 110 are located within the first floor of the Pensacola Wing.

# 5. Recap of Percentage Common Interest.

	Per Cent Common Interest	x	No. of Apts.	Total Per Cent Common Interest
<u>A. Pensacola Wing</u>				
(1) Unit "A" Apartments "02" and "PH-2" apartments	0.96%	x	10	= 9.60%
(2) Unit "B" Apartments "03", "07", "08", "11", "PH-3", "PH-7", "PH-8", and "PH-11" apartments	0.75%	x	40	= 30.00%
(3) Unit "C" Apartments "00", "01", "04", "05", "06", "09", "10", "12", "PH-0", "PH-1", "PH-4", "PH-5", "PH-6", "PH-9", "PH-10" and "PH-12" apartments	0.56%	x	80	= 44.80%
<u>B. Davenport Wing</u>				
(1) All Studio Apartments Type "S", "T", "U", "V" and "W" apartments Apartment Nos. 35, 45, 34, 44, 33, 43, 32, 42, 31, 41, 12 and 11	0.42%	x	12	= 5.04%
(2) All One-Bedroom Apartments Type "R", "R reversed", and "X" apartments Apartments 36, 38, 46, 48, 37, 39, 47, 49, 30, 40, 10 and 13	0.58%	x	12	= 6.96%
(3) Commercial Apartment C-1 Commercial Apartment C-2 Commercial Apartments C-3, C-4, C-5, C-6 and C-7	0.57% 0.28% 0.55%	x x x	1 1 5	= 0.57% = 0.28% = 2.75%
				100.00%

# ALOHA!

**This Reserve Study Report was prepared in compliance with National Reserves Study Standards and Hawaii State Law.**

**A Reserve Study Report is a budgeting tool that provides the following information to assist with decision making:**

- **An evaluation of the association or property's major physical assets' current deteriorated condition. These major physical assets are defined as Reserve Components.**
- **A comparison of the cost of total Reserve Component current deteriorated condition to the association's current Reserve Fund Balance. This is a statement of "where the current Reserve Fund is" financially.**
- **A Recommended Reserve Fund Contribution to adequately fund for accumulated Reserve Component deterioration, and to have enough cash on hand to timely replace Reserve Components at the end of their useful life in the future without cash flow problems and need for Special Assessments or loans.**
- **A 30 Year Funding Plan projection that adjusts the annual Recommended Reserve Fund Contribution based on the Reserve Component List projections, this report current fiscal year inflation rate and current Reserve Fund interest rate. This is a statement of "where you need to go" for a successfully future.**

**This Reserve Study Report is a one year recommended plan that needs to be reviewed and adjusted annually to then current conditions by the association/property decision makers to meet their fiduciary duty.**

## Executive Summary

<b>Status</b>		
<b>Association</b>		<b>Village Maluhia</b>
<b>Location</b>		<b>Honolulu, HI</b>
<b># Units</b>		<b>161</b>
<b>Base Year</b>		<b>2015</b>
<b>Fiscal Year Start</b>		<b>1/1/2015</b>
<b>Fiscal Year End</b>		<b>12/31/2015</b>
<b>Site Inspection Date</b>		<b>10/9/2014</b>
<b>Total Monthly Assessment</b>		<b>\$60,176.00</b>
<b>Monthly Reserve Contribution</b>		<b>\$6,807.00</b>
<b>Starting Balance</b>		<b>\$425,314</b>
<b>Current Inflation</b>		<b>2.00%</b>
<b>Current Interest</b>		<b>0.00%</b>
<b>Threshold Value</b>		<b>\$1,000</b>
<b>Fully Funded Balance</b>		<b>\$1,439,455</b>
<b>Percent Funded</b>		<b>29.5%</b>
<b>Recommendations</b>		
<b>Recommended Monthly Contribution</b>		<b>\$14,770</b>
<b>Annual Increase</b>		<b>3.00%</b>
<b>Years</b>		<b>10</b>
<b>Second Increase</b>		<b>0.50%</b>
<b>Years</b>		<b>30</b>
<b>1<sup>st</sup> Year Special Assessment</b>		<b>\$0</b>
<b>2<sup>nd</sup> Year Special Assessment</b>		<b>\$0</b>
<b>3<sup>rd</sup> Year Special Assessment</b>		<b>\$0</b>
<b>4<sup>th</sup> Year Special Assessment</b>		<b>\$0</b>
<b>5<sup>th</sup> Year Special Assessment</b>		<b>\$0</b>

This is a Level I Full With-Site Visit Report with development and creation of a component list. The site inspection was performed on 10/9/2014. Information provided by the association contact person regarding financial, physical, quality, historic issues and the reliability of the prior reserve study are deemed accurate and reliable. No known assets meeting Reserve Component requirements were excluded.

- This Reserve Study Report was prepared or supervised by a Reserve Specialist (RS) in compliance with National Reserve Study Standards (NRSS).
- Your Reserve Percent Funded is 29.5% and below 30% Funded indicating a Weak Fund Strength and high risk of cash flow problems and need for Special Assessments or loans in the future.
- This Reserve Study Report calculations, analysis and projects are based on the following Table 1 Reserve Component List.
- The first five (5) years of the plan in the following Table 5-1 are important to the association decision makers short term planning. Note the large annual expenses in these first years that drive the recommended contribution rate and funding plan.
- The Funding goal of this Reserve Study Report is to gradually increase contributions to keep plan minimally funded, avoiding a special assessment in 2022. Due to the current Percent Funded Level of 29.5% there are several years of high risk of cash flow problems due to past inadequate funding. We recommend obtaining 50% Funded Level as soon as possible in the future.

