

MINUTES OF THE ANNUAL MEETING  
OF THE ASSOCIATION OF APARTMENT OWNERS OF  
WAIALAE GARDENS  
MARCH 28, 2016

ROLL CALL

Owners representing 52.80% of the common interest were present, in person or by proxy, thus constituting a quorum.

CALL TO ORDER

President Joe Allen called the 2016 Annual Meeting of the Association of Apartment Owners of Waialae Gardens to order at 6:00 p.m.

NOTICE OF MEETING

A notice of the Annual Meeting was sent to all owners of record on February 12, 2016. A copy of the notice will be made a part of the Annual Meeting file.

INTRODUCTION OF BOARD MEMBERS AND GUESTS

President Allen welcomed the owners to the Annual Meeting and introduced himself and the following people:

Brad Araki, Vice President  
Jean Simon, Secretary  
Kim Patterson, Treasurer  
Donna Kalama, Director  
Evelyn Kam, Director  
Loren Cruzada, Director

Support:

Wyman Chang, Resident Manager  
Reyna Machida, Management Executive, Hawaiiiana Management Company, Ltd.  
Rue Onaga, Recording Secretary and Tally Clerk

PARLIAMENTARY AUTHORITY

There being no objections, Robert's Rules of Order, Newly Revised, was deemed the governing authority of the meeting in any instance not covered by the Association Bylaws or Hawaii Revised Statute 514B.

APPROVAL OF MINUTES OF PRECEDING MEETING

The minutes of the 2015 annual meeting were approved by the Board of Directors and mailed to all owners. There being no objection, the reading of the minutes was waived. There being no objection, the Board is authorized to approve the minutes of this annual meeting.

#### OFFICERS' REPORTS

- A. President's Report. President Allen reported generally on the affairs of the Association.
- B. Treasurer's Report. Treasurer Patterson noted that the Board strives to balance the need to maintain the aging property with a desire to keep maintenance fees to the minimum prudent level.

#### AUDITOR'S REPORT

Daniel Sullivan, CPA, has audited the books for the accounting year ending December 31, 2015. A copy of the audit report was available upon check-in.

#### ELECTION OF DIRECTORS

The Amended By-Laws, Article II, Section 1, provided for a Board of Directors composed of nine persons. There were five vacancies on the Board to be filled. Three Directors will be elected for three years, and two Directors will be elected for one year.

- A. Appointment of Tellers. Marlene Patton, and Charles Crabb volunteered as Tellers certifying any ballot count for this meeting.
- B. Nominations. The Chair called for nominations from the floor. Those individuals nominated were Loren Cruzada, Trisha Pescador, Evelyn Kam, Brad Araki, Steve Takahashi, Ronald Komine, Ellyn Tong, and Linda Hutchinson.

There being no further nominations, the Chair declared the nominations closed.

The meeting recessed at 7:30 p.m. while the ballots were being tallied.

#### NEW BUSINESS

- A. Resolution on Assessments. There being a resolution that must be considered and voted on to allow necessary choices to be made in the filing of the Association's tax returns, the following resolution was read by the Chair

"RESOLVED, by the owners of Waialae Gardens Association of Apartment Owners, that the amount by which members' assessments in 2016 exceed the total expenses of the Association for the purpose of managing, operating, maintaining and replacing the common elements of the Association, shall be applied against subsequent year expenses as provided by IRS Revenue Ruling 70-604."

The owners unanimously adopted the resolution.

- B. Managing Agent. Section 2 of Article IV of the Amended Bylaws specifies that the Board shall annually appoint a Managing Agent subject to prior approval of every such employment contract by a majority of the apartment owners. President Allen noted that the Board has been working closely with Hawaiiana Management Company, Ltd., and is satisfied with their performance, and requested the approval of the owners for their continued employment. The owners unanimously approved the contract and continued employment.
- C. Auditor. Section 8 of Article III of the Amended Bylaws specifies that the Board shall appoint an auditor. The Board's selection of Dan Sullivan as the auditor was approved by unanimous consent for the year ending 2016.
- D. Election Results. The Chair resumed the meeting at 7:38 p.m. The chair read the results of the election, as follows:
- |                  |          |         |
|------------------|----------|---------|
| Loren Cruzada    | 38.4212% | 3 Years |
| Trisha Pescador  | 37.6356% | 3 Years |
| Evelyn Kam       | 34.8070% | 3 Years |
| Brad Araki       | 34.8070% | 1 Year  |
| Steve Takahashi  | 32.1356% | 1 Year  |
| Ronald Komine    | 7.62140% |         |
| Ellyn Tong       | 7.46420% |         |
| Linda Hutchinson | .55000%  |         |
- E. Board Dinner. President Allen noted that the Association has traditionally authorized a dinner for the Board to show appreciation for the uncompensated work done throughout the year. The members unanimously approved the dinner by voice vote.

#### ADJOURNMENT

At 7:45 p.m., there being no further business, the meeting was adjourned by the Chair.

An owners' forum followed the meeting

Submitted by:

Approved by:

Rue Onaga  
Recording Secretary

Jean Simon  
Secretary

**WAIALAE GARDENS  
BOARD OF DIRECTORS MEETING MINUTES  
June 27, 2016  
5: 30 P.M., Wesley United Methodist Conference Room**

**CALL TO ORDER**

There being a quorum present, the meeting was called to order at 5:30 P.M. by President Joe Allen.

**ESTABLISHMENT OF A QUORUM**

Members Present: President Joe Allen, Treasurer Kim Patterson, Secretary Jean Simon, Directors Loren Cruzada, Trisha Pescador, Donna Kalama and Director Steve Takahashi

Excused Members: Vice President Brad Araki and Directors Evelyn Kam

Present by Invitation: Resident Manager (RM) Wyman Chang and Hawaiiiana Management Representative (ME) Reyna Machida

Owners Present: (4140-4) Marlene Patton

**OWNER'S FORUM**

None

**MINUTES**

Secretary Simon to approve the Minutes of the April 25, 2016 regular Board Meeting, as corrected. The motion passed with no objections.

**PRESIDENT'S REPORT**

No Report

**TREASURER'S REPORT**

A. Financial Reports – The Financial Statement for May 2016 was filed, subject to audit.



## **RESIDENT MANAGER'S REPORT:**

Written report is on file with the Association's records.

- A. Structural Engineer/Geotechnical Engineer/Utility Toning – RM Chang provided a verbal status.
- B. Painting – RM Chang provided a verbal status.
- C. Bulky Item Area – Pending proposals.
- D. Roofing – RM Chang provided a verbal status.
- E. Elevator Inspection – Completed, awaiting permit from the State.
- F. Parking Lot Leak – 2 bids received, RM awaiting additional bid from Security Plumbing.
- G. Storage Room Doors – Commercial Shelving has ordered the doors. Awaiting arrival to schedule.
- H. HECO Meter Box – Pending proposals from SEI & AC Electric
- I. Walkway Crack – Repairs have been completed.
- J. Mailbox Renovation – It was the consensus of the Board to move the mailbox away from the building and placing it along the walkway. This will include an outgoing mailbox and 2 large parcel boxes. The RM will continue efforts to obtain bids.
- K. Newsletter – Pending additional articles.

## **UNFINISHED BUSINESS**

- A. Paint Colors – The Board unanimously approved Scheme 7 with the following changes:  
Change white odors to Avenue Tan. Doors to match fascia and trim (Avenue Tan).

Secretary Jean moved and Director Loren Cruzada seconded an amendment to the previous motion to have the Cinder Block and Trellis (of Scheme 7) to be color matched with Basset Hall Green (CW-40). President Allen, Treasurer Patterson, Secretary Simon, Director Cruzada and Takahashi approved and Director Pescador abstained. The motion was passed.

- B. Roofing Change Order – The Board unanimously authorized payment for the Tropical Roofing change order for Buildings # 4964 for \$3,546.86 and for building #4140 for \$3279.27.
- C. Permitting – Update provided in RM report.
- D. Parking Lot Leak – Deferred pending 1 additional proposal.
- E. Mailbox Renovation – Update provided in RM report.

### **NEW BUSINESS**

- A. Fence Installation Application – Apartment 94 requested approval to install a vinyl fence instead of wood. The request was unanimously approved by the Board.
- B. Request for Supplies – RM Chang requested a \$200 allowance for the maintenance and grounds employees for the purchase of non-skid waterproof Redwing work boots. Secretary Simon moved and Treasurer Patterson seconded a motion to provide a \$200 allowance for the purchase of work boots for employees: Oscar Hong, Lance Boado, Arkelang Robert and Diago Hazzard. All were in favor, the motion passed.

### **EXECUTIVE SESSION**

Hearing no objections, President Allen adjourned to Executive Session at 7:00 P.M. to discuss (contractual) legal matters. They came out of Executive Session at 7:13pm

### **NEXT MEETING**

The next regular Board meeting is scheduled for Monday, July 25, 2016, 5:30pm at Wesley United Methodist Church.

### **ADJOURNMENT**

Hearing no objections, Vice -President Araki adjourned the meeting at 7:13 P.M.

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Respectfully Submitted by:

Reyna Machida, Management Executive

Hawaiiana Management Company

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Approved By:

Jean Simon, Secretary

**WAIALAE GARDENS**  
**BOARD OF DIRECTORS MEETING MINUTES**

**August 24, 2016**

**5: 30 P.M., Hawaiiana Management Conference Room**

**CALL TO ORDER**

There being a quorum present, the meeting was called to order at 5:36 P.M. by President Allen.

**ESTABLISHMENT OF A QUORUM**

Members Present: President Joe Allen, Vice President Brad Araki, Treasurer Kim Patterson, Secretary Jean Simon, Directors Loren Cruzada, Evelyn Kam, Trisha Pescador and Steve Takahashi

Excused Members: Director Donna Kalama

Present by Invitation: Resident Manager (RM) Wyman Chang and Hawaiiana Management Representative (ME) Reyna Machida

**OWNER'S FORUM**

None

**MINUTES**

The Board unanimously approved the Minutes of the July 25, 2016 regular Board Meeting, as corrected.

**PRESIDENT'S REPORT**

No Report

**TREASURER'S REPORT**

A. Financial Reports – The Financial Statement for June 2016 was filed, subject to audit.

**RESIDENT MANAGER'S REPORT:**

Written report is on file with the Association's records.

A. Structural Engineer/Geotechnical Engineer/Utility Toning – Diversified is currently working on the mapping and toning for the plumbing blueprints.

- B. Painting – Painting of the Low Rise is completed and RM Chang will conduct a final walk-thru.
- C. Bulky Item Area – Pending proposals.
- D. Elevator Inspection – Completed, permit was received.
- E. Parking Lot Leak –The Engineer said that there is no need to drill a hole if there is no plumbing under the surface. RM Chang will ask the engineer to provide his opinion in writing.
- F. Storage Room Doors – Commercial Shelving delivered the doors damaged. They will order new doors, there is a 6-8 week back order on shipment.
- G. Plumbing Repairs – Broken sewer drain located beneath 4950-2 & 3. Repairs will take several days to complete. The residents will need to relocate while drain is exposed. RM Chang is obtaining cost proposals.
- H. HECO Meter Box – RM Chang is waiting on HECO.
- I. Mailbox Renovation –RM Chang met with 4 vendors and is awaiting proposals.
- J. Parking Relining & Numbering – RM Chang met with 2 companies, 1 proposal obtained.
- K. Roof Leak (1430-3) A leak was found coming from the bathroom ceiling. Tropical Roofing was called and they resealed the vent stopping the leak.
- L. WJE Update (4140-4) Owner requested that cracks be inspected by an Engineer. Engineer met with owner but the cracks were not evident due to the recent rain.
- M. Annual Roof Cleaning – Roof cleaning is complete.

### **UNFINISHED BUSINESS**

- A. Paint Colors – Director Takahashi moved and Secretary Simon seconded the approval of Scheme #8. President Allen and Director Cruzada were in favor, Secretary Kam opposed and Vice President Araki, Treasurer Patterson and Director Pescador abstained. The motion did not pass. It was the consensus of the Board to delay the Painting Project at this time.
- B. Spalling – The Board unanimously approved EKO Painting's Progress Bill 7 in the amount of \$11,567.53, Progress Bill 8 in the amount of \$30,230.00 and Progress Bill 9 in the amount of \$14,289.31 and Progress Bill 10 in the amount of \$18,142.00.

## **NEW BUSINESS**

- A. Valve Repair– The letter from Unit 1458-3 was reviewed by the Board. It was the consensus of the Board that the valve repair which only serves Unit1458-3 is the owner's responsibility.
- B. Restriping Parking Lot – The Board reviewed a proposal from Pacific Striping. RM Chang will continue to obtain additional bids.
- C. RM Unit – The Board unanimously approved the purchase and replacement of an air conditioning unit for the Resident Manager's apartment.

## **EXECUTIVE SESSION**

Hearing no objections, President Allen adjourned to Executive Session at 6:50 P.M. to discuss (contractual) legal matters. The Board came out of Executive Session at 7:15 pm

## **NEXT MEETING**

The next regular Board meeting is scheduled for Monday, September 19, 2016, 5:30pm at Hawaiiana Management Co., Ltd. Conference Room C.

## **ADJOURNMENT**

Hearing no objections, President Allen adjourned the meeting at 7:20 P.M.

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Respectfully Submitted by:

Reyna Machida, Management Executive

Hawaiiana Management Company

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Approved By:

Jean Simon, Secretary

**WAIALAE GARDENS**  
**BOARD OF DIRECTORS MEETING MINUTES**

**October 5, 2016**

**5: 30 P.M., Hawaiiana Management Conference Room**

**CALL TO ORDER**

There being a quorum present, the meeting was called to order at 5:33 P.M. by President Allen.