## Component List

**Table 1: Executive Summary****6019-0 baseline**

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost	Future Average Cost
101	Asphalt - Replace	30	8	\$191,100	\$223,904
111	Asphalt - Seal/Repair	5	4	\$17,640	\$19,094
271	Parking Deck - Seal/Repair	4	2	\$91,250	\$94,937
272	Parking Deck - Resurface/Repair	12	6	\$153,300	\$172,641
303	Metal Fencing - Replace	20	5	\$4,550	\$5,024
314	Steel Fencing - Replace	30	2	\$2,450	\$2,549
320	Metal Gates - Replace	20	5	\$4,000	\$4,416
323	Metal Hand Rail - Repair/Paint	5	2	\$4,250	\$4,422
402	Entry System - Replace	10	4	\$2,950	\$3,193
412	Exhaust Fan - Replace	15	4	\$44,000	\$47,627
416	Trash Chute - Partial Replace	20	3	\$32,000	\$33,959
430	Fire Alarm System - Replace/Upgrade	12	10	\$12,000	\$14,628
435	HVAC - Replace	15	0	\$4,000	\$5,383
445	Security Camera System - Replace/Upgrade	10	7	\$12,500	\$14,359
450	Elevator - Modernize	25	10	\$390,000	\$475,408
451	Elevator Cab - Remodel	15	10	\$40,000	\$48,760
464	Heat Pump - Repair	5	0	\$8,000	\$8,833
464	Heat Pump - Replace	25	5	\$42,000	\$46,371
472	Dom. Water Booster Pumps -Replace	25	14	\$15,000	\$19,792
475	HW Circulation Pumps - Replace	15	7	\$5,250	\$6,031
480	Tank - Replace	20	1	\$12,500	\$12,750
501	Mailboxes - Replace	20	8	\$16,500	\$19,332
542	Exercise Equipment - Replace	12	2	\$3,750	\$3,902
543	Rubber Flooring - Replace	8	4	\$2,640	\$2,858
544	Sauna Heater - Replace	10	10	\$1,250	\$1,524
545	Sauna Room - Refurbish	7	7	\$2,900	\$3,331
552	Pool Deck - Repair/Seal	5	3	\$3,438	\$3,648
557	Pool - Retile	20	7	\$37,500	\$43,076
559	Acrylic Spa - Replace	15	0	\$5,500	\$7,402
560	Pool Equipment - Replace	10	8	\$2,000	\$2,343
570	Pool Furniture - Replace	6	4	\$9,500	\$10,283
604	Pressure Reducing Valves - Replace	15	14	\$4,500	\$5,938
608	Plumbing - Repair/Replace	10	2	\$32,500	\$33,813
620	Plumbing Stacks - Repair	30	0	\$195,000	\$353,216
701	Interior Surfaces - Paint	8	6	\$34,400	\$38,740
705	Wood Panel - Replace	20	6	\$6,100	\$6,870
710	Restrooms - Remodel	12	2	\$6,000	\$6,242
711	Restroom Tile Floor - Replace	20	2	\$14,300	\$14,878
713	Carpet - Replace	8	1	\$96,850	\$98,787
714	Tile Floor - Replace	20	4	\$61,875	\$66,975
715	Office - Remodel	10	0	\$4,250	\$5,181

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716	Office Equipment - Replace/Upgrade	4	0	\$2,000	\$2,165
731	Fire Doors - Partial Replace	10	3	\$15,000	\$15,918
1001	Exterior - Painting	10	2	\$228,250	\$237,471
1006	Concrete Spall - Repair	10	2	\$62,500	\$65,025
1019	Awning - Replace	12	4	\$3,150	\$3,410
1070	Glass Doors and Windows - Replace	25	7	\$10,500	\$12,061
1101	High Rise Flat Roof - Seal	10	0	\$28,000	\$34,132
1101	Low Rise Flat Roof - Seal	10	0	\$16,625	\$20,266
1106	Cap Sheet Roof - Replace	12	3	\$3,250	\$3,449
1106	Cap Sheet Roof - Replace	12	0	\$4,400	\$5,580
1110	Metal Roof - Replace/Repair	15	0	\$29,900	\$40,241
1135	Roof Skylight - Replace	10	0	\$5,250	\$6,400

53 Total Funded Components

## 5 Year Plan

**Table 5: 30-Year Income/Expense Detail (yrs 0 through 4)****6019-0 baseline**

Fiscal Year		2015	2016	2017	2018	2019
Starting Reserve Balance		\$425,314	\$299,629	\$370,649	\$95,445	\$232,146
Annual Reserve Contribution		\$177,240	\$182,557	\$188,034	\$193,675	\$199,485
Planned Special Assessments		\$0	\$0	\$0	\$0	\$0
Interest Earnings		\$0	\$0	\$0	\$0	\$0
Total Income		\$602,554	\$482,186	\$558,683	\$289,120	\$431,632
#	Component					
101	Asphalt - Replace	\$0	\$0	\$0	\$0	\$0
111	Asphalt - Seal/Repair	\$0	\$0	\$0	\$0	\$19,094
271	Parking Deck - Seal/Repair	\$0	\$0	\$94,937	\$0	\$0
272	Parking Deck - Resurface/Repair	\$0	\$0	\$0	\$0	\$0
303	Metal Fencing - Replace	\$0	\$0	\$0	\$0	\$0
314	Steel Fencing - Replace	\$0	\$0	\$2,549	\$0	\$0
320	Metal Gates - Replace	\$0	\$0	\$0	\$0	\$0
323	Metal Hand Rail - Repair/Paint	\$0	\$0	\$4,422	\$0	\$0
402	Entry System - Replace	\$0	\$0	\$0	\$0	\$3,193
412	Exhaust Fan - Replace	\$0	\$0	\$0	\$0	\$47,627
416	Trash Chute - Partial Replace	\$0	\$0	\$0	\$33,959	\$0
430	Fire Alarm System - Replace/Upgrade	\$0	\$0	\$0	\$0	\$0
435	HVAC - Replace	\$4,000	\$0	\$0	\$0	\$0
445	Security Camera System - Replace/Upgrade	\$0	\$0	\$0	\$0	\$0
450	Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
451	Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
464	Heat Pump - Repair	\$8,000	\$0	\$0	\$0	\$0
464	Heat Pump - Replace	\$0	\$0	\$0	\$0	\$0
472	Dom. Water Booster Pumps -Replace	\$0	\$0	\$0	\$0	\$0
475	HW Circulation Pumps - Replace	\$0	\$0	\$0	\$0	\$0
480	Tank - Replace	\$0	\$12,750	\$0	\$0	\$0
501	Mailboxes - Replace	\$0	\$0	\$0	\$0	\$0
542	Exercise Equipment - Replace	\$0	\$0	\$3,902	\$0	\$0
543	Rubber Flooring - Replace	\$0	\$0	\$0	\$0	\$2,858
544	Sauna Heater - Replace	\$0	\$0	\$0	\$0	\$0
545	Sauna Room - Refurbish	\$0	\$0	\$0	\$0	\$0
552	Pool Deck - Repair/Seal	\$0	\$0	\$0	\$3,648	\$0
557	Pool - Retile	\$0	\$0	\$0	\$0	\$0
559	Acrylic Spa - Replace	\$5,500	\$0	\$0	\$0	\$0
560	Pool Equipment - Replace	\$0	\$0	\$0	\$0	\$0
570	Pool Furniture - Replace	\$0	\$0	\$0	\$0	\$10,283
604	Pressure Reducing Valves - Replace	\$0	\$0	\$0	\$0	\$0
608	Plumbing - Repair/Replace	\$0	\$0	\$33,813	\$0	\$0
620	Plumbing Stacks - Repair	\$195,000	\$0	\$0	\$0	\$0
701	Interior Surfaces - Paint	\$0	\$0	\$0	\$0	\$0
705	Wood Panel - Replace	\$0	\$0	\$0	\$0	\$0

Association #6019-0 baseline

710	Restrooms - Remodel	\$0	\$0	\$6,242	\$0	\$0
711	Restroom Tile Floor - Replace	\$0	\$0	\$14,878	\$0	\$0
713	Carpet - Replace	\$0	\$98,787	\$0	\$0	\$0
714	Tile Floor - Replace	\$0	\$0	\$0	\$0	\$66,975
715	Office - Remodel	\$4,250	\$0	\$0	\$0	\$0
716	Office Equipment - Replace/Upgrade	\$2,000	\$0	\$0	\$0	\$2,165
731	Fire Doors - Partial Replace	\$0	\$0	\$0	\$15,918	\$0
1001	Exterior - Painting	\$0	\$0	\$237,471	\$0	\$0
1006	Concrete Spall - Repair	\$0	\$0	\$65,025	\$0	\$0
1019	Awning - Replace	\$0	\$0	\$0	\$0	\$3,410
1070	Glass Doors and Windows - Replace	\$0	\$0	\$0	\$0	\$0
1101	High Rise Flat Roof - Seal	\$28,000	\$0	\$0	\$0	\$0
1101	Low Rise Flat Roof - Seal	\$16,625	\$0	\$0	\$0	\$0
1106	Cap Sheet Roof - Replace	\$0	\$0	\$0	\$3,449	\$0
1106	Cap Sheet Roof - Replace	\$4,400	\$0	\$0	\$0	\$0
1110	Metal Roof - Replace/Repair	\$29,900	\$0	\$0	\$0	\$0
1135	Roof Skylight - Replace	\$5,250	\$0	\$0	\$0	\$0
Total Expenses		\$302,925	\$111,537	\$463,238	\$56,974	\$155,605
Ending Reserve Balance:		\$299,629	\$370,649	\$95,445	\$232,146	\$276,026

Table 4: 30-Year Reserve Plan Summary

6019-0 baseline

Fiscal Year Beginning: 01/01/15					Interest: 0.0%		Inflation: 2.0%	
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Rating	Annual Reserve Contribs.	Loans or Special Assmts	Interest Income	Projected Reserve Expenses
2015	\$425,314	\$1,439,455	29.5%	Weak	\$177,240	\$0	\$0	\$302,925
2016	\$299,629	\$1,317,260	22.7%	Weak	\$182,557	\$0	\$0	\$111,537
2017	\$370,649	\$1,390,997	26.6%	Weak	\$188,034	\$0	\$0	\$463,238
2018	\$95,445	\$1,110,697	8.6%	Weak	\$193,675	\$0	\$0	\$56,974
2019	\$232,146	\$1,242,468	18.7%	Weak	\$199,485	\$0	\$0	\$155,605
2020	\$276,026	\$1,279,624	21.6%	Weak	\$205,470	\$0	\$0	\$64,644
2021	\$416,852	\$1,413,724	29.5%	Weak	\$211,634	\$0	\$0	\$321,013
2022	\$307,474	\$1,292,499	23.8%	Weak	\$217,983	\$0	\$0	\$83,739
2023	\$441,717	\$1,414,426	31.2%	Fair	\$224,522	\$0	\$0	\$251,951
2024	\$414,289	\$1,370,847	30.2%	Fair	\$231,258	\$0	\$0	\$136,826
2025	\$508,721	\$1,447,525	35.1%	Fair	\$238,196	\$0	\$0	\$738,863
2026	\$8,053	\$915,436	0.9%	Weak	\$239,387	\$0	\$0	\$0
2027	\$247,440	\$1,130,197	21.9%	Weak	\$240,584	\$0	\$0	\$426,814
2028	\$61,210	\$917,832	6.7%	Weak	\$241,787	\$0	\$0	\$23,851
2029	\$279,145	\$1,116,250	25.0%	Weak	\$242,996	\$0	\$0	\$235,382
2030	\$286,759	\$1,106,962	25.9%	Weak	\$244,210	\$0	\$0	\$68,168
2031	\$462,801	\$1,272,217	36.4%	Fair	\$245,432	\$0	\$0	\$20,111
2032	\$688,122	\$1,494,047	46.1%	Fair	\$246,659	\$0	\$0	\$159,067
2033	\$775,713	\$1,582,916	49.0%	Fair	\$247,892	\$0	\$0	\$357,044
2034	\$666,561	\$1,476,052	45.2%	Fair	\$249,131	\$0	\$0	\$89,798
2035	\$825,895	\$1,644,155	50.2%	Fair	\$250,377	\$0	\$0	\$101,067
2036	\$975,205	\$1,808,729	53.9%	Fair	\$251,629	\$0	\$0	\$23,341
2037	\$1,203,493	\$2,060,570	58.4%	Fair	\$252,887	\$0	\$0	\$764,023
2038	\$692,357	\$1,566,742	44.2%	Fair	\$254,152	\$0	\$0	\$79,535
2039	\$866,973	\$1,766,100	49.1%	Fair	\$255,422	\$0	\$0	\$142,934
2040	\$979,462	\$1,909,762	51.3%	Fair	\$256,699	\$0	\$0	\$251,669
2041	\$984,493	\$1,950,470	50.5%	Fair	\$257,983	\$0	\$0	\$179,223
2042	\$1,063,252	\$2,071,071	51.3%	Fair	\$259,273	\$0	\$0	\$98,146
2043	\$1,224,379	\$2,282,071	53.7%	Fair	\$260,569	\$0	\$0	\$73,345
2044	\$1,411,603	\$2,527,981	55.8%	Fair	\$261,872	\$0	\$0	\$39,317