**ESTABLISHMENT OF A QUORUM**

Members Present: President Joe Allen, Vice President Brad Araki, Treasurer Kim Patterson, Secretary Jean Simon, Director Loren Cruzada & Director Donna Kalama

Excused Members: Evelyn Kam, Trisha Pescador and Steve Takahashi

Present by Invitation: Resident Manager (RM) Wyman Chang and Hawaiiana Management Representative (ME) Reyna Machida

**OWNER'S FORUM**

None

**MINUTES**

The Board unanimously approved the Minutes of the August 24, 2016 regular Board Meeting.

**PRESIDENT'S REPORT**

No Report

**TREASURER'S REPORT**

- A. Financial Reports – The Financial Statement for July & August 2016 were filed, subject to audit.

**RESIDENT MANAGER'S REPORT:**

Written report is on file with the Association's records.

- A. Structural Engineer/Geotechnical Engineer/Utility Toning – Diversified has several more weeks to complete the mapping and toning of the plumbing.

- B. Painting – Painting of the Low Rise is completed.
- C. Bulky Item Area – Pending proposals.
- D. Elevator Inspection – Completed, permit was received.
- E. Parking Lot Leak –Duane Lee from WJE needs to assess the seepage and do their own investigation at a cost if we want a written report. He said there should be no cause for worry as long as there are no plumbing utilities in the seepage area.
- F. Storage Room Doors – Commercial Shelving will be replacing the damaged slats and hood on the shutter door.
- G. Plumbing Repairs – Diversified Plumbing repaired a leak in the managers unit and in Unit #69 repaired a toilet valve and replaced the PRV.
- H. HECO Meter Box – RM Chang is waiting for cost proposals for replacement. Proposals will include installation of common meters in strategic locations so that power outlets can be installed for future use.
- I. Mailbox Renovation –RM Chang is awaiting additional proposals. This shall include the removal of the additional stall.
- J. Parking Relining & Numbering – RM Chang met with 2 companies, 1 proposal obtained.
- K. Roof Leak (4138-1) Unit #66 reported moisture on ceiling of bedroom. Tropical Roofing covered the area above the leak but recommended that this building should be scheduled next for roof replacement.

### **UNFINISHED BUSINESS**

- A. Restriping Parking Lot – Pending additional proposals to include removal of the additional stall.
- B. Bulky Item Wall – This item is deferred indefinitely.

### **NEW BUSINESS**

- A. Bicycle Storage Request (1448-4) - The request was denied.
- B. Shoe Rack Request (4140-1) – The request was denied.



C. Termite Damage Inquiry (Unit 25) – RM Chang will schedule an inspection, this item should be under warranty.

D. 2017 Budget Review – The Board unanimously approved the 2017 Budget with an increase of \$30.00.

### **EXECUTIVE SESSION**

Hearing no objections, President Allen adjourned to Executive Session at 7:15 P.M. to discuss (contractual) legal matters. The Board came out of Executive Session at 7:32 pm

### **NEXT MEETING**

The next regular Board meeting is scheduled for Wednesday, November 2, 2016, 5:30pm at Hawaiiana Management Co., Ltd. Conference Room C.

### **ADJOURNMENT**

Hearing no objections, President Allen adjourned the meeting at 7:20 P.M.

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Respectfully Submitted by:

Reyna Machida, Management Executive

Hawaiiana Management Company

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Approved By:

Jean Simon, Secretary



70- 54250

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDS SECTION

BOOK 7251 PAGE 214  
1970 OCT 27 AM 9:56

RECORDATION REQUESTED BY:

**BISHOP ESTATE**

AFTER RECORDATION, RETURN TO:

**BISHOP ESTATE, P.O. Box 3466**  
**Honolulu, Hawaii 96801**  
RETURN BY: MAIL ( ) PICKUP (X)

*[Signature]*  
CLERK

DECLARATION OF HORIZONTAL PROPERTY REGIME OF

WAIALAE GARDENS

WHEREAS, the Trustees of the Estate of Bernice Pauahi Bishop, herein called the "TRUSTEES", own in fee simple certain real property described as follows:

ALL of those parcels of land situate at Waialae-nui, City and County of Honolulu, State of Hawaii, described as follows:

LOTS 1, 2, 3, 4 and 5, Block E. of WAIALAE-NUI VALLEY SUBDIVISION, as shown on the Map thereof filed in the Bureau of Conveyances as File Plan 720, containing an area of 445,009 square feet.

SUBJECT, HOWEVER, to the following easements:

a) Easement E-2 in favor of Hawaiian Electric Company, Inc., dated August 16, 1960, recorded in Liber 4046, Page 158.

b) Easement W-1, 10 feet wide, in favor of the Board of Water Supply dated May 24, 1963, recorded in Liber 4581, Page 33.

AND WHEREAS, FINANCE INVESTMENT COMPANY, LIMITED, herein called the "LESSEE", is the holder of Bishop Estate Lease No. 14,463 dated November 1, 1964, recorded in said Bureau of Conveyances in Liber 4971 at page 296, and certain improvements have been constructed on said land hereinafter described in accordance with plans incorporated herein by reference and recorded in said Bureau as Condominium File Plan No. 178;

AND WHEREAS, PRIME CORP., a Hawaii corporation, sole General Partner of Prime Garden Venture, a registered Hawaii limited partnership and AMFAC FINANCIAL CORP., a Hawaii corporation, doing business as Tropic Gardens III, a joint venturer, herein called "JOINT VENTURE", is purchaser of said Bishop Estate Lease No. 14,803 pursuant to an Agreement of Sale between Lessee and Joint Venture dated March 27, 1969, and recorded in said Bureau of Conveyances in Liber 6478, Page 1.

NOW, THEREFORE, in order to create a condominium project consisting of said land and improvements (herein called the "Project") and to be known as "Waialae Gardens" the Trustees, Lessee and Joint Venture hereby submit said property to the Horizontal Property Regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, and in furtherance thereof make the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declare and agree that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupies and improved subject to said declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of 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, executors, administrators and assigns;

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

1. Apartments. One Hundred Thirty Two (132) freehold estates are hereby designated in the spaces within the perimeter walls, floors and

ceilings of each of the 132 apartment units of the project contained in thirty-two (32) buildings, constructed principally of reinforced-concrete slabs, concrete hollow-tile and wood-frame walls and shake roofs and designated as Buildings A to Z inclusive, and A1 to F1 inclusive, which spaces (herein called the "apartments") are designated on said plans and described as follows:

(a) Thirty Two (32) three-bedroom apartments, each containing a total of seven rooms and gross floor area of approximately 1,010 square feet in one story, are located one at either end in each of fourteen Type A buildings and two Type D buildings and numbered as follows: Nos. 25 and 28 in Building G; Nos. 29 and 32 in Building H; Nos. 33 and 36 in Building I; Nos. 37 and 42 in Building J; Nos. 43 and 46 in Building K; Nos. 63 and 66 in Building P; Nos. 75 and 78 in Building S; Nos. 87 and 90 in Building V; Nos. 91 and 94 in Building W; Nos. 95 and 98 in Building X; Nos. 99 and 102 in Building Y; Nos. 103 and 106 in Building Z; Nos. 107 and 110 in Building A1; Nos. 111 and 116 in Building B1; Nos. 121 and 124 in Building D1; and Nos. 129 and 132 in Building F1. One Hundred (100) two-bedroom apartments, each containing a total of six rooms and gross floor area of approximately 1,035 square feet in two stories, are located two in the center section of each of fourteen Type A buildings, four in each of sixteen Type C buildings, and four in the center section of each of two Type D buildings and numbered as follows: Nos. 1, 2, 3 and 4 in Building A; Nos. 5, 6, 7 and 8 in Building B; Nos. 9, 10, 11 and 12 in Building C; Nos. 13, 14, 15 and 16 in Building D; Nos. 17, 18, 19 and 20 in Building E; Nos. 21, 22,

23 and 24 in Building F; Nos. 26 and 27 in Building G; Nos. 30 and 31 in Building H; Nos. 34 and 35 in Building I; Nos. 38, 39, 40 and 41 in Building J; Nos. 44 and 45 in Building K; Nos. 47, 48, 49 and 50 in Building L; Nos. 51, 52, 53 and 54 in Building M; Nos. 55, 56, 57 and 58 in Building N; Nos. 59, 60, 61 and 62 in Building O; Nos. 64 and 65 in Building P; Nos. 67, 68, 69 and 70 in Building Q; Nos. 71, 72, 73 and 74 in Building R; Nos. 76 and 77 in Building S; Nos. 79, 80, 81 and 82 in Building T; Nos. 83, 84, 85 and 86 in Building U; Nos. 88 and 89 in Building V; Nos. 92 and 93 in Building W; Nos. 96 and 97 in Building X; Nos. 100 and 101 in Building Y; Nos. 104 and 105 in Building Z; Nos. 108 and 109 in Building A1; Nos. 112, 113, 114 and 115 in Building B1; Nos. 117, 118, 119 and 120 in Building C1; Nos. 122 and 123 in Building D1; Nos. 125, 126, 127 and 128 in Building E1; and Nos. 130 and 131 in Building F1.

(b) Each apartment has immediate access to the front and rear entries appurtenant to such apartment and walkways connecting to the street entrances and parking areas of the project.

(c) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, the inner

decorated or finished surfaces of all walls, floors and ceilings, and all fixtures installed therein including refrigerator, built-in range-oven, water heater, garbage disposer, dishwasher, washer-dryer and room air conditioner.

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

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases and entries of said buildings;
- (c) All yards, grounds, landscaping, mail boxes, refuse facilities, walkways and swimming pool;
- (d) All parking areas and driveways;
- (e) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, water, sewer, telephone and television antenna.

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

- (a) One hundred eighty-two (182) automobile parking spaces designated on said Condominium File Plan by numbers 1 through 182, inclusive, shall be appurtenant to the respective apartments with which the same are conveyed upon the initial conveyance by lease or deed; each apartment shall always have at least one parking space appurtenant to it but otherwise any automobile parking space easement may be transferred from apartment to apartment in the project but shall always be appurtenant to one of the apartments in the project.

(b) The front and rear entries of each apartment including refuse container, and the patio slab adjoining each three-bedroom apartment, shall be appurtenant to and for the exclusive use of such apartment;

(c) All other common elements of the project which are rationally related to less than all of said apartments or buildings shall be limited to the use of such apartments or buildings.

B. COMMON INTEREST. Each apartment shall have appurtenant thereto an equal undivided 1/132 (.75+%) interest in all common elements of the project, herein called the "common interest", and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting.

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

1. Each apartment shall have appurtenant thereto 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.

2. If any part of the common elements encroaches upon any apartment or limited common element, 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.



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

D. ALTERATION AND TRANSFER OF INTERESTS. The common interest appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

E. USE. The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to the limitations, restrictions, covenants and conditions contained in this Declaration, the By-Laws of the Association of Apartment Owners, the House Rules, and the Apartment Lease.

F. ADMINISTRATION OF PROJECT. Administration of the

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

1. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the project or any part thereof.
2. Keep all common elements of the project except limited common elements adjacent to any apartments in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the project or the use thereof.
3. Well and substantially repair, maintain, amend and keep all common elements of the project, including without limitation the buildings thereof, with all necessary repairs 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 con-

dition 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.

4. Before commencing or permitting construction of any improvement on the project, obtain and deposit with the Trustees a bond or certificate thereof naming as obligees the Trustees and collectively all other apartment owners as their interests may appear, in a penal sum not less than one-half of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of such construction free and clear of all mechanics' and material-men's liens.

5. Observe any setback lines affecting the project as shown on the map herein mentioned in the description thereof, and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the project and the setback line along such boundary.

6. Not erect or place on the project any building or structure including fences, walls, clotheslines, radio or television antennae, nor make additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Trustees, first approved in writing by the Trustees and also approved by a majority of

apartment owners ( or such larger percentage as required by law or this Declaration) including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof.

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

G. MANAGING AGENT. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the by-laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. The initial Managing Agent shall be FINANCE INVESTMENT COMPANY, LTD., whose principal place of business and post office address is 195 South King Street, Honolulu, Hawaii.

H. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation the operation thereof, any maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, any labor, services, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon, and any premiums for hazard and liability insurance herein required with respect to the project, shall constitute common expenses of the project for which all apartment owners shall be severally liable in proportion to their respective common

interests. The Board of Directors of the Association (herein called the "Board") shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment which may be foreclosed by the Board or Managing Agent as provided by said Horizontal Property Act, provided that 30 days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to the Trustees and all other persons having any interest in such apartment as shown in the Association's record of ownership.

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the project, shall be bound by and comply strictly with the provisions of this Declaration, the by-laws of the Association and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association or, in a proper case, by any aggrieved apartment owner.

J. INSURANCE. The Board on behalf of the Association at its common expense shall at all times keep all buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, in the name of

the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Trustees true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the 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. 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 common elements of the project in a responsible insurance company with minimum limits of not less than \$100,000.00 for injury to one person and \$500,000.00 for injury to more than one person in any one accident or occurrence and \$20,000.00 for property damage, and from time to time upon receipt thereof deposit promptly with the Trustees current certificates of such insurance, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

K. 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, all compensation and damages for or on account of any land shall be payable to and be the sole property of the Trustees, 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, and unless such restoration or replacement is undertaken within a reasonable time after such condemnation the Association at its common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade.

L. UNINSURED CASUALTY. In case at any time or times any improvements of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be rebuilt, repaired or restored if twenty-five percent (25%) of the apartment owners affirmatively vote for such 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.

Unless such restoration is undertaken within a reasonable time after such casualty 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.

M. ALTERATION OF PROJECT. 1) Restoration or replacement of the project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said condominium file plan 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 vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Trustees and Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record such amendment in said Bureau together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer.

2) Notwithstanding anything to the contrary in this Declaration otherwise provided, Joint Venture shall have the right at their sole option to require alteration of the project at any time up to but not later than December 31, 1975, by creating up to 50 additional apartments and common elements in accordance with complete plans and specifications therefor prepared by a licensed architect first approved in writing by the Trustees which approval shall not be unreasonably withheld. No plans and specifications shall be approved that require the alteration or demolition of any existing apartments or any buildings constituting part of the common elements. Upon approval



of the plans and specifications by the Trustees, the Trustees (without joinder or consent of persons then owning or leasing the apartments described herein) shall amend the Declaration to (a) create the additional apartments as shown on said plans and specifications, (b) decrease the common interests appurtenant to each apartment so that each apartment under the Declaration, as amended, has appurtenant to it an equal percentage interest in the common elements and an equal proportionate share in all common profits and expenses of the project and for all other purposes, including voting, (c) add, delete, realign and grant utility easements over, under and on the common elements, and (d) if provided in said plans and specifications, re-arrange or add additional parking spaces on the common elements which may be additional limited common elements appurtenant to apartments. Upon recording of such Amendment to the Declaration and after obtaining and depositing with the Trustees a bond or certificate thereof naming as obligees the Trustees and collectively all other apartment owners as their interests may appear, in a penal sum of not less than 100% of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of construction free and clear of all mechanics' and materialmen's liens, Joint Venture, their employees, agents, contractors and subcontractors shall have the right to enter upon the project and the common elements thereof and to do all things reasonably necessary for or useful to constructing and completing the additional apartments and common elements, all according to the plans and specifications or amended plans and specifications approved in writing by the Trustees, and to connect the additional apartments and common elements to utilities of the project.

Each and every conveyance, lease and mortgage or other lien given for or on any apartment created by this Declaration and all common interests and other appurtenances thereto shall be subject to the provisions of this subparagraph 2) even though not expressly mentioned in the conveyance or other instrument.

In the event of such an amendment to the Declaration, each owner of an added apartment shall be required to pay to the Association upon the initial occupation thereof an amount equal to the average existing apartment's share of funds on deposit with the Association for operation of the project including the Maintenance Reserve Fund; it being understood that if any leases of such added apartments are issued by the Trustees to the Lessee or Joint Venture, said amount shall be payable only upon completion and occupancy of the apartment or the assignment of the lease thereof or the transfer of the right to possession thereof, whichever is sooner.

N. MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the apartment owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements, \_\_\_\_\_

and other expenses of administration of the project, which shall be deemed conclusively to be a common expense of the project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or reduced in the discretion of the Board. The proportionate interest of each apartment owner in said Fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the horizontal property regime hereby created shall be terminated or waived, said Fund remaining after full payment of all common expenses of the association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

O. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Horizontal Property Act this Declaration may be amended by vote of seventy-five percent (75%) of the apartment owners effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association; provided, however, that the Trustees reserve the right to amend this Declaration without the consent or joinder of persons then owning or leasing the apartments described herein or in any amendment hereof pursuant to paragraph M hereof by filing an amendment to this Declaration pursuant to the provisions of Section 514-13, Hawaii Revised Statutes, after completion of the

buildings described herein or in an amendment hereof pursuant to paragraph M hereof 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.

P. DEFINITIONS. The term "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 interests.

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IN WITNESS WHEREOF, the Trustees and Lessee and Joint Venture have executed these presents this 16 day of September, 1970.

FINANCE INVESTMENT COMPANY, LIMITED

By T. Zentou S. C. Law  
Its Vice President

By [Signature]  
Its Assistant Treasurer

Lessee

Form Approved  
Fom. M-100 Chy & Subpages  
By [Signature]

[Signature]  
[Signature]  
[Signature]  
Trustees of the Estate of Bernice Pauahi Bishop.

Trustees

PRIME CORP., sole general partner of Prime Garden Venture

By [Signature]  
Its President

APPROVED AS TO FORM,  
CONTENTS & AUTHORIZATION  
[Signature]  
LEGAL DEPARTMENT

AMFAC FINANCIAL CORP.

By [Signature]  
Its Vice-President

By [Signature]  
Its Assistant Secretary

Joint Venture

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

On this 21st day of October, 1970, before me personally appeared Hung Wo Ching,

H. K. Keppeler and Richard Lyman, Jr.,

Trustees of the Estate of Bernice Pauahi Bishop, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed.

[Signature]  
Notary Public, First Judicial  
Circuit, State of Hawaii  
My commission expires: MAY 19 1971

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

On this 22nd day of September, 1970, before me appeared MERTON S. C. LAU and ALVIN M. H. LEE, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Treasurer, respectively of FINANCE INVESTMENT COMPANY, LIMITED, a Hawaii corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said MERTON S. C. LAU and ALVIN M. H. LEE acknowledged said instrument to be the free act and deed of said corporation.

James G. Agadon  
Notary Public, First Judicial  
Circuit, State of Hawaii.  
My commission expires: 2-28-74

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

On this 16th day of September, 1970, before me appeared Ronald C. G. Look and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that ~~they are~~ <sup>he is</sup> the President and \_\_\_\_\_, respectively, of PRIME CORP., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Ronald C. G. Look and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Dorinda E. Furukida  
Notary Public, First Judicial  
Circuit, State of Hawaii  
My commission expires: September 24, 1973

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

On this 16<sup>th</sup> day of September, 1970, before me appeared PETER S. SMITH and INEZ AOKI, to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Assistant Secretary, respectively, of AMFAC FINANCIAL CORP., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors. and the said PETER S. SMITH and INEZ AOKI acknowledged said instrument to be the free act and deed of said corporation.

Norman E. Jenkins  
Notary Public, First Judicial  
Circuit, State of Hawaii  
My commission expires: September 24, 1973

BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
WAIALAE GARDENS

The following by-laws shall apply to the condominium project known as "Waialae Gardens" (herein called the "Project") situate at Waialae-nui, Honolulu, City and County of Honolulu, State of Hawaii, as described in and created by Declaration of Horizontal Property Regime (herein called the "Declaration") to be recorded in the Hawai'i Bureau of Conveyances 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  
MEMBERSHIP

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

EXHIBIT A



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

Section 3. Annual Meetings. The first annual meeting of the Association shall be held as soon as practicable after recording of the Declaration and these by-laws upon the call of at least ten percent (10%) of the apartment owners. Thereafter the annual meetings of the Association shall be held within three months after the end of each accounting year.

Section 4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by at least twenty-five 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 five days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his apartment in the project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner

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

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum, and the acts of a majority of the apartment owners at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein. The term "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (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. 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 such place and time 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) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons, each of whom shall be the sole owner or co-owner of record of an apartment. If a corporation is an apartment owner, any officer of such corporation shall be eligible to serve as director so long as he remains an officer of such corporation. The directors shall serve without compensation.

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

apartment owners.

Section 3. Election and 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 three years and until their respective successors have been elected, subject to removal as herein provided, except that at the first annual meeting one-third of the directors shall be elected for one year, one-third for two years and one-third for three 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 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, personally or by mail, telephone or telegraph, at least one day prior to the date of such meeting.

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

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

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

Section 11. Fidelity Bonds. The Board of Directors shall require that all 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. 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 shall appoint annually a public accountant firm as auditor, who shall not be an officer of the Association nor own any interest in any apartment, to audit the books and financial records of the Association as required by law or directed additionally by the Board of Directors.

## ARTICLE VI

### ADMINISTRATION

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

- (a) Supervision of its immediate management and operation;
- (b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements;
- (d) Provision at each apartment of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment or as a common expenses as determined by the Board;

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

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

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

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

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

(j) Notification of all persons having any interest in any apartment according to the Association's record of ownership of delinquency exceeding 60 days in the payment of any assessment against such apartments.

Section 2. Managing Agent. The Board of Directors shall annually employ a responsible Hawaii corporation as Managing Agent to manage and control the project subject at all times to direction by the Board,

with all the administrative functions set forth specifically in the preceding Section 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. The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or more than one apartment, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits, and proceedings, without prejudice to the rights of any apartment 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 thereunder payable to their lessors.

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.

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, 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 residential purposes, and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any trade or business whatsoever.

(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 and all limited common elements appurtenant and adjacent thereto 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, hallway, planting area or lanai appurtenant to his apartment 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 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.

(j) No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that one dog or one cat or a pair of small birds, but no combination of any of these, may be kept by occupants subject to the following conditions: (1) they are confined to their respective apartments; (2) they shall not be kept, bred or used therein for any commercial purpose; and (3) they shall not be allowed on any common elements

except in transit when carried or, in the case of a dog, on leash, provided that the occupant shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any such pet or pets in the project. Pet owners shall be responsible for promptly cleaning up any waste or mess created by their pet or pets on any common elements of the project. Any 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 the Managing Agent.

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

(l) 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.

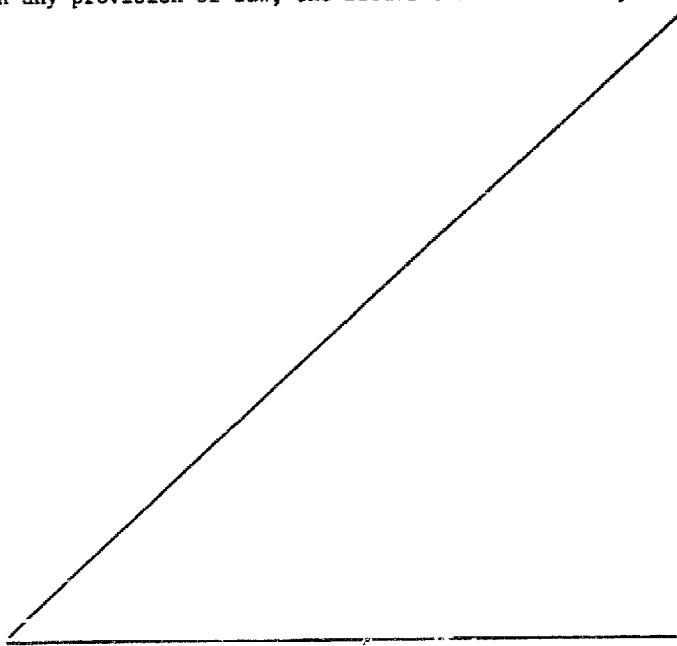
(m) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of any building of the project or protruding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

(n) No apartment owner or occupant shall erect, place or maintain any television or other antennas on the project visible from any part outside of said 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. Record of Ownership. Every apartment owner shall promptly cause to be duly recorded in said Bureau of Conveyances the deed, lease, assignment or other conveyance to him of such apartment or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors through the Managing Agent, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 7. Mortgages. Any apartment owner who mortgages his apartment or any interest therein shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any apartment or interest therein shall report to such person the amount of any assessments against such apartment then due and unpaid.

ARTICLE VI

MISCELLANEOUS

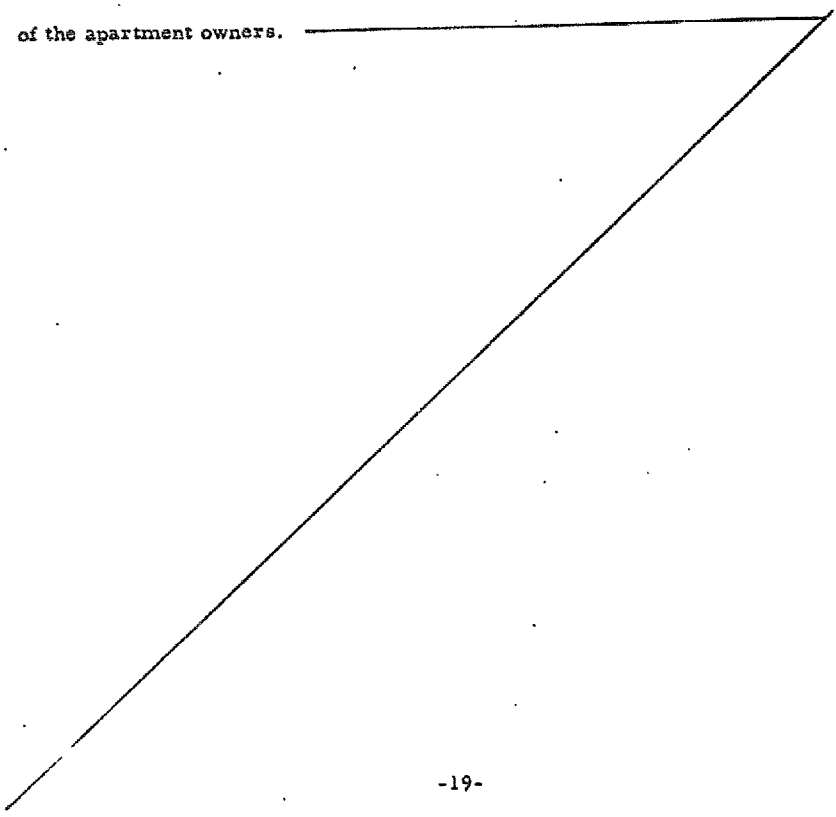
Section 1. Amendment. These by-laws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of seventy-five percent (75%) of the apartment owners at any meeting of the Association duly called for such purpose, effective only upon the recording of an amendment to the Declaration setting forth such amendment of these by-laws.

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

Section 3. Subordination. These by-laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Horizontal Property Act (Chapter 514 Hawaii Revised Statutes) which shall control in case of any conflict. All terms herein

(except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Horizontal-Property Act.

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



CERTIFICATE OF ADOPTION

The undersigned owners and lessee of all apartments of the project hereby adopt the foregoing as the by-laws of the Association of Apartment Owners of WAIALAE GARDENS this 16 day of Sept., 1970.

FINANCE INVESTMENT COMPANY, LIMITED

By Walter S. C. Lee  
Its Vice President

By John M. Lee  
Its Assistant Treasurer

Lessee

Form Approved:  
Fang, Minda, Choy & Robinson  
By Paul M. Bishop

Walter S. C. Lee  
John M. Lee  
Paul M. Bishop  
Trustees of the Estate of Bernice Pauahi Bishop.

PRIME CORP., sole general partner of Prime Garden Venture

By Donald S. Cook  
Its President

APPROVED AS TO FORM,  
CONTENTS & AUTHORIZATION  
Donald S. Cook  
LEGAL DEPARTMENT

AMFAC FINANCIAL CORP.

By Paul M. Bishop  
Its Vice-President

Joint Venture

STATE OF HAWAII )

) ss.

CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_,

\_\_\_\_\_ and \_\_\_\_\_,

Trustees of the Estate of Bernice Pauahi Bishop, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed.

Notary Public, First Judicial  
Circuit, State of Hawaii  
My commission expires:



R-1127 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
SEP 16, 2005 08:02 AM  
Doc No(s) 2005-186921



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 1/1 Z6

LAND COURT SYSTEM

REGULAR SYSTEM

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

*skano*  
MILTON M. MOTOOKA  
RANDALL K. SING  
MOTOOKA YAMAMOTO & REVERE  
1000 Bishop Street, Suite 801  
Honolulu, Hawaii 96813  
Tel. No. 532-7900

Waialae Gardens

No. of Pages: 4

FIRST AMENDMENT TO THE RESTATED DECLARATION OF  
CONDOMINIUM PROPERTY REGIME OF WAIALAE GARDENS

WHEREAS, the Declaration of Horizontal Property Regime of Waialae Gardens dated September 16, 1970 was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 7251 at Page 214 ("Declaration"), along with Condominium File Plan No. 178; and

WHEREAS, the Declaration, as amended, was restated by instrument recorded on May 13, 1991 in the aforesaid Bureau as Document as No. 91-060747 ("Restated Declaration"); and

WHEREAS, the Declaration, as amended and restated, provides for the organization of the Association of Apartment Owners of Waialae Gardens; and

WHEREAS, the Declaration and Section 514A-11(11), Hawaii Revised Statutes, as amended, provide that the Declaration may be amended by the vote or written consent of the owners of seventy-five percent (75%) of the apartment owners; and

WHEREAS, by written ballot, more than seventy-five percent (75%) of all apartment owners of the project gave their written consent to amend the Restated Declaration as indicated below;

NOW THEREFORE, the Restated Declaration is hereby amended as hereinafter set forth.

1. Section A, Paragraph 2 of the Restated Declaration is amended to add a new subparagraph (h) to read as follows:

(h) A resident manager's apartment and office.

2. Section M of the Restated Declaration is amended to add a new subparagraph 3) to read as follows:

3) Notwithstanding any other provision herein or in the By-Laws to the contrary, a resident manager's apartment and office may be added to the common elements and shall not be deemed to: (a) jeopardize the soundness or safety of the Project; (b) reduce the value thereof; (c) impair any easement or hereditament; (d) detract from the appearance of the Project; (e) interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of the Project; or (f) directly affect any nonconsenting owner. In addition, the addition of a resident manager's apartment and office to the common elements shall not be deemed different in any material respect from the Condominium File Plan and may be undertaken without the approval of all the apartment owners and all lienholders affecting any of the apartments.

3. Sheet A-5a shall be added to Condominium File Plan No. 178 filed in the Bureau of Conveyances of the State of Hawaii, to show the addition of a resident manager's apartment and office to the common elements of the Project.

In all other respects, the Restated Declaration, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to it and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by the written consent of more than seventy-five percent (75%) of the members of the Association.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23 day of May, 2005.

ASSOCIATION OF APARTMENT OWNERS  
OF WAIALAE GARDENS

By James Primm  
Print name: James Primm  
Its President

By Karen Pack  
Print name: Karen Pack  
Its Karen Pack Asst. Secretary

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

On this 23 day of May, 2005, before me appeared James Primm, to be personally known, who being by me duly sworn, did say he is the President, of the Board of Directors of the Association of Apartment Owners of Waialae Gardens, 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.

Bruce A. Howe  
Notary Public, State of Hawaii

Printed name: Bruce Howe

My commission expires: 3-6-2006

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

On this 23 day of May, 2005, before me appeared Karen Pack, to be personally known, who being by me duly sworn, did say she is the Asst Secretary, of the Board of Directors of the Association of Apartment Owners of Waialae Gardens, 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.

Bruce A. Howe  
Notary Public, State of Hawaii

Printed name: Bruce Howe

My commission expires: 3-6-2006





R-516

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

AUG 04, 2008

08:02 AM

Doc No(s) 2008-123979

/s/ NICKI ANN THOMPSON  
ACTING REGISTRAR

20 1/1 Z12

LAND COURT SYSTEM

REGULAR SYSTEM

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

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

Waialae Gardens  
Condominium File Plan No. 178

No. of Pages: 5

**SECOND AMENDMENT TO THE RESTATED DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF WAIALAE GARDENS**

WHEREAS, the Declaration of Horizontal Property Regime of Waialae Gardens dated September 16, 1970 was recorded in the Bureau of Conveyances of the State of Hawaii in Liber 7251 at Page 214 ("Declaration") along with Condominium File Plan No. 178 ("Condominium Map"); and

WHEREAS, the Declaration, as amended, was restated by instrument recorded on May 13, 1991 in the aforesaid Bureau as Document No. 91-060747 ("Restated Declaration"); and

WHEREAS, the Restated Declaration was further amended by instrument recorded September 16, 2005 in the aforesaid Bureau as Document No. 2005-186921; and

WHEREAS, the Restated Declaration provides for the organization of the Association of Apartment Owners of Waialae Gardens; and

WHEREAS, Section 514B-23, Hawaii Revised Statutes, provides that the Declaration, By-Laws, Condominium Map and other constituent documents of the Project may be amended to achieve any result permitted by Chapter 514B, Hawaii Revised Statutes, by the vote or written consent of a majority of the owners; and

WHEREAS, by written ballot, more than a majority of all apartment owners voted in favor of amending the Restated Declaration as indicated below;

NOW, THEREFORE, the Restated Declaration is hereby amended as follows:

1. A new Section Q is added to the Restated Declaration to read in its entirety as follows:

Q. GOVERNING LAW. Notwithstanding anything to the contrary in the Project's Declaration, By-Laws, House Rules, and Condominium Map:

1. The Project shall be governed by the provisions of Chapter 514B, as amended;

2. Any apartment deed and the Project's Declaration, By-Laws, House Rules, and Condominium Map shall be liberally construed to facilitate the operation of the Project under the law (HRS Section 514B-10);

3. The Board of Directors shall be permitted to restate the Declaration and By-Laws of the Association to include any amendments and to conform to Chapter 514B, or any other statute, ordinance, or rule enacted by any governmental authority (HRS Section 514B-109);

4. Amendments to the Declaration, including but not limited to amendments relating to the alteration of the Project, shall require the approval by vote or written consent of the owners of at least 67% of the common interest [HRS Section 514B-32(11)];

5. Amendments to the By-Laws, including but not limited to amendments relating to the alteration of the Project, shall require the approval by vote or written consent of at least 67% of all owners [HRS Section 514B-108(e)];

6. Approval requirements of 75% for alterations to the common elements shall be reduced to 67% (HRS Section 514B-140);

7. Approval requirements for leases or uses of the common elements shall be governed by HRS Section 514B-38;

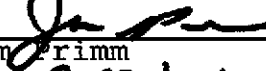
8. Punitive damages may not be awarded except as provided in HRS Section 514B-10.

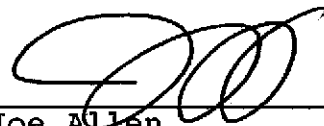
IN ALL OTHER RESPECTS, the Restated Declaration, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to it and their respective and permitted assigns.

AND the undersigned officers of the Association hereby certify that the foregoing amendment to the Restated Declaration was adopted by the written consent of more than a majority of the apartment owners of Waialae Gardens.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 28th day of July, 2008.

ASSOCIATION OF APARTMENT OWNERS  
OF WAIALAE GARDENS

By   
Jim Grimm  
Its President

By   
Joe Allen  
Its Treasurer

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

On this 29 day of July, 2008, before me appeared Jim Primm, who, being by me duly sworn, did say that he is the President of the Board of Directors of the Association of Apartment Owners of Waialae Gardens, 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.

Bruce A. Howe  
Notary Public, State of Hawaii

Printed Name: Bruce Howe

My commission expires: 3-6-2010

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description:

2nd Amendment to Restated Declaration Doc. Date: 7-28-08

No. of Pages: 5 Jurisdiction: Honolulu Circuit

(in which notarial act is performed)

Bruce A. Howe  
Signature of Notary Date of Certificate

(Official Stamp or Seal)

Printed Name of Notary

Bruce Howe

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

On this 28 day of July, 2008, before me appeared Joe Allen, who, being by me duly sworn, did say that he is the Treasurer of the Board of Directors of the Association of Apartment Owners of Waialae Gardens, 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.

Bruce Hume  
Notary Public, State of Hawaii

Printed Name: Bruce Hume

My commission expires: 3-6-2010

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description:

2nd Amendment to Restated Declaration Doc. Date: 7-28-08

No. of Pages: 5 Jurisdiction: Honolulu Circuit

(in which notarial act is performed)

Bruce Hume  
Signature of Notary Date of Certificate

(Official Stamp or Seal)

Bruce Hume  
Printed Name of Notary

10  
91-060747

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

'91 MAY 18 AM 10 07

S. FURUKAWA, REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

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

RICHARD H. THOMASON, ESQ.

DINMAN, NAKAMURA,

ELISHA & NAKATANI

707 Richards Street, Suite PH-1

Honolulu, Hawaii 96813

Telephone: (808) 523-7021

(DO NOT WRITE IN THIS SPACE)

RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME OF

WAIALAE GARDENS

WHEREAS, the Trustees of the Estate of Bernice Pauahi Bishop, herein called the "TRUSTEES", as owners in fee simple of that certain real property described in the Declaration of Horizontal Property Regime, dated September 16, 1970, recorded at the Bureau of Conveyances of the State of Hawaii in Liber 7251 at Page 214 (hereinafter referred to as the "Declaration"), and FINANCE INVESTMENT COMPANY, LIMITED, herein called the "LESSEE", as holder of Bishop Estate Lease No. 14,463, dated November 1, 1964, recorded as aforesaid in Liber 4971 at page 296, and PRIME CORP., a Hawaii corporation, sole General Partner of Prime Garden Venture, a registered Hawaii limited partnership and AMFAC FINANCIAL CORP., a Hawaii corporation, doing business as Tropic Gardens III, a joint venturer, herein called "JOINT VENTURE", as purchaser of said Bishop Estate Lease No. 14,463 pursuant to an Agreement of Sale between Lessee and Joint Venture dated March 27, 1969, and recorded in said Bureau of Conveyances in Liber 6478, Page 1, submitted said property to the Horizontal Property Regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes), and made certain declarations as to divisions, limitations, restrictions, covenants and conditions, and declared and agreed that said property was to be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations constitute covenants running with the land and are binding on and for the benefit of the parties thereto, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns; and

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the Board of Directors of Waialae Gardens established by the By-Laws of the Association of Apartment Owners of Waialae Gardens, hereinafter called the "By-Laws", which were attached to the Declaration as Exhibit "A" and incorporated therein by reference, to restate the Declaration to include therein any amendments thereto, and to conform the provisions thereof to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on November 15, 1990, said Board of Directors resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein;

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

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

1. Apartments. 182 freehold estates are designated in the spaces (herein called "Apartments") within the floors, ceilings and perimeter walls or adjacent lanais (whenever applicable) of each of the 182 apartments of the project. Said apartments are within either the "First Increment", (consisting of 132 apartments) or the "Second Increment", (consisting of 50 apartments).

(a) First Increment: The first increment consists of One Hundred Thirty Two (132) apartments contained in 32 buildings constructed principally of reinforced concrete slabs, concrete hollow-tile and wood-frame walls and shake roofs. Said buildings are designated as Buildings A to Z inclusive, and A1 to F1 inclusive on Condominium File Plan No. 178 filed at the Bureau of Conveyances of Hawaii. Said apartments are designated on said Condominium File Plan No. 178 and described as follows:

(1) Thirty Two (32) three-bedroom apartments, each containing a total of seven rooms and gross floor area of approximately 1,010 square feet in one story, are located one at either end in each of fourteen Type A buildings and two Type D buildings and numbered as follows: Nos. 25 and 28 in Building G; Nos. 29 and 32 in Building H; Nos. 33 and 36 in Building I; Nos. 37 and 42 in Building J; Nos. 43 and 46 in Building K; Nos. 63 and 66 in Building P; Nos. 75 and 78 in Building S; Nos. 87 and 90 in Building V; Nos. 91 and 94 in Building W; Nos. 95 and 98 in Building X; Nos. 99 and 102 in Building Y; Nos. 103 and 106 in Building Z; Nos. 107 and 110 in Building A1; Nos. 111 and 116 in Building B1; Nos. 121 and 124 in Building D1; and Nos. 129 and 132 in Building F1.

(2) One Hundred (100) two-bedroom apartments, each containing a total of six rooms and gross floor area of approximately 1,035 square feet in two stories, are located two in the center section of each of fourteen Type A buildings, four in each of sixteen Type C buildings, and four in the center section of each of two Type D buildings and numbered as follows: Nos. 1, 2, 3 and 4 in Building A; Nos. 5, 6, 7 and 8 in Building B; Nos. 9, 10, 11 and 12 in Building C; Nos. 13, 14, 15 and 16 in Building D; Nos. 17, 18, 19 and 20 in Building E; Nos. 21, 22, 23 and 24 in Building F; Nos. 26 and 27 in Building G; Nos. 30 and 31 in Building H; Nos. 34 and 35 in Building I; Nos. 38, 39, 40 and 41 in Building J; Nos. 44 and 45 in Building K; Nos. 47, 48, 49 and 50 in Building L; Nos. 51, 52, 53 and 54 in Building M; Nos. 55,

56, 57 and 58 in Building N; Nos. 59, 60, 61 and 62 in Building O; Nos. 64 and 65 in Building P; Nos. 67, 68, 69 and 70 in Building Q; Nos. 71, 72, 73 and 74 in Building R; Nos. 76 and 77 in Building S; Nos. 79, 80, 81 and 82 in Building T; Nos. 83, 84, 85 and 86 in Building U; Nos. 88 and 89 in Building V; Nos. 92 and 93 in Building W; Nos. 96 and 97 in Building X; Nos. 100 and 101 in Building Y; Nos. 104 and 105 in Building Z; Nos. 108 and 109 in Building A1; Nos. 112, 113, 114 and 115 in Building B1; Nos. 117, 118, 119 and 120 in Building C1; Nos. 122 and 123 in Building D1; Nos. 125, 126, 127 and 128 in Building E1; and Nos. 130 and 131 in Building F1.