# AOAO VILLAGE MALUHIA

## SCHEDULE OF INSURANCE

2015-2016

<u>COMPANY, POLICY NO., &amp; POLICY PERIOD</u>	<u>COVERAGE</u>		<u>PREMIUM</u>	<u>COMMENTS</u>
Dongbu Insurance DPP 1400033-01 02/13/15-16	PACKAGE	1535 Pensacola Street	\$22,155	
	A) Liability	\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$100,000 \$5,000		Aggregate Products Occurrence Pers Inj/Adv Injry Fire Legal Premises Medical X TRIA
	B) Auto	\$1,000,000		Bodily Injury & Property Damage Hired & Non-Owned Auto Coverage
	C) Property	\$22,600,000 \$120,000 \$5,000 1%		Building Business Personal Property AOP Deductible Hurricane Deductible Special Form X TRIA
CNA (Ian H Graham) 598946377 02/13/15-16	D) Crime	\$100,000 \$250	\$581	Employee Dishonesty Form A Deductible
St. Paul Fire & Marine ZUP15P9973A13NF-30822 02/13/15-16	UMBRELLA	\$5,000,000 \$5,000,000	\$3,296	Aggregate Occurrence

<u>COMPANY, POLICY NO., &amp; POLICY PERIOD</u>	<u>COVERAGE</u>		<u>PREMIUM</u>	<u>COMMENTS</u>
Continental Casualty Co c/o IH Graham 0250503974 02/09/15-16	DIRECTORS & OFFICERS LIABILITY ASSOCIATION LIABILITY	\$1,000,000	\$2,585	\$1,000 Ded Prior or Pending Date 02/09/1990 Prop Manager
HEMIC WC1000001158-2014A 11/9/14-15	WORKERS COMPENSATION	\$100,000 \$500,000 \$100,000	\$4,974	.94 Exp Mod Payrolls:\$100,000
Pacific Guardian Life TDI 0000034231 1/1/81 - Continuous Until Cancelled	TEMPORARY DISABILITY	Statutory Limits		
Travelers BME 1-2347N40A-TCT-15 02/13/15-16	BOILER & MACHINERY	\$25,037,654 \$100,000	\$1,344	Total Limit Breakdown Extra Expense

	<u>Renewal (15-16)</u>	<u>Expiring (14-15)</u>
PACKAGE	\$22,155	\$23,703
UMBRELLA	\$3,296	\$3,200
DIRECTORS & OFFICERS	\$2,585	\$2,486
WORKERS COMPENSATION	\$4,974 (2014-15)	\$4,849 (2013-14)
BOILER	\$1,344	\$1,335
CRIME	\$581	\$561

Budget Year		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
F	Monthly Operating Contribution																					
	Monthly Reserve Contribution																					
	Total Monthly OC & RC																					
C-2	Monthly Special Assessment-OC																					
	Monthly Special Assessment-RC																					
	Total Monthly Maintenance Fee																					
E	Monthly Operating Contribution																					
	Monthly Reserve Contribution																					
	Total Monthly OC & RC																					
11 & 12, 31-35, 41-45	Monthly Special Assessment-OC																					
	Monthly Special Assessment-RC																					
	Total Monthly Maintenance Fee																					
G	Monthly Operating Contribution																					
	Monthly Reserve Contribution																					
	Total Monthly OC & RC																					
C-3 to C-7	Monthly Special Assessment-OC																					
	Monthly Special Assessment-RC																					
	Total Monthly Maintenance Fee																					
D	Monthly Operating Contribution																					
	Monthly Reserve Contribution																					
	Total Monthly OC & RC																					
00,01,04, 05,06,09, 10 & 12	Monthly Special Assessment-OC																					
	Monthly Special Assessment-RC																					
	Total Monthly Maintenance Fee																					
H	Monthly Operating Contribution																					
	Monthly Reserve Contribution																					
	Total Monthly OC & RC																					
C-1	Monthly Special Assessment-OC																					
	Monthly Special Assessment-RC																					
	Total Monthly Maintenance Fee																					



VILLAGE MALUHIA  
APPROVED OPERATING BUDGET  
FYE DECEMBER 31, 2015

03/03/15

	Monthly FY 2015	Annual FY 2015	Monthly FY 2014	Annual FY 2014	Monthly Variance	Annual Variance
<b><u>RECEIPTS</u></b>						
40300 Maintenance Fees	\$51,508	\$618,096	\$53,369	\$640,428	(\$1,861)	(\$22,332)
40550 Special Assessment	0	\$0	0	0	0	0
40150 Interest Income	0	\$0	1	12	(1)	(12)
40350 Misc Inc	0	\$0	0	0	0	0
40250 Lease Rent	3,366	\$40,392	3,366	40,392	0	0
40500 Refundable Deposits	0	0	0	0	0	0
<b>TOTAL RECEIPTS</b>	<b>\$54,874</b>	<b>\$658,488</b>	<b>\$56,736</b>	<b>\$680,832</b>	<b>(\$1,862)</b>	<b>(\$22,344)</b>
<b><u>DISBURSEMENTS</u></b>						
<b><u>PAYROLL COSTS</u></b>						
51050 Insurance-Payroll Related	\$1,393	16,716	\$1,963	\$23,556	(\$570)	(\$6,840)
51051 Insurance-Payroll Related TDI	30	360	17	204	13	156
51100 Payroll Expense	5,016	60,192	6,171	74,052	(1,155)	(13,860)
51151 Payroll Taxes - SUTA	61	732	179	2,148	(118)	(1,416)
51152 Payroll Taxes - FUTA	10	120	14	168	(4)	(48)
51153 Payroll Taxes - ER	384	4,608	472	5,664	(88)	(1,056)
51250 Resident Manager-Lodging	850	10,200	1,460	17,520	(610)	(7,320)
<b><u>UTILITIES</u></b>						
52050 Cable TV	\$2,432	\$29,184	\$2,275	\$27,300	\$157	\$1,884
52100 Electricity	\$12,397	\$148,764	12,410	\$148,920	(\$13)	(\$156)
52150 Gas	\$157	\$1,884	\$160	1,920	(3)	(36)
52200 Refuse	2,293	27,516	2,293	27,516	0	0
52250 Sewer	10,416	124,992	9,863	118,356	553	6,636
52300 Tele/Comm	400	4,800	393	4,716	7	84
52350 Water	2,890	34,680	2,468	29,616	422	5,064
<b><u>REPAIR &amp; MAINTENANCE</u></b>						
53050 Building	\$1,387	\$16,644	\$535	\$6,420	\$852	\$10,224
53100 Elevator	1,835	22,020	1,815	21,780	20	240
53150 Equipment	5	60	5	60	0	0
53200 Extermination	338	4,056	259	3,108	79	948
53250 Fire Control	345	4,140	342	4,104	3	36
53300 Grounds	917	11,004	1,047	12,564	(130)	(1,560)
53350 HVAC	580	6,960	580	6,960	0	0
53351 HVAC-Incidentals	80	\$960	320	3,840	(240)	(2,880)
53450 Miscellaneous	5	60	5	60	0	0
53550 Plumbing	270	3,240	800	9,600	(530)	(6,360)
53600 Pool	317	3,804	66	792	251	3,012
<b><u>ADMINISTRATIVE</u></b>						
54050 Accting/Tax Prep	\$160	\$1,920	\$160	\$1,920	\$0	\$0
54100 Insurance-Business Related	2,800	33,600	2,960	35,520	(160)	(1,920)
54150 Lease Rent	2,610	31,320	3,366	40,392	(756)	(9,072)
54200 Legal	231	2,772	46	552	185	2,220
54350 Mgmt Fee	2,585	31,020	2,585	31,020	0	0
54400 Miscellaneous	59	708	92	1,104	(33)	(396)
54450 Office Exp	818	9,816	818	9,816	0	0
54500 Other Management Fees	644	7,728	644	7,728	0	0
54700 Taxes - Other	159	1,908	153	1,836	6	72
<b>TOTAL DISBURSEMENTS</b>	<b>\$54,874</b>	<b>\$658,488</b>	<b>\$56,736</b>	<b>\$680,832</b>	<b>(\$1,862)</b>	<b>(\$22,344)</b>
<b>NET GAIN/(LOSS)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