(3) Each apartment in the first increment has immediate access to the front and rear entries appurtenant to such apartment and walkways connecting to the street entrances and parking areas of the project.

(b) Second Increment. The second increment consists of fifty (50) apartments contained in a building constructed principally of reinforced concrete floor and roof slabs, concrete beams and columns, and hollow-tile walls. Said building, shown on the Amendment to Condominium File Plan No. 178 prepared by James K. Tsugawa, architect, filed herein, consists of two wings designated as "Wing A" and "Wing B". Wing A contains four apartment floors designated as "Third", "Fourth", "Fifth" and "Sixth" apartment floors. Wing B contains five apartment floors designated as "Second", "Third", "Fourth", "Fifth" and "Sixth" apartment floors, and a basement.

(1) There are six apartments on the Second apartment floor and eleven apartments on each of the other apartment floors. Each apartment floor is designated by the number of its apartment floor followed by the numbers 01, 02, 03, 04, 05 and so on. Thus on the Second apartment floor, apartments are designated as 201, 202, 203, 204, 205 and 206; and on the Third apartment floor, the apartments are designated as 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311. The Second apartment floor consists of six Type "B" apartments. Each of the other apartment floors (Third to Sixth inclusive) are similar to each other and contain ten Type "B" apartments and one Type "A" apartment.

(2) The composition of the two types of apartments are as follows:

Type A: Seven rooms and one lanai. Rooms include one bedroom, one living room, one walk-in closet, one kitchen-dining room combination, one dressing room, one utility room and one bathroom. The total floor area, including lanai, is approximately 774 square feet. The net liveable area (which is defined as the total floor area minus the lanai area) is approximately 624 square feet. The following apartments are of this type: 311, 411, 511 and 611.

Type B: Seven rooms and one lanai. Rooms include one bedroom, one living room, one walk-in closet, one kitchen-dining room combination, one dressing room, one utility room and one bathroom. The total floor area, including lanai, is approximately 712 square feet, and the net liveable area as defined above is approximately 624 square feet. The following apartments are of this type: Apartments 201, 202, 203, 204, 205 and 206; Apartments No. 301 to 310 inclusive; Apartments No. 401 to 410 inclusive; Apartments No. 501 to 510 inclusive; and Apartments No. 601 to 610 inclusive.



(3) Each apartment in the second increment has access to a public balcony, corridor, stairway and elevator connecting to the street entrances and parking areas of the project.

(c) The apartments in both the first and second increments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, interior load-bearing walls or party walls, the floors and ceilings surrounding each apartment or any pipes, shafts, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include the adjacent lanai (if any), all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein including refrigerator, built-in range-oven, water heater, garbage disposer, and washer-dryer.<sup>1</sup>

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

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, corridors, lobbies, storage rooms of said buildings;
- (c) All yards, grounds, landscaping, mail boxes, refuse facilities, walkways and swimming pool;
- (d) All parking areas, ramps and driveways;
- (e) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, water, sewer, telephone and television antenna.
- (f) The electric elevator, machine room, area way and appurtenant equipment;
- (g) Electric room, electric transformer vault and appurtenant equipment.<sup>2</sup>

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

(a) Two Hundred Thirty Two (232) automobile parking spaces designated on said Amendment to Condominium Map No 178 by Nos. 1 through 182 inclusive and 210 through 259 inclusive. Each space shall be appurtenant to the respective apartments with which the same are conveyed upon the initial conveyance by lease or deed. Each apartment shall always have at least one parking space appurtenant to it. Except as provided herein, any parking space may be transferred from apartment to apartment in the project but shall always be appurtenant to one of the apartments in the project.

(b) The front and rear entries of each apartment within the first increment, including refuse container, and the

patio slab adjoining each three-bedroom apartment, shall be appurtenant to and for the exclusive use of such apartment;

(c) Fifty (52) storage rooms designated on the Amendment to Condominium Map 178 by Nos. 701 to 752, inclusive.<sup>4</sup> Each room shall be appurtenant to an apartment in the second increment of the project, which shall be as set forth in the Apartment Lease.

(d) All other common elements of the project which are rationally related to less than all of said apartments or buildings.<sup>5</sup>

B. COMMON INTEREST. Each apartment shall have appurtenant thereto an equal undivided 1/182 (.549%) interest in all common elements of the project, herein called the "common interest", and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting.

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

1. Each apartment shall have appurtenant thereto 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.

2. If any part of the common elements encroaches upon any apartment or limited common element, 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.

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

D. ALTERATION AND TRANSFER OF INTERESTS. The common interest appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment, even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

E. USE. The apartments shall be occupied and used only for residential purposes and for no other purpose.<sup>7</sup> The apartments

shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to the limitations, restrictions, covenants and conditions contained in this Declaration, the By-Laws of the Association of Apartment Owners, the House Rules, and the Apartment lease.

F. ADMINISTRATION OF PROJECT. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association," consisting of all apartment owners of the project in accordance with the By-Laws of the Association. 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 Condominium Property Act, this Declaration and the By-Laws, and specifically but without limitation the Association shall:

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

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

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

4. Before commencing or permitting construction of any improvement on the project, obtain and deposit with the Trustees a bond or certificate thereof naming as obligees the Trustees and collectively all other apartment owners as their interests may appear, in a penal sum not less than one-half of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens; provided, however, that any owner or resident commencing construction of any such improvement as permitted by the Declaration or the By-Laws shall be solely responsible for obtaining and depositing the required bond or certificate, as aforesaid, at the sole expense of such owner or resident.<sup>8</sup>

5. Observe any setback lines affecting the project as shown on the map herein mentioned in the description thereof, and

not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the project and the setback line along such boundary.

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

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

8. Notwithstanding anything to the contrary contained in this Declaration, the By-Laws, or the House Rules, handicapped persons shall: (1) be permitted to make reasonable modifications to their Apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and/or enjoy their Apartments or the common elements, as the case may be; and (2) be allowed reasonable exemptions from this Declaration, the By-Laws, and the House Rules, when necessary, to enable them to use and enjoy their Apartments and/or the common elements, provided that any handicapped person desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity, and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof.

G. MANAGING AGENT. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Condominium Property Act. The initial Managing Agent shall be FINANCE INVESTMENT COMPANY, LTD., whose principal place of business and post office address is 195 South King Street, Honolulu, Hawaii.

H. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation the operation thereof, any maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, any labor, services, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon, and any premiums for hazard and liability insurance herein required with respect to the project, shall constitute common expenses of the project for which all apartment owners shall be severally liable in proportion to their respective common interests. The Board of Directors of the Association (herein called the "Board") shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against

such apartment which may be foreclosed by the Board or Managing Agent as provided by said Condominium Property Act, provided that 30 days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to the Trustees and all other persons having any interest in such apartment as shown in the Association's record of ownership.

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, their tenants, servants and guests, and any other persons who may in any manner use the project, shall be bound by and comply strictly with the provisions of this Declaration, the By-Laws of the Association and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association or, in a proper case, by any aggrieved apartment owners.<sup>10</sup>

J. INSURANCE. The Board on behalf of the Association at its common expense shall at all times keep all buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, in the name of the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof, cause to be deposited promptly with the Trustee true copies of such insurance policies or current certificates thereof without prejudice to the right of each apartment owner to insure his apartment for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the 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. 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 common elements of the project in a responsible insurance company with minimum limits of not less than \$100,000.00 for injury to one person and \$500,000.00 for injury to more than one person in any one accident or occurrence and \$20,000.00 for property damage, and from time to time upon receipt thereof deposit promptly with the Trustees current certificates of such insurance, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

K. 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, all compensation and damages for or on account of any land shall be payable to and be the sole property of the Trustees, 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, and unless such restoration or replacement is undertaken within a reasonable time after such condemnation the Association at its common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade.

L. UNINSURED CASUALTY. In case at any time or times any improvements of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against such improvements shall be rebuilt, repaired or restored if twenty-five percent (25%) of the apartment owners affirmatively vote for such 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 apartment so damaged or destroyed. Unless such restoration is undertaken within a reasonable time after such casualty 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.

M. ALTERATION OF PROJECT. 1) Restoration or replacement of the project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said condominium file plan 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 vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Trustees and Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record such amendment in said Bureau together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer.

2) Notwithstanding anything to the contrary in this Declaration otherwise provided, Joint Venture shall have the right at their sole option to require alteration of the project at any time up to but not later than December 31, 1975, by creating up to 50 additional apartments and common elements in accordance with complete plans and specifications therefor prepared by a licensed architect first approved in writing by the Trustees which approval shall not be unreasonably withheld. No plans and specifications shall be approved that require the alteration or demolition of any existing apartments or any buildings constituting part of the common elements. Upon approval of the plans and specifications by the Trustees, the Trustees (without joinder or consent of persons then owning or leasing the apartments described herein) shall amend the Declaration to (a) create the additional apartments as shown on said plans and specifications, (b) decrease the common interests appurtenant to each apartment so that each apartment under the Declaration, as amended, has appurtenant to it an equal percentage interest in the common elements and an equal proportionate share in all common profits and expenses of the project and for all other purposes, including voting, (c) add, delete, realign and grant utility easements over, under and on the common elements, and (d) if provided in said plans and specifications, re-arrange or add additional parking spaces on the common elements which may be

additional limited common elements appurtenant to apartments. Upon recording of such Amendment to the Declaration and after obtaining and depositing with the Trustees a bond or certificate thereof naming as obligees the Trustees and collectively all other apartment owners as their interests may appear, in a penal sum of not less than 100% of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of construction free and clear of all mechanics' and materialmen's liens, Joint Venture their employees, agents, contractors and subcontractors shall have the right to enter upon the project and the common elements thereof and to do all things reasonably necessary for or useful to constructing and completing the additional apartments and common elements, all according to the plans and specifications or amended plans and specifications approved in writing by the Trustees, and to connect the additional apartments and common elements to utilities of the project.

Each and every conveyance, lease and mortgage or other lien given for or on any apartment created by this Declaration and all common interests and other appurtenances thereto shall be subject to the provisions of this subparagraph 2) even though not expressly mentioned in the conveyance or other instrument.

In the event of such an amendment to the Declaration, each owner of an added apartment shall be required to pay to the Association upon the initial occupation thereof an amount equal to the average existing apartment's share of funds on deposit with the Association for operation of the project including the Maintenance Reserve Fund; it being understood that if any leases of such added apartments are issued by the Trustees to the Lessee or Joint Venture, said amount shall be payable only upon completion and occupancy of the apartment or the assignment of the lease thereof or the transfer of the right to possession thereof, whichever is sooner.

N. MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the apartment owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements, and other expenses of administration of the project, which shall be deemed conclusively to be a common expense of the project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or reduced in the discretion of the Board. The proportionate interest of each apartment owner in said Fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the condominium property regime hereby created is terminated or waived, said Fund remaining after full payment of all common expenses of the association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

O. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Condominium Property Act this Declaration may be amended by vote or written consent of seventy-five percent (75%) of the apartment owners effective only upon the recording of an instrument setting forth such amendment and vote or written consent duly executed by such owners or by the proper officers of the Association; provided, however, that the Trustees reserve the right to amend this Declaration without the consent or

joinder of persons then owning or leasing the apartments described herein or in any amendment hereof pursuant to paragraph M hereof 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 or in an amendment hereof pursuant to paragraph M hereof 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.<sup>11</sup>

P. **DEFINITIONS.** The term "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 interests.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of April, 1991.

**ASSOCIATION OF APARTMENT OWNERS  
OF WAIALAE GARDENS**

By: [Signature]  
Print G Scott McCormack  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Print \_\_\_\_\_  
Name: Mary Jane Swanson  
Its: Mary Jane Swanson  
Secretary

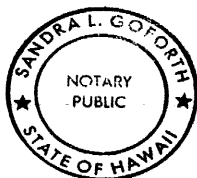


STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

} SS:

On this 3rd day of April, 1991, before me appeared G SCOTT MATHERNAK to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of the Board of Directors of the Association of Apartment Owners of Waialae Gardens; 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.



Sandra L. Goforth  
Notary Public, State of Hawaii

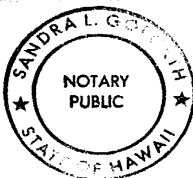
My Commission Expires: 2/8/92

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

} SS:

On this 4th day of April, 1991, before me appeared MARY JANE SWENSON 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 Waialae Gardens; 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.



Sandra L. Goforth  
Notary Public, State of Hawaii

My Commission Expires: 2/8/92

#### ENDNOTES

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

1. To integrate the June 3, 1971 Amendment to the Declaration recorded at the Bureau of Conveyances of the State of Hawaii in Liber 7582, Page 348.
2. To integrate the June 3, 1971 Amendment recorded as aforesaid in Liber 7582, Page 348.
3. To integrate the June 3, 1971 Amendment recorded as aforesaid in Liber 7582, Page 348.
4. To integrate the September 16, 1971 amendment recorded as aforesaid in Liber 8760, Page 117.
5. To integrate the June 3, 1971 Amendment recorded as aforesaid in Liber 7582, Page 348.
6. To integrate the June 3, 1971 Amendment recorded as aforesaid in Liber 7582, Page 348.
7. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601, et seq.).
8. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
9. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
10. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
11. To conform to Section 514A-11(11), Hawaii Revised Statutes.

RECORDATION REQUESTED BY:

B. P. BISHOP ESTATE

P. O. Box 3466  
Honolulu, Hawaii 96801

AFTER RECORDATION, RETURN TO:

B. P. BISHOP ESTATE

P. O. Box 3466  
Honolulu, Hawaii 96801

RETURN BY: MAIL ( ) PICKUP (X)

LIBER 7582 PAGE 348  
1971 JUN -3 PM 2:04

AMENDMENT TO DECLARATION OF  
HORIZONTAL PROPERTY REGIME  
OF WAIALAE GARDENS

WHEREAS, the Trustees of the Estate of Bernice Pauahi Bishop, herein called the "Trustees", are the owners in fee simple of the real property described in Exhibit "A" attached hereto; and

WHEREAS, a Horizontal Property Regime was established on said property pursuant to the Declaration of Horizontal Property Regime of Waiialae Gardens, dated September 16, 1970 and filed at the Bureau of Conveyances in Honolulu in Liber 7251, Page 214; and

WHEREAS, pursuant to paragraph M(2) of said Declaration entitled "Alteration of Project", Prime Corp., a Hawaii corporation, sole General Partner of Prime Garden Venture, a registered Hawaii limited partnership, and Amfac Financial Corp., a Hawaii corporation, doing business as Tropic Gardens III, a joint venturer, herein called "Joint Venture", have the right to require alteration of the project by (a) creating 50 additional apartments, (b) decreasing the common interest appurtenant to apartments of said project, (c) adding, deleting, realigning and creating utility

easements over, under and on the common elements thereof, and (d) creating additional parking spaces on said common elements; and

WHEREAS, the Trustees have approved the plans and specifications therefor, and the Joint Venture and Trustees have agreed to amend said Declaration;

NOW THEREFORE, pursuant to said paragraph M(2), the Trustees and Joint Venture do hereby amend the aforesaid Declaration of Horizontal Property Regime of Waialae Gardens in the following manner:

I. That Easement "E-2" in favor of Hawaiian Electric Co. Inc., dated August 16, 1960 and recorded at said Bureau in Liber 4046, Page 158, described on page 1 of the Declaration by deleted and the easement described on Exhibit "B" attached hereto be substituted in lieu thereof.

II. That paragraph A(1) entitled "Apartments" of said Declaration be deleted and the following paragraph bearing the same number and title be and the same is hereby substituted in lieu thereof:

"1. Apartments. 182 freehold estates are hereby designated in the spaces (herein called "Apartments") within the floors, ceilings and perimeter walls or adjacent lanais (whenever applicable) of each of the 182 apartments of the project. Said apartments are within either the "First Increment", (consisting of 132 apartments) or the "Second Increment", (consisting of 50 apartments).

(a) First Increment. The first increment consists of One Hundred Thirty Two (132) apartments contained in 32 buildings constructed principally of reinforced concrete slabs, concrete hollow-tile and wood-frame walls and shake roofs. Said buildings are designated as Buildings A to Z inclusive, and A1 to F1 inclusive on Condominium File Plan No. 178 filed at the Bureau of Conveyances of Hawaii. Said apartments are designated on said Condominium File Plan No. 178 and described as follows:

(1) Thirty Two (32) three-bedroom apartments, each containing a total of seven rooms and gross floor area of approximately 1,010 square feet in one story, are located one at either end in each of fourteen Type A buildings and two Type D buildings and numbered as follows: Nos. 25 and 28 in Building G; Nos. 29 and 32 in Building H; Nos. 33 and 36 in Building I; Nos. 37 and 42 in Building J; Nos. 45 and 46 in Building K; Nos. 63 and 66 in Building P; Nos. 75 and 78 in Building S; Nos. 87 and 90 in Building V; Nos. 91 and 94 in Building W; Nos. 95 and 98 in Building X; Nos. 99 and 102 in Building Y; Nos. 103 and 106 in Building Z; Nos. 107 and 110 in Building A1; Nos. 111 and 116 in Building B1; Nos. 121 and 124 in Building D1; and Nos. 129 and 132 in Building F1.

(2) One Hundred (100) two-bedroom apartments, each containing a total of six rooms

and gross floor area of approximately 1,035 square feet in two stories, are located two in the center section of each of fourteen Type A buildings, four in each of sixteen Type C buildings, and four in the center section of each of two Type D buildings and numbered as follows: Nos. 1, 2, 3 and 4 in Building A; Nos. 5, 6, 7 and 8 in Building B; Nos. 9, 10, 11 and 12 in Building C; Nos. 13, 14, 15 and 16 in Building D; Nos. 17, 18, 19 and 20 in Building E; Nos. 21, 22, 23 and 24 in Building F; Nos. 26 and 27 in Building G; Nos. 30 and 31 in Building H; Nos. 34 and 35 in Building I; Nos. 38, 39, 40 and 41 in Building J; Nos. 44 and 45 in Building K; Nos. 47, 48, 49 and 50 in Building L; Nos. 51, 52, 53 and 54 in Building M; Nos. 55, 56, 57 and 58 in Building N; Nos. 59, 60, 61 and 62 in Building O; Nos. 64 and 65 in Building P; Nos. 67, 68, 69 and 70 in Building Q; Nos. 71, 72, 73 and 74 in Building R; Nos. 76 and 77 in Building S; Nos. 79, 80, 81 and 82 in Building T; Nos. 83, 84, 85 and 86 in Building U; Nos. 88 and 89 in Building V; Nos. 92 and 93 in Building W; Nos. 96 and 97 in Building X; Nos. 100 and 101 in Building Y; Nos. 104 and 105 in Building Z; Nos. 108 and 109 in Building A1; Nos. 112, 113, 114 and 115 in Building B1; Nos. 117, 118, 119 and 120 in Building C1; Nos. 122 and 123 in Building D1; Nos. 125, 126, 127 and 128 in Building E1; and Nos. 130 and 131 in Building F1.

(3) Each apartment in the first increment has immediate access to the front and rear entries appurtenant to such apartment and walkways connecting to the street entrances and parking areas of the project.

(b) Second Increment. The second increment consists of fifty (50) apartments contained in a building constructed principally of reinforced concrete floor and roof slabs, concrete beams and columns, and hollow-tile walls. Said building, shown on the Amendment to Condominium File Plan No. 178 prepared by James K. Tsugawa, architect, filed herein, consists of two wings designated as "Wing A" and "Wing B". Wing A contains four apartment floors designated as "Third", "Fourth", "Fifth" and "Sixth" apartment floors. Wing B contains five apartment floors designated as "Second", "Third", "Fourth", "Fifth" and "Sixth" apartment floors, and a basement.

(1) There are six apartments on the Second apartment floor and eleven apartments on each of the other apartment floors. Each apartment floor is designated by the number of its apartment floor followed by the numbers 01, 02, 03, 04, 05 and so on. Thus on the Second apartment floor, apartments are designated as 201, 202, 203, 204, 205 and 206; and on the Third apartment floor, the apartments are designated as 301, 302, 303, 304, 305, 306, 307, 308, 309, 310 and 311. The Second apartment floor consists of six

Type "B" apartments. Each of the other apartment floors (Third to Sixth inclusive) are similar to each other and contain ten Type "B" apartments and one Type "A" apartment.

(2) The composition of the two types of apartments are as follows:

Type A: Seven rooms and one lanai. Rooms include one bedroom, one living room, one walk-in closet, one kitchen-dining room combination, one dressing room, one utility room and one bathroom. The total floor area, including lanai, is approximately 774 square feet. The net liveable area (which is defined as the total floor area minus the lanai area) is approximately 624 square feet. The following apartments are of this type: 311, 411, 511 and 611.

Type B: Seven rooms and one lanai. Rooms include one bedroom, one living room, one walk-in closet, one kitchen-dining room combination, one dressing room, one utility room and one bathroom. The total floor area, including lanai, is approximately 712 square feet, and the net liveable area as defined above is approximately 624 square feet. The following apartments are of this type: Apartments 201, 202, 203, 204, 205 and 206; Apartments No. 301 to 310 inclusive; Apartments No. 401 to 410 inclusive; Apartments No. 501 to 510 inclusive; and Apartments No. 601 to 610 inclusive.



(3) Each apartment in the second increment has access to a public balcony, corridor, stairway and elevator connecting to the street entrances and parking areas of the project.

(c) The apartments in both the first and second increments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, interior load-bearing or party walls, the floors and ceilings surrounding each apartment or any pipes, shafts, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include the adjacent lanai (if any), all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein including refrigerator, built-in range-oven, water heater, garbage disposer, and washer-dryer."

III. That paragraph A(2), entitled "Common Elements", be deleted and the following paragraph bearing the same number and title be and the same is hereby substituted in lieu thereof:

"2. Common Elements. One freehold estate is hereby designated in all remaining portions of the

project, herein called the "common elements", including specifically but not limited to:

(a) Said land in fee simple;

(b) All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, corridors, lobbies, storage rooms of said buildings;

(c) All yards, grounds, landscaping, mail boxes, refuse facilities, walkways and swimming pool;

(d) All parking areas, ramps and driveways;

(e) All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, water, sewer, telephone and television antenna;

(f) The electric elevator, machine room, area way and appurtenant equipment;

(g) Electric room, electric transformer vault and appurtenant equipment."

IV. That paragraph A(3) entitled "Limited Common Elements" be deleted and the following paragraph bearing the same number and title be and the same is hereby substituted in lieu thereof:

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

elements so designated and set aside are as follows:

(a) Two Hundred Thirty Two (232) automobile parking spaces designated on said Amendment to Condominium Map No. 178 by Nos. 1 through 182 inclusive and 210 through 259 inclusive. Each space shall be appurtenant to the respective apartments with which the same are conveyed upon the initial conveyance by lease or deed. Each apartment shall always have at least one parking space appurtenant to it. Except as provided herein, any parking space may be transferred from apartment to apartment in the project but shall always be appurtenant to one of the apartments in the project.

(b) The front and rear entries of each apartment within the first increment, including refuse container, and the patio slab adjoining each three-bedroom apartment, shall be appurtenant to and for the exclusive use of such apartment.

(c) Fifty (50) storage rooms designated on the Amendment to Condominium Map 178 by Nos. 701 to 750 inclusive. Each room shall be appurtenant to an apartment in the second increment of the project, which shall be as set forth in the Apartment Lease.

(d) All other common elements of the project which are rationally related to less than all of said apartments or buildings."

V. That paragraph B entitled "Common Interest" be deleted and the following paragraph bearing the same

number and title be and the same is hereby substituted in lieu thereof:

"B. Common Interest. Each apartment shall have appurtenant thereto an equal undivided 1/182 (.549%) interest in all common elements of the project, herein called the "common interest", and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting."

VI. That paragraph M(2) be and the same is hereby deleted.

IN WITNESS WHEREOF, the Trustee and Joint Venture have executed these presents on this 29<sup>th</sup> day of April, 1971.

APPROVED AS TO FORM,  
CONTENT & AUTHORIZATION  
*Wm. J. Kelly*  
LEGAL DEPARTMENT

*Frank E. Miskoff*

*Hungwa Ching*

*Arthur Richards*

Trustees of the Estate of  
Bernice Pauahi Bishop, Deceased

Trustee

PRIME CORP., Sole General Partner  
of Prime Garden Venture

By

*Donald L. Cook*  
Its President

AMFAC FINANCIAL CORP.

By

*[Signature]*  
Its ~~President~~ President

By

*[Signature]*  
Its Assistant Secretary

Joint Venture

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

On this 12th day of May, 1971,  
 before me personally appeared Frank E. Nickless,

Hung Wo Ching and Atherton Richards,  
 three of the Trustees of the Estate of Berice Pauahi Bishop,  
 deceased, to me known to be the persons described in and who  
 executed the foregoing instrument and severally acknowledged  
 that they executed the same as their free act and deed as  
 such Trustees.

ELYSA BLACK  
 Notary Public, First Judicial Circuit  
 State of Hawaii  
 My Commission expires March 31, 1972

Elysa Black  
 Notary Public, First Judicial  
 Circuit, State of Hawaii

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

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

On this 29th day of April, 1971,  
 before me appeared DONALD C. G. LOOK, to me personally  
 known, who, being by me duly sworn, did say that he is  
 the President of PRIME CORP., a Hawaii corporation, and  
 that the seal affixed to the foregoing instrument is  
 the corporate seal of said corporation, and that said  
 instrument was signed and sealed on behalf of said cor-  
 poration by authority of its Board of Directors and the  
 said DONALD C. G. LOOK acknowledged said instrument to  
 be the free act and deed of said corporation.

Donald C. Look  
 Notary Public, First Judicial  
 Circuit, State of Hawaii

My commission expires: APRIL 21, 1972

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

On this 29<sup>th</sup> day of April, 1971,  
 before me appeared PETER S. SMITH and

INEZ AOKI, to me personally known,  
 who, being by me duly sworn, did say that they are the  
~~President~~ and ~~Assistant Secretary~~, respec-  
 tively, of AMFAC FINANCIAL CORP., a Hawaii corporation,  
 and that the seal affixed to the foregoing instrument is  
 the corporate seal of said corporation, and said instru-  
 ment was signed and sealed on behalf of said corporation  
 by authority of its Board of Directors and the said  
 and  
 acknowledged said instrument to be the free act and deed  
 of said corporation.

Norma C. Lumsden  
 Notary Public, First Judicial  
 Circuit, State of Hawaii

My commission expires: September 24, 1973

ALL of those parcels of land situate at Waialae-nui, City and County of Honolulu, State of Hawaii, described as follows:

LOTS 1, 2, 3, 4, and 5, Block E of WAIALAE-NUI VALLEY SUBDIVISION, as shown on the Map thereof filed in the Bureau of Conveyances as File Plan 720, containing an area of 445,009 square feet.

SUBJECT, HOWEVER, to Easement W-1, 10 feet wide, in favor of the Board of Water Supply dated May 24, 1963, recorded in Liber 4581, Page 33.

EXHIBIT "A"

The real property described on Exhibit "A"  
is also subject to:

That certain Grant of Easement made by the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, Deceased, therein called "Grantors", and Prime Corp., a Hawaii corporation, sole general partner of Prime Garden Venture, a registered Hawaii limited partnership, and Amfac Financial Corp., a Hawaii corporation, dba Tropic Gardens III, therein called "Joint Venture", in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, therein called "Grantee", dated April 30, 1971 and recorded at said Bureau in Liber \_\_\_\_, Page \_\_\_\_.