# PROJECT INFORMATION FORM



## Condominium, Co-op, PUD, and other Homeowner Organizations Hawaii Association of REALTORS® Standard Form (To be used in conjunction with RR109 Seller's Real Property Disclosure Statement) Revised 12/10 (NC) For Release 11/11

**COPYRIGHT AND TRADEMARK NOTICE:** This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Property Reference or Address: 1535 Pensacola Street, Honolulu, HI 96822  
Tax Map Key: Div. 1 /Zone 2 /Sec. 4 /Plat 19 /Parcel 10 /CPR \_\_\_\_\_ (if applicable).

Project is managed by a licensed real estate broker. ☒ Yes [ ] No If a licensed real estate broker, is managing agent registered with the Real Estate Commission as a Condominium Managing Agent? ☒ Yes [ ] No

Name of Managing Agent: Alii Ohana Property Management, Inc.  
Managed by this Managing Agent since: 5/92  
Managing Agent provides (Check those services that apply):  
☐ Administrative Management Services  
☒ Fiscal Management Services  
☒ Physical Management Services  
☐ Other Management Services - \_\_\_\_\_  
[ ] Project is self-managed since: \_\_\_\_\_

### A. GENERAL & LEGAL

Total number of apartments: 161 Number of guest parking stalls available: 0  
If applicable, what percentage of Condominium Apartments has been sold and conveyed (excluding to the Developer)? 100 %  
What approximate percentage of Condominium Apartments are primary residences? 39 %  
What approximate percentage of Condominium Apartments are second homes? 0 %  
What approximate percentage of Condominium Apartments are investor properties? 61 %  
Approximately how many foreclosures have been filed by the Board of Directors during the past twelve (12) months? 1  
What approximate percentage of owners is more than one month delinquent in maintenance fees? 1 %

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

Yes	No	NTMK	(Not To My Knowledge)	
[ ]	<input checked="" type="checkbox"/>	[ ]	(1)	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?
[ ]	<input checked="" type="checkbox"/>	[ ]	(2)	Does the Association own any fee interest in the Project?
[ ]	<input checked="" type="checkbox"/>	[ ]	(3)	Has the Association taken a loan to acquire its fee interest?
[ ]	<input checked="" type="checkbox"/>	[ ]	(4)	Are any owners assessed to repay the Association's loan?
[ ]	<input checked="" type="checkbox"/>	[ ]	(5)	Are there any current or contemplated negotiations regarding the lease?
[ ]	<input checked="" type="checkbox"/>	[ ]	(6)	Is Project subject to phasing or development of additional increments?
[ ]	<input checked="" type="checkbox"/>	[ ]	(7)	Has the Owners Association or Corporation been in control of the operations of Project for less than two (2) years?
[ ]	<input checked="" type="checkbox"/>	[ ]	(8)	Are there any lawsuits, arbitration or mediation actions affecting Project and/or Association other than delinquent owner maintenance fees? Attorney for Association of Apartment Owners: <u>Philip Nerney, Esquire 537-1777</u> <b>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.</b>
[ ]	<input checked="" type="checkbox"/>	[ ]	(9)	If Project is a Condominium, does any single entity, individual or partnership own more than 10 percent of the common interest of Project?
[ ]	<input checked="" type="checkbox"/>	[ ]	(10)	Are any Association or Corporation approvals required for transfer of Ownership?
[ ]	<input checked="" type="checkbox"/>	[ ]	(11)	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)?
[ ]	<input checked="" type="checkbox"/>	[ ]	(12)	Is a time share operation located at Project? Name of Operator: _____
[ ]	<input checked="" type="checkbox"/>	[ ]	(13)	Is there a hotel operation or mandatory rental pool? Name of operator? _____
<input checked="" type="checkbox"/>	[ ]	[ ]	(14)	Have any of the following items been discovered by the Association or Corporation at Project? <input checked="" type="checkbox"/> asbestos; [ ] formaldehyde; [ ] radon gas; [ ] lead-based paint; [ ] mold, mildew, fungus
<input checked="" type="checkbox"/>	[ ]	[ ]	(15)	Are there commercial apartments, lots or commercial use of the common areas or common elements at Project?

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

Number of Question answered "YES" and Explain:

14) Unit 407's living room ceiling was tested for asbestos and asbestos was present.

15) Units C-1, C-2, C-3, C-4, C-5, C-6 & C-7 are used for commercial purposes.

Association currently owns unit 700 subject to a mortgage. Association foreclosed on unit 700.

## B. INSURANCE

Name of Insurance Company:

Name of Insurance Agent: Burt Fujii (Business Insurance Services) Phone: (808) 592-5020

**\*\*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 #14 to #17 apply to common areas only.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(16) Are any improvements located in a designated Flood Hazard Zone that require insurance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(17) Is Project covered by Flood Insurance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(18) Is Project located in a tsunami inundation area?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(19) Has there been any substantial damage to Project due to earthquake, fire, floods, winds, landslides, tsunami, or volcanic activity within the last five years?