EXHIBIT "B"



RECORDATION REQUESTED BY:

E & M

AFTER RECORDATION, RETURN TO:

THE HONOLULU PUBLIC WORKS DEPARTMENT

RETURN BY: MAIL ( ) PICKUP (X)

72- 89330

LIBER 8760 PAGE 117

LIBER 8760 PAGE 56

RECORDED

SECOND AMENDMENT TO DECLARATION OF  
HORIZONTAL PROPERTY REGIME  
OF WAIALAE GARDENS

WHEREAS, a Declaration of Horizontal Property Regime of Waialae Gardens, dated September 16, 1970, was filed at the Bureau of Conveyances in Honolulu in Liber 7251, Page 214; and,

WHEREAS, an Amendment to said Declaration dated April 29, 1971, was filed at said Bureau in Liber 7582, Page 348; and,

WHEREAS, the parties thereto desire to amend said Amendment to conform with Condominium Map 178, filed at said Bureau.

NOW THEREFORE, the Trustees of the Estate of Bernice Pauahi Bishop, herein called "Trustees", and PRIME CORP., a Hawaii corporation, sole General Partner of Prime Garden Venture, a registered Hawaii limited partnership, and AMFAC FINANCIAL CORP., a Hawaii corporation, doing business as Tropic Gardens III, a joint venturer, herein called "Joint Venture", do hereby amend the aforesaid Amendment to Declaration of Horizontal Property Regime, dated April 29, 1971, by deleting the first sentence of Paragraph (c) on Page 9 and substituting in lieu thereof, the following:

"(c) Fifty-two (52) storage rooms designated on the Amendment to Condominium Map 178 by Nos. 701 to 752, inclusive."

IN WITNESS WHEREOF, the Trustees and Joint Venture have executed these presents on this 16<sup>th</sup> day of September, 1971.

APPROVED AS TO FORM,  
CONTENTS & AUTHORIZATION

*Edward D. Stikely*  
LEG. COUN. HAWAII

*Robert L. Bishop*

*Henry W. Ching*

*Richard L. Bishop*

Trustees of the Estate of  
Bernice Pauahi Bishop, Deceased

Trustees

PRIME CORP., Sole General Partner  
of Prime Garden Venture

By *Donald S. Fook*  
Its President

AMFAC FINANCIAL CORP.

By *Robert L. Bishop*  
Its Vice-President

By *Richard L. Bishop*  
Its Assistant Treasurer

Joint Venture

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

On this 7th day of October, 1971,  
before me personally appeared Matsuo Takabuki,  
Hung Wo Ching and Richard Lyman Jr.,  
three of the Trustees of the Estate of Bernice Pauahi  
Bishop, deceased, to me known to be the persons described  
in and who executed the foregoing instrument and severally  
acknowledged that they executed the same as their free act  
and deed as such Trustees.

ELVERA BLACA  
Notary Public, First Judicial Circuit  
State of Hawaii  
My Commission expires March 31, 1972

Elvera Blaca  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires:

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

On this 16th day of September, 1971,  
before me appeared DONALD C. G. LOOK, to me personally  
known, who, being by me duly sworn, did say that he is  
the President of PRIME CORP., a Hawaii corporation, and  
that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors and the said  
DONALD C. G. LOOK acknowledged said instrument to be the  
free act and deed of said corporation.

Norma E. Thunkido  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: September 24 1973

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS.

UPER 8760 PAGE 120

On this 16<sup>th</sup> day of September, 1971,  
before me appeared PETER S. SMITH and  
GERALD H. GREENWELL, to me personally known,  
who, being by me duly sworn, did say that they are the  
Vice President and Assistant Treasurer, respectively,  
of AMFAC FINANCIAL CORP., a Hawaii corporation, and that the  
seal affixed to the foregoing instrument is the corporate  
seal of said corporation, and said instrument was signed  
and sealed on behalf of said corporation by authority of  
its Board of Directors and the said PETER S. SMITH  
and GERALD H. GREENWELL acknowledged said instrument  
to be the free act and deed of said corporation.

Dorinda E. Thunkild  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: September 24, 1973

RECORDATION REQUESTED BY:

B.P. BISHOP ESTATE

AFTER RECORDATION, RETURN TO:

B.P. BISHOP ESTATE

R.B. TIBBS 531 168d

RETURN BY: MAIL ( ) PICKUP (✓)

77-83713

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

LIBER 12439 PG 764  
77 SEP 19 9 58

FOURTH AMENDMENT TO  
DECLARATION OF HORIZONTAL PROPERTY REGIME  
OF WAIALAE GARDENS

WHEREAS, the TRUSTEES OF THE ESTATE OF BERNICE PAUANI BISHOP, herein called "Trustees", own in fee simple the real property described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, PRIME CORP., a Hawaii corporation, general partner of Prime Garden Venture, a Hawaii limited partnership, and AMFAC FINANCIAL CORP., a Hawaii corporation, doing business as TROPIC GARDENS III, herein called "Joint Venture", agreed to establish a Horizontal Property Regime thereon; and

WHEREAS, pursuant to the provisions of Chapter 514, Hawaii Revised Statutes, as amended, a Horizontal Property Regime was established on said property by that certain Declaration of Horizontal Property Regime dated September 16, 1970 and recorded at the Bureau of Conveyances in Honolulu in Liber 7251, Page 214, which Declaration was amended by instruments (a) dated April 29, 1971 and recorded at said Bureau in Liber 7582, Page 348, (b) dated September 16, 1971 and recorded in Liber 8760, Page 117, and (c) dated April 5, 1973 and recorded in Liber 9119, Page 355; and

WHEREAS, said Trustees and Joint Venture desire to further amend said Declaration;

NOW, THEREFORE, said Trustees and Joint Venture, in order to comply with Section 514-13, Hawaii Revised Statutes, as amended, do hereby further amend said Declaration by incorporating therein the verified statement of Registered Professional Architect, attached hereto as Exhibit B and made a part hereof for every purpose, certifying that the final plans for the project heretofore filed as Condominium <sup>as amended</sup> File Plan No. 178/fully and accurately depict the layout, location, apartment numbers and dimensions of the "WAIALAE GARDENS" condominium project, as built.

IN WITNESS WHEREOF, said Trustees and Joint Venture have executed these presents this 13th day of September, 1977.

TRUSTEES OF THE ESTATE OF  
BERNICE PAUHI BISHOP

By Augusto Ching  
By Richard L. Linn  
By Frank J. Mearns  
Trustees

APPROVED AS TO FORM,  
CONTENTS & AUTHORIZATION  
Richard L. Linn  
LEGAL DEPARTMENT

PRIME CORP., general partner of  
Prime Garden Venture

By Donald G. Sode  
Its President

AMFAC FINANCIAL CORP.

By Kenneth M. Mearns  
Its Vice-President

By Deus N. Lagan  
Its Asst. Vice President Joint Venture

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

On this \_\_\_\_\_ day of SEP 13 1977, 1977,  
before me personally appeared Hung Wo Ching,  
Richard Lyman, Jr. and Frank E. McKiss,  
three of the Trustees of the Estate of Bernice Pauahi  
Bishop, to me known to be the persons described in and  
who severally executed the foregoing instrument, and  
severally acknowledged that they executed the same as  
their free act and deed as such Trustees.

**ELVERA BLACK**  
Notary Public, First Judicial Circuit  
State of Hawaii  
My Commission expires March 31, 1980

Elvera Black  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires:

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

On this 12<sup>th</sup> day of August, 1977,  
before me appeared DONALD C. G. LOOK, to me personally  
known, who, being by me duly sworn, did say that he is  
the President of PRIME CORP., a Hawaii corporation, and  
that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by  
authority of its Board of Directors, and said DONALD C. G.  
LOOK acknowledged said instrument to be the free act and  
deed of said corporation.

Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: AUGUST 31, 1970

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

) SS.  
)

On this 12<sup>th</sup> day of August, 1977,  
 before me appeared KENNETH T. MATSUURA and  
DENNIS N. UYAMA, to me personally known,  
 who, being by me duly sworn, did say that they are the  
Vice-President and Asst. Vice President,  
 respectively, of AMFAC FINANCIAL CORP., a Hawaii corpora-  
 tion, and that the seal affixed to the foregoing instrument  
 is the corporate seal of said corporation, and that said  
 instrument was signed and sealed in behalf of said corpora-  
 tion by authority of its Board of Directors, and said  
KENNETH T. MATSUURA and DENNIS N. UYAMA  
 acknowledged said instrument to be the free act and deed  
 of said corporation.

Therese Lee  
 Notary Public, First Judicial  
 Circuit, State of Hawaii

My commission expires:

AUGUST 31, 1979



All of those certain parcels of land situate at Waialae-nui, City and County of Honolulu, State of Hawaii, to-wit:

Lots 1, 2, 3, 4 and 5, Block E, area 445,009 square feet, as delineated on the map entitled "WAIALAE-NUI VALLEY SUBDIVISION", which said map was filed in the Bureau of Conveyances in Honolulu as File Plan No. 720.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Royal Patent No. 4475.
2. Grant of Easement in favor of the City and County of Honolulu, a municipal corporation of the State of Hawaii, and the Board of Water Supply, City and County of Honolulu, for underground water pipeline purposes, dated May 24, 1963 and recorded at said Bureau in Liber 4581, Page 33.
3. Grant of Easement in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, for utility purposes, dated April 30, 1971 and recorded at said Bureau in Liber 7560, Page 399.

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
LIBER 13503 PG 572  
79 SEP 22 AID 44

RECORDATION REQUESTED BY: 79- 20435 ✓

AFTER RECORDATION, RETURN TO:  
STUBENBERG, Shigemura, Roney Gruttk

RETURN BY: MAIL ( ) PICKUP ( )

AMENDMENT TO DECLARATION OF HORIZONTAL  
PROPERTY REGIME OF WAIALAE GARDENS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Declaration dated September 16, 1970,  
recorded in the Bureau of Conveyances of the State of Hawaii  
in Liber 7251, Page 214, as amended, certain property  
described in said Declaration was submitted to the Horizontal  
Property Regime under the Horizontal Property Act, Chapter  
514 of the Hawaii Revised Statutes, as amended, and con-  
temporaneously therewith the building plans therefor were  
recorded in said Bureau of Conveyances as Condominium File  
Plan No. 178; and

WHEREAS, the apartment owners desire to amend  
further the Declaration of Horizontal Property Regime of  
Waialae Gardens, as hereinafter provided; and

WHEREAS, pursuant to Paragraph O of the Declaration  
of Horizontal Property Regime of Waialae Gardens, more than  
seventy-five percent (75%) of the apartment owners voted to  
amend said Declaration as hereinafter provided.

NOW, THEREFORE, the Trustees of the Estate of

Bernice Pauahi Bishop, the fee simple owners, hereinafter referred to as "Trustees", and the Association of Apartment Owners of Waialae Gardens, hereinafter referred to as "Association", hereby amend Paragraph M(1) of said Declaration in its entirety and substitute therefore the following:

"M. ALTERATION OF PROJECT. 1) Restoration or replacement of the project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said condominium file plan 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 vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Trustees and Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record such amendment in said Bureau together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer. PROVIDED, HOWEVER, that notwithstanding any provision in this Declaration to the contrary, any alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive use of such apartment shall require the written consent thereto and written approval of the apartment owner's plans therefor by only the holders of all liens affecting such apartment (if the lienholders require such consent and approval), the

Board of Directors of the Association, all other apartment owners thereby directly affected (as determined by said Board) and the Trustees, and such alterations or additions may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of the project as so altered."

The undersigned officers of the Association hereby certify that the foregoing amendments were adopted by vote of more than seventy-five percent (75%) of the apartment owners, such certification being based upon the Affidavit of Nancy Lind, attached hereto as Exhibit "A" and incorporated herein by reference.

The said Declaration, as amended heretofore and as herein amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all persons now or at any time hereafter owning or leasing all or any part of the condominium project and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Trustees and the Association have executed these presents this 2 day of February, 1979.

ASSOCIATION OF APARTMENT OWNERS  
OF WAIALAE GARDENS

Hung Wo Chung

Myron B. Thompson

Richard B. Bishop

TRUSTEES OF THE ESTATE OF  
BERNICE PAUHI BISHOP

By Nancy Lind  
NANCY LIND  
Its President

By Kathleen Matsumura  
KATHLEEN MATSUMURA  
Its Secretary

APPROVED AS TO FORM  
CONTENTS AND AUTHORIZATION  
Richard B. Bishop  
DOCUMENTARY DEPARTMENT

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

LIBER 13503 PG 575

On this        day of FEB 15 1979, 1979,  
before me personally appeared Hung Wo Ching,  
Myron B. Thompson and Matsuo Takabuki,  
three of the Trustees of the Estate of Bernice Pauahi Bishop,  
to me known to be the persons described in and who executed  
the foregoing instrument, and severally acknowledged that  
they executed the same as their free act and deed.

ELVERA BLACK  
Notary Public, First Judicial Circuit  
State of Hawaii  
My Commission expires March 31, 1980

Elvera Black  
Notary Public, State of Hawaii

My commission expires:                     

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

On this 2nd day of February, 1979,  
before me personally appeared NANCY LIND, to me personally  
known, who, being by me duly sworn, did say that she is the  
President of the ASSOCIATION OF APARTMENT OWNERS OF WAIALAE  
GARDENS, a condominium association, and that said instrument  
was signed in behalf of said association by authority of its  
Board of Directors, and said NANCY LIND acknowledged said  
instrument to be the free act and deed of said association,  
*SAID association has no corporate seal.*

[Signature]  
Notary Public, State of Hawaii

My commission expires: Jan. 22, 1981

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

On this 2nd day of February, 1979,  
before me personally appeared KATHLEEN MATSUMURA, to me  
personally known, who, being by me duly sworn, did say that  
she is the Secretary, of the ASSOCIATION OF APARTMENT OWNERS  
OF WAIALAE GARDENS, a condominium association, and that said  
instrument was signed in behalf of said association by  
authority of its Board of Directors, and said KATHLEEN  
M. MATSUMURA acknowledged said instrument to be the free act  
and deed of said association, *Said association has no corporate seal.*

[Signature]  
Notary Public, State of Hawaii

My commission expires: Jan. 22, 1981

My commission expires: Jan. 22, 1981.