Number of Question answered "YES" and Explain:

## 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"/> Recreation/Community Association Dues
<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Sewer
<input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/> Water
<input checked="" type="checkbox"/> Hot Water	<input type="checkbox"/> Loan(s)
<input type="checkbox"/> Lease Rent	<input checked="" type="checkbox"/> Other: Common area elect., repair & maint., ins, employee salaries
<input checked="" type="checkbox"/> Parking	<input type="checkbox"/> Other: & refuse.

Are there any other fees billed to the owners by the Association? Please describe (type and amount) All units are submetered.  
Association bills the owners for the individual unit's usage.

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

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

- ☒ [ ] [ ] (20) Has the Association or Corporation Board of Directors approved a maintenance fee increase, special assessment, or loan?
- [ ] ☒ [ ] (21) Are any special assessments or loans in effect at this time?
- [ ] ☒ [ ] (22) Are any assessments required to be paid in full at the time of conveyance of ownership?

Number of Question answered "YES" and Explain: There was an 10% maintenance fee increase for 2015 effective April - December 2015.

#### 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                                |  |
|------|-------------------------------------|-------------------------------------|-----------------------------|------|-------------------------------------|--|
| (23) | [ ]                                 | <input checked="" type="checkbox"/> | Air Conditioning system     | (37) | <input checked="" type="checkbox"/> | Sauna                                    |
| (24) | [ ]                                 | <input checked="" type="checkbox"/> | Barbecue Facilities         | (38) | <input checked="" type="checkbox"/> | Security Systems                         |
| (25) | [ ]                                 | <input checked="" type="checkbox"/> | Drainage                    | (39) | <input checked="" type="checkbox"/> | Sewage Treatment Plant                   |
| (26) | [ ]                                 | <input checked="" type="checkbox"/> | Driveways/Parking Areas     | (40) | <input checked="" type="checkbox"/> | Slab(s)                                  |
| (27) | [ ]                                 | <input checked="" type="checkbox"/> | Electrical Systems          | (41) | <input checked="" type="checkbox"/> | Spas                                     |
| (28) | [ ]                                 | <input checked="" type="checkbox"/> | Elevators                   | (42) | <input checked="" type="checkbox"/> | Sprinkler System                         |
| (29) | [ ]                                 | <input checked="" type="checkbox"/> | Exterior Walls              | (43) | <input checked="" type="checkbox"/> | Swimming Pool                            |
| (30) | [ ]                                 | <input checked="" type="checkbox"/> | Foundations                 | (44) | <input checked="" type="checkbox"/> | Tennis Courts                            |
| (31) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Lanai Decks/Railings        | (45) | <input checked="" type="checkbox"/> | Trash Chutes                             |
| (32) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Paint                       | (46) | <input checked="" type="checkbox"/> | Walkways                                 |
| (33) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Plumbing                    | (47) | <input checked="" type="checkbox"/> | Wall(s)/Fences (including sea walls)     |
| (34) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Pool/Deck/Railings          | (48) | <input checked="" type="checkbox"/> | Water Features                           |
| (35) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Rec./Fitness Room Equipment | (49) | <input checked="" type="checkbox"/> | Other <u>Sub-Metering, Water Heaters</u> |
| (36) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Roofing                     |      |                                     |  |

- | Yes | No                                  | NTMK                                |   |
|-----|-------------------------------------|-------------------------------------|---|
| [ ] | <input checked="" type="checkbox"/> | [ ]                                 | (50) Are lanai enclosures presently permitted by the Association or Corporation Board of Directors?   |
| [ ] | <input checked="" type="checkbox"/> | [ ]                                 | (51) Do you know, within the past year, of the presence of live infestation, wood boring insects/termites in the common elements/common areas of Project?                   |
| [ ] | [ ]                                 | <input checked="" type="checkbox"/> | (52) Do you know, within the past year, of leaks and/or water damage in the common elements/common areas of Project?  |
| [ ] | <input checked="" type="checkbox"/> | [ ]                                 | (53) 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: 31) Majority owners consented to approve installation of lanai shutters @ owner's expense. Request must be submitted to Board for approval prior to installing. 33) Will be reviewing the hot water system to see if upgrade/replacement is necessary. 36) Roof leak on lowrise building was recently patched; currently determining if roof needs to be replaced or coated. 37) The sauna inoperable due to a fire. 45) Trash chutes are being repaired. 49) Majority owners consented to installation of electric sub-meters for all units @ owner's expense allowing residents one air con. Request must be submitted to Board for approval & air con specs. Many units didn't have extra breaker for use exclusively for air con requiring hiring electrician to install 2nd panel @ owners expense. Installation of the sub-meters was completed. The electric usage of each unit charged to owner; common area electrical usage charged to the association. The Board is looking into the possibility of installing tankless water heaters in each unit.

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

### 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

Date

Name: Brenda Ceria Title: Property Manager  
Company: Alii Ohana Property Management, Inc.  
Address: 1136 Union Mall, Suite 310, Honolulu, HI 96813  
Phones: 808-947-3331 Fax: 808-524-9308  
E-Mail: brenda@kulaaaina.com

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BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



## Budget vs. Actuals

Cash Basis

Prepared By: ALII OHANA PROPERTY MANAGEMENT, INC.  
1136 Union Mall, Suite 310  
Honolulu, Hawaii 96813

### Village Maluhia: PROPOSED 2015

Account	1/1/2015 to 1/31/2015				1/1/2015 to 1/31/2015			
	Actual	Budget	\$ Over Budget	% of Budget	Actual	Budget	\$ Over Budget	% of Budget

<b>Income</b>								
40150 Interest Income	\$0.00	\$1.00	(\$1.00)	0.00%	\$0.00	\$1.00	(\$1.00)	0.00%
40250 Lease Rent	\$8,170.24	\$3,366.00	\$4,804.24	242.73%	\$8,170.24	\$3,366.00	\$4,804.24	242.73%
40300 Association Fee Income	\$51,691.39	\$53,369.00	(\$1,677.61)	96.86%	\$51,691.39	\$53,369.00	(\$1,677.61)	96.86%
40352 Late Charge	\$120.00	\$0.00	\$120.00	over	\$120.00	\$0.00	\$120.00	over
40361 Key Deposit	\$50.00	\$0.00	\$50.00	over	\$50.00	\$0.00	\$50.00	over
40370 Suspense Account	\$428.39	\$0.00	\$428.39	over	\$428.39	\$0.00	\$428.39	over
40600 Rental Income	\$3,802.20	\$800.00	\$3,002.20	475.28%	\$3,802.20	\$800.00	\$3,002.20	475.28%
<b>Total Income</b>	<b>\$64,262.22</b>	<b>\$57,536.00</b>	<b>\$6,726.22</b>	<b>111.69%</b>	<b>\$64,262.22</b>	<b>\$57,536.00</b>	<b>\$6,726.22</b>	<b>111.69%</b>