91-060748

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

'91 MAY 13 AM 10 07

S. FURUKAWA, REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

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

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

(DO NOT WRITE IN THIS SPACE)

RESTATED BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
WAIALAE GARDENS

WHEREAS, the TRUSTEES OF THE ESTATE OF BERNICE PAUHAH BISHOP, herein called the "TRUSTEES", as owners in fee simple of that certain real property described in the Declaration of Horizontal Property Regime, dated September 16, 1970, recorded at the Bureau of Conveyances of the State of Hawaii in Liber 7251, at page 214 (hereinafter referred to as the "Declaration"), and FINANCE INVESTMENT COMPANY, LIMITED, herein called the "LESSEE", as the holder of Bishop Estate Lease No. 14,463, dated November 1, 1964, recorded as aforesaid in Liber 4971, at Page 296, and PRIME CORP., a Hawaii corporation, sole General Partner of Prime Garden Venture, a registered Hawaii limited partnership and AMFAC FINANCIAL CORP., a Hawaii corporation, doing business as Tropic Gardens III, a joint venturer, herein called "JOINT VENTURE", as purchaser of said Bishop Estate Lease No. 14,463 pursuant to an Agreement of Sale between Lessee and Joint Venture dated March 27, 1969, and recorded in said Bureau of Conveyances in Liber 6478, Page 1, submitted said property to the Horizontal Property Regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes), and made certain declarations as to divisions, limitations, restrictions, covenants and conditions, and declared and agreed that said property was to be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations constitute covenants running with the land and are binding on and for the benefit of the parties thereto, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, heirs, executors, administrators and assigns; and

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the Board of Directors of Waialae Gardens, established by the By-Laws of the Association of Apartment Owners of Waialae Gardens, hereinafter called the "By-Laws", which were attached to the Declaration as Exhibit "A" and made a part thereof, to restate the By-Laws to include therein any amendments thereto, and to conform the provisions thereof to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on November 15, 1990, said Board of Directors resolved to restate the By-Laws, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein; and

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

The following By-Laws shall apply to the condominium project known as "Waialae Gardens" (herein called the "Project") situate at Waialae-nui, Honolulu, City and County of Honolulu, State of Hawaii, as described in and created by the Declaration, 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 MEMBERSHIP

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

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

Section 3. Annual Meetings. The first annual meeting of the Association shall be held as soon as practicable after recording of the Declaration and these By-Laws upon the call of at least ten percent (10%) of the apartment owners. Thereafter the annual meetings of the Association shall be held within three months after the end of each accounting year.

Section 4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by at least twenty-five 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 (14) days before the date set for such meeting, stating whether it is an annual or special meeting, the



authority for the call thereof, the place, day and hour of such meeting, the purpose therefor, the items on the agenda, and a standard proxy form authorized by the Association, if any, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving it at his apartment in the Project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership.<sup>3</sup> 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 percent (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 and filed with the Secretary or the Managing Agent no later than 4:30 p.m. on the second business day prior to the date of the meeting for which it pertains, and must contain at least: the name of the Association, the date of the meeting, the printed name and signature of the person or persons giving the proxy, the apartment or apartments for which the proxy is given, the printed name of the person or entity to whom the proxy is given, and the date the proxy is given.<sup>3</sup>

A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person or entity as proxy, and may be limited as the apartment owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the apartment;<sup>4</sup> and provided, further, that nothing in this subsection shall effect the holder

of any proxy under a first mortgage of record encumbering an apartment or under an agreement of sale affecting an apartment.<sup>5</sup>

Proxies may be given to the Board; provided that they shall contain a box wherein the apartment owner may indicate that the apartment owner wishes the vote to be shared with each Board member receiving an equal percentage. Proxies which are not marked shall be considered a choice by the apartment owner that the vote be made on the basis of the preference of a majority of the Board.<sup>6</sup>

No officer of the Board shall use Association funds to solicit proxies; provided that this shall not prevent an officer from exercising his right as an apartment owner under the following provisions of this Section 8.<sup>7</sup>

No resident manager or Managing Agent employed by the Association shall solicit, for use by such manager or Managing Agent, any proxies from any apartment owner, nor shall any resident manager or Managing Agent employed by the Association cast any proxy vote at any Association meeting except for the purpose of establishing a quorum. No Board member who uses Association funds to solicit proxies shall cast any such proxy votes for the election or reelection of Board members at any Association meeting unless the proxy specifically authorizes the Director to vote for the election or reelection of Board members and the Board first posts notice of its intent to solicit proxies in prominent locations within the Project at least thirty (30) days prior to its solicitation of proxies; provided that if the Board receives within seven (7) days of the posting of such notice a request by any apartment owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall either:

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

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

The statement referred to in subsections (a) and (b) of this Section 8 shall not exceed one hundred (100) words, and shall indicate the apartment owner's qualification to serve on the Board and reasons for wanting to receive proxies.<sup>8</sup>

Section 9. Adjournment. Any meeting of the Association may adjourned from time to time to such place and time 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) Reading 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. Robert's Rules of Order. All Association meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.

## 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 nine (9) persons, each of whom shall be the sole owner, co-owner, vendee under an agreement of sale, or an officer of any corporate owner of an apartment. The partners in a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. There shall not be more than one representative on the Board from any one apartment.<sup>10</sup>

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 three years and until their respective successors have been elected, subject to removal as herein provided, except that at the first annual meeting one-third of the directors shall be elected for one year, one-third for two years and one-third for three 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 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 shall 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.

If such removal and replacement is to occur at a special Association meeting, the call for such meeting shall be by the President or by a petition to the Secretary or Managing Agent signed by not less than twenty-five percent (25%) of the apartment owners as shown in the Association's record of ownership; and provided further that if the Secretary or Managing Agent shall fail to send out the notices for the special meeting within fourteen

(14) days of receipt of the petition, then the petitioners shall have the authority to set the time, date and place for the special meeting and to send out the notices for the special meeting in accordance with the requirements of the By-Laws. Except as otherwise provided herein, such meeting for the removal and replacement from office of directors shall be scheduled, noticed, and conducted in accordance with the By-Laws.<sup>11</sup>

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 to validly 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, personally or by mail, telephone or telegraph, at least one day prior to the date of such meeting.

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

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

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

Section 11. Fidelity Bonds. The Board of Directors shall secure annually a fidelity bond in the amount of \$91,000.00, or such greater amount as may be required by law from time to time, to cover all officers, directors, employees, and Managing Agents who handle the Association's funds. The bond shall protect the Association against fraudulent or dishonest acts by persons, including the Managing Agent handling the Association's funds. The premium on such bonds shall be paid by the Association.<sup>12</sup>

Section 12. Compensation. No member of the Board of Directors shall expend Association funds for their travel,

directors' fees, or per diem, unless the apartment owners are informed and a majority approves of these expenses.<sup>13</sup>

Section 13. Conflict of Interest. A Director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made.<sup>14</sup>

Section 14. Posting of Notice. Whenever practicable, notice of all Board meetings shall be posted by the Resident Manager or a member of the Board in prominent locations within the project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board of Directors.<sup>15</sup>

Section 15. Documents to be Given to Directors. The Association at its own expense shall provide all Board members with a current copy of the Declaration, By-Laws, House Rules, and, annually, a copy of Chapter 514A, Hawaii Revised Statutes, with amendments.<sup>16</sup>

Section 16. Robert's Rules of Order. All Board meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.<sup>17</sup>

### 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. 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 shall appoint annually a public accountant 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. The Association shall require a yearly audit of the Association's financial accounts and no less than one yearly unannounced verification of the Association's cash balance by a public accountant; provided that the yearly audit and the yearly unannounced cash balance verification may be waived by a majority vote of all apartment owners taken at an Association meeting.<sup>18</sup>

Section 9. Officers Shall Not Be Employees of The Managing Agent. No apartment owner who is an employee of the Managing Agent shall at the same time serve as an officer.<sup>19</sup>

#### ARTICLE IV ADMINISTRATION

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

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

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

(j) Notification of all persons having any interest in any apartment according to the Association's record of ownership of delinquency exceeding 60 days in the payment of any assessment against such apartments.

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

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

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 so be sufficient to accumulate and pay when due all rent, taxes, assessments and other charges thereunder payable by the lessee of such apartment.

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, with all necessary repairs 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 residential purposes, and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any trade or business whatsoever.

(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 and all limited common elements appurtenant and adjacent thereto 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.

Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the House Rules, handicapped persons shall: (1) be permitted to make reasonable modifications to their Apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their Apartments and/or the common elements, as the case may be; and (2)



be allowed reasonable exemptions from the Declaration, these By-Laws, and the House Rules, when necessary, to enable them to use and enjoy their Apartments and/or the common elements, provided that any handicapped person desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity, and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof.<sup>40</sup>

(g) No apartment owner shall decorate or landscape any entrance, hallway, planting area or lanai appurtenant to his apartment 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 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.

(j) No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project except that one dog or one cat or a pair of small birds, but no combination of any of these, may be kept by occupants subject to the following conditions: (1) they are confined to their respective apartments; (2) they shall not be kept, bred or used therein for any commercial purpose; and (3) they shall not be allowed on any common elements except in transit when carried or, in the case of a dog, on leash, provided that the occupant shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any such pet or pets in the Project. Pet owners shall be responsible for promptly cleaning up any waste or mess created by their pet or pets on any common elements of the Project. Any 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 the Managing Agent.

Notwithstanding the foregoing, handicapped residents may keep certified guide dogs, signal dogs, or other animals upon which they depend for assistance, and no such animal shall be required to be carried or prohibited from walking upon any common elements while on a leash, provided that such animals shall at all times be accompanied by the residents to whom they belong while present upon the common elements. Further, this exception shall also apply to certified guide dogs, signal dogs, or other animals depended upon by handicapped guests of residents. If such an animal causes a nuisance or unreasonable disturbance, the handicapped owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection of such animal shall be required only if less drastic alternatives prove unsuccessful, as reasonably determined by the Board. If the Board determines that such an animal must be ejected, the handicapped owner thereof will be allowed a reasonable period of time to obtain a suitable substitute animal, and the animal in question will be permitted to remain at the Project while such a substitute animal is sought, provided that the problem is

controlled to a sufficient degree that the continued presence of the animal during that interim period of time does not constitute an unreasonable imposition upon other residents.<sup>21</sup>

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

(l) 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.

(m) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical, or telephone installations, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of any building 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 the Project visible from any part outside of said 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 in consistent with any provision of law, the Declaration or these By-Laws.

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

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

Section 7. Mortgages. Any apartment owner who mortgages his apartment or any interest therein shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any apartment or interest therein shall report to such person the amount of any assessments against such apartment then due and unpaid.

**ARTICLE VI**  
**MISCELLANEOUS**

Section 1. Amendment. These By-Laws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote or written consent of sixty-five percent (65%) of the apartment owners, effective only upon the recording of an amendment to the Declaration setting forth such amendment of these By-Laws.

Any proposed By-Laws with the rationale for the proposal may be submitted by the Board or by a volunteer apartment owners' committee. If submitted by that committee, it shall be accompanied by a petition signed by not less than twenty-five percent (25%) of the apartment owners as shown in the Association's record of ownership. The proposed By-Laws, rationale, and ballots for voting on any proposed By-Law shall be mailed by the Board to the apartment owners at the expense of the Association for vote or written consent without change within thirty days of the receipt of the petition by the Board. The vote or written consent required to adopt the proposed By-Law shall be sixty-five percent (65%) of all apartment owners; provided that the vote or written consent must be obtained within one hundred twenty (120) days after mailing. In the event that the By-Law is duly adopted, then the Board shall cause the By-Law amendment to be recorded in said Bureau of Conveyances or filed in the Land Court, as the case may be. The volunteer apartment owners' committee shall be precluded from submitting a petition for a proposed By-Law which is substantially similar to that which has been previously mailed to the apartment owners within one year after the original petition was submitted to the Board; provided, however, that this paragraph shall not preclude any apartment owner or voluntary apartment owners' committee from proposing any By-Law amendment at any annual Association meeting.<sup>22</sup>

Section 2. Indemnification. The Association shall indemnify every director and officer and his executors and administrators against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.<sup>23</sup>

Section 3. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Property Act (Chapter 514A, Hawaii Revised Statutes) which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Property Act.<sup>24</sup>

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

IN WITNESS WHEREOF, the undersigned have executed this  
instrument this 28th day of March, 1991.

ASSOCIATION OF APARTMENT OWNERS  
OF WAIALAE GARDENS

By: [Signature]  
Print: C. Scott McCormick  
Name: C. Scott McCormick  
Its: President

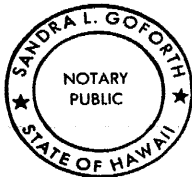
By: Mary Jane Swenson  
Print: Mary Jane Swenson  
Name: Mary Jane Swenson  
Its: Secretary

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

} SS:

On this 28<sup>th</sup> day of March, 1991, before me appeared Gordon McCormack to me personally known, who being by me duly sworn, did say that he is the President of the Board of Directors of the Association of Apartment Owners of Waialae Gardens; 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.



Sandra L. Goforth  
Notary Public, State of Hawaii

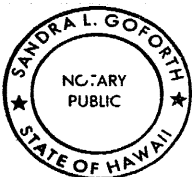
My Commission Expires: 2/8/92

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

} SS:

On this 28<sup>th</sup> day of March, 1991, before me appeared Mara Jane Swenson 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 Waialae Gardens; 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.



Sandra