<b>Expenses</b>								
51000 Payroll Costs								
51050 Insurance	\$1,548.99	\$1,963.00	(\$414.01)	78.91%	\$1,548.99	\$1,963.00	(\$414.01)	78.91%
51051 TDI	\$214.06	\$17.00	\$197.06	1,259.18%	\$214.06	\$17.00	\$197.06	1,259.18%
51100 Payroll Processing	\$5,119.82	\$6,171.00	(\$1,051.18)	82.97%	\$5,119.82	\$6,171.00	(\$1,051.18)	82.97%
51151 Taxes - SUTA	\$0.00	\$179.00	(\$179.00)	0.00%	\$0.00	\$179.00	(\$179.00)	0.00%
51152 Taxes - FUTA	\$0.00	\$14.00	(\$14.00)	0.00%	\$0.00	\$14.00	(\$14.00)	0.00%
51153 Taxes - Social Security	\$391.67	\$472.00	(\$80.33)	82.98%	\$391.67	\$472.00	(\$80.33)	82.98%
51250 Lodging	\$850.00	\$1,460.00	(\$610.00)	58.22%	\$850.00	\$1,460.00	(\$610.00)	58.22%
<b>Total for 51000 Payroll Costs</b>	<b>\$8,124.54</b>	<b>\$10,276.00</b>	<b>(\$2,151.46)</b>	<b>79.06%</b>	<b>\$8,124.54</b>	<b>\$10,276.00</b>	<b>(\$2,151.46)</b>	<b>79.06%</b>
52000 Utilities								
52050 Cable	\$2,426.67	\$2,275.00	\$151.67	106.67%	\$2,426.67	\$2,275.00	\$151.67	106.67%
52100 Electricity	\$8,807.68	\$12,410.00	(\$3,602.32)	70.97%	\$8,807.68	\$12,410.00	(\$3,602.32)	70.97%
52150 Gas	\$150.00	\$160.00	(\$10.00)	93.75%	\$150.00	\$160.00	(\$10.00)	93.75%
52200 Refuse	\$4,713.02	\$2,293.00	\$2,420.02	205.54%	\$4,713.02	\$2,293.00	\$2,420.02	205.54%
52250 Sewer	\$9,721.92	\$9,863.00	(\$141.08)	98.57%	\$9,721.92	\$9,863.00	(\$141.08)	98.57%
52300 Tele/Comm/Mobile/Internet	\$370.77	\$393.00	(\$22.23)	94.34%	\$370.77	\$393.00	(\$22.23)	94.34%
52350 Water	\$2,732.72	\$2,468.00	\$264.72	110.73%	\$2,732.72	\$2,468.00	\$264.72	110.73%
<b>Total for 52000 Utilities</b>	<b>\$28,922.78</b>	<b>\$29,862.00</b>	<b>(\$939.22)</b>	<b>96.85%</b>	<b>\$28,922.78</b>	<b>\$29,862.00</b>	<b>(\$939.22)</b>	<b>96.85%</b>
53000 Repairs & Maintenance								
53050 Building	\$3,643.28	\$535.00	\$3,108.28	680.99%	\$3,643.28	\$535.00	\$3,108.28	680.99%
53100 Elevator	\$5,059.10	\$1,815.00	\$3,244.10	278.74%	\$5,059.10	\$1,815.00	\$3,244.10	278.74%
53150 Equipment - Grounds & Tools	\$0.00	\$5.00	(\$5.00)	0.00%	\$0.00	\$5.00	(\$5.00)	0.00%
53200 Extermination	\$951.12	\$259.00	\$692.12	367.23%	\$951.12	\$259.00	\$692.12	367.23%
53250 Fire Control Systems	\$2,615.71	\$342.00	\$2,273.71	764.83%	\$2,615.71	\$342.00	\$2,273.71	764.83%



## Budget vs. Actuals

Cash Basis

Prepared By: ALII OHANA PROPERTY MANAGEMENT, INC.  
1136 Union Mall, Suite 310  
Honolulu, Hawaii 96813

### Village Maluhia: PROPOSED 2015

Account	Actual	Budget	\$ Over Budget	% of Budget	Actual	Budget	\$ Over Budget	% of Budget
53300 Grounds	\$1,529.38	\$1,047.00	\$482.38	146.07%	\$1,529.38	\$1,047.00	\$482.38	146.07%
53325 Termite Repair	\$0.00	\$259.00	(\$259.00)	0.00%	\$0.00	\$259.00	(\$259.00)	0.00%
53350 HVAC (Fans, Pumps, Generator)	\$0.00	\$580.00	(\$580.00)	0.00%	\$0.00	\$580.00	(\$580.00)	0.00%
53351 HVAC-Incidentals	\$0.00	\$320.00	(\$320.00)	0.00%	\$0.00	\$320.00	(\$320.00)	0.00%
53370 Tree Trimming	\$3,047.22	\$0.00	\$3,047.22	over	\$3,047.22	\$0.00	\$3,047.22	over
53450 Miscellaneous	\$0.00	\$5.00	(\$5.00)	0.00%	\$0.00	\$5.00	(\$5.00)	0.00%
53550 Plumbing	(\$2,273.34)	\$800.00	(\$3,073.34)	-284.17%	(\$2,273.34)	\$800.00	(\$3,073.34)	-284.17%
53600 Pool	\$0.00	\$66.00	(\$66.00)	0.00%	\$0.00	\$66.00	(\$66.00)	0.00%
53900 Vehicles	\$35.65	\$0.00	\$35.65	over	\$35.65	\$0.00	\$35.65	over
Total for 53000 Repairs & Maintenance	\$14,608.12	\$6,033.00	\$8,575.12	242.14%	\$14,608.12	\$6,033.00	\$8,575.12	242.14%
54000 Administrative								
54050 Audit/Accounting/Tax Prep	\$0.00	\$160.00	(\$160.00)	0.00%	\$0.00	\$160.00	(\$160.00)	0.00%
54100 Insurance	\$0.00	\$2,960.00	(\$2,960.00)	0.00%	\$0.00	\$2,960.00	(\$2,960.00)	0.00%
54150 Lease Rent	\$8,181.52	\$3,366.00	\$4,815.52	243.06%	\$8,181.52	\$3,366.00	\$4,815.52	243.06%
54200 Legal Fee	(\$4,521.66)	\$46.00	(\$4,567.66)	-9,829.70%	(\$4,521.66)	\$46.00	(\$4,567.66)	-9,829.70%
54350 Management Fees	\$2,585.30	\$2,585.00	\$0.30	100.01%	\$2,585.30	\$2,585.00	\$0.30	100.01%
54400 Miscellaneous	\$102.67	\$92.00	\$10.67	111.60%	\$102.67	\$92.00	\$10.67	111.60%
54450 Office Expense	\$1,174.26	\$818.00	\$356.26	143.55%	\$1,174.26	\$818.00	\$356.26	143.55%
54500 Other Management Fees	\$613.00	\$644.00	(\$31.00)	95.19%	\$613.00	\$644.00	(\$31.00)	95.19%
54700 Taxes - Other	\$272.79	\$153.00	\$119.79	178.29%	\$272.79	\$153.00	\$119.79	178.29%
Total for 54000 Administrative	\$8,407.88	\$10,824.00	(\$2,416.12)	77.68%	\$8,407.88	\$10,824.00	(\$2,416.12)	77.68%
Total Expenses	\$60,063.32	\$56,995.00	\$3,068.32	105.38%	\$60,063.32	\$56,995.00	\$3,068.32	105.38%
Net Operating Income	\$4,198.90	\$541.00	\$3,657.90	776.14%	\$4,198.90	\$541.00	\$3,657.90	776.14%

Non-operating Income	60000 Reserve Receipts	\$0.00	\$6,807.00	100.00%	\$0.00	\$6,807.00	100.00%
	60100 Reserves	\$6,807.00	\$6,807.00	\$0.00	\$6,807.00	\$6,807.00	\$0.00
	60200 Reserve Interest	\$100.37	\$100.37	over	\$100.37	\$100.37	over
	60400 Special Assessment	\$532.08	\$532.08	over	\$532.08	\$532.08	over
Total for 60000 Reserve Receipts		\$7,439.45	\$6,807.00	\$632.45	\$7,439.45	\$6,807.00	\$632.45
Total Non-operating Income		\$7,439.45	\$6,807.00	\$632.45	\$7,439.45	\$6,807.00	\$632.45

Non-operating Expenses	70000 Reserve Disbursements						
	70100 Building	\$6,522.05	\$0.00	\$6,522.05	over	\$6,522.05	over



## Budget vs. Actuals

Cash Basis

Prepared By: ALII OHANA PROPERTY MANAGEMENT, INC.  
1136 Union Mail, Suite 310  
Honolulu, Hawaii 96813

### Village Maluhia: PROPOSED 2015

Account	1/1/2015 to 1/31/2015				1/1/2015 to 1/31/2015			
	Actual	Budget	\$ Over Budget	% of Budget	Actual	Budget	\$ Over Budget	% of Budget
70110 Electrical Lighting	\$0.00	\$2,100.00	(\$2,100.00)	0.00%	\$0.00	\$2,100.00	(\$2,100.00)	0.00%
70118 Fencing/Rails	\$0.00	\$1,125.00	(\$1,125.00)	0.00%	\$0.00	\$1,125.00	(\$1,125.00)	0.00%
70130 Mechanical	\$0.00	\$250.00	(\$250.00)	0.00%	\$0.00	\$250.00	(\$250.00)	0.00%
70140 Painting	\$0.00	\$700.00	(\$700.00)	0.00%	\$0.00	\$700.00	(\$700.00)	0.00%
70145 Parking	\$0.00	\$8,193.67	(\$8,193.67)	0.00%	\$0.00	\$8,193.67	(\$8,193.67)	0.00%
70147 Pool	\$0.00	\$1,833.33	(\$1,833.33)	0.00%	\$0.00	\$1,833.33	(\$1,833.33)	0.00%
70149 Recreation Area	\$0.00	\$183.33	(\$183.33)	0.00%	\$0.00	\$183.33	(\$183.33)	0.00%
70150 Plumbing	\$0.00	\$2,300.00	(\$2,300.00)	0.00%	\$0.00	\$2,300.00	(\$2,300.00)	0.00%
70151 Resident Manager's Unit	\$0.00	\$41.67	(\$41.67)	0.00%	\$0.00	\$41.67	(\$41.67)	0.00%
70155 Roofing	\$0.00	\$7,000.00	(\$7,000.00)	0.00%	\$0.00	\$7,000.00	(\$7,000.00)	0.00%
70210 Landscaping	\$0.00	\$91.25	(\$91.25)	0.00%	\$0.00	\$91.25	(\$91.25)	0.00%
Total for 7000 Reserve Disbursements	\$6,522.05	\$23,818.25	(\$17,296.20)	27.38%	\$6,522.05	\$23,818.25	(\$17,296.20)	27.38%
Total Non-operating Expenses	\$6,522.05	\$23,818.25	(\$17,296.20)	27.38%	\$6,522.05	\$23,818.25	(\$17,296.20)	27.38%
Net Non-operating Income	\$917.40	(\$17,011.25)	\$17,928.65	-5.39%	\$917.40	(\$17,011.25)	\$17,928.65	-5.39%
Net Income	\$5,116.30	(\$16,470.25)	\$21,586.55	-31.06%	\$5,116.30	(\$16,470.25)	\$21,586.55	-31.06%



## Balance Sheet

Cash Basis, As of 1/31/2015

Prepared By: ALII OHANA PROPERTY  
MANAGEMENT, INC.  
1136 Union Mall, Suite 310  
Honolulu, Hawaii 96813

### Village Maluhia

#### Assets

##### Current Asset

15000 Petty Cash	\$100.00
24-10101 HomeStreet Bank (Operating)	\$95,684.27
24-10130 HomeStreet Bank (Lease Rent Account)	\$312.05
24-10420 Finance Factors Alii Savings (Reserves)	\$183,520.28
24-10510 HomeStreet Bank MMkt (Reserves)	\$179,816.07
24-10511 HomeStreet Bank MMkt (Reserves)	\$83,461.69
<b>Total Current Asset</b>	<b>\$542,894.36</b>
<b>Total Assets</b>	<b>\$542,894.36</b>

#### Liabilities & Equity

##### Current Liability

20100 941 Payroll	\$706.21
20200 SWH Payroll	\$155.17
<b>Total Current Liability</b>	<b>\$861.38</b>

##### Equity

Opening Balance Equity	\$407,657.15
Retained Earnings	\$134,375.83
<b>Total Equity</b>	<b>\$542,032.98</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$542,894.36</b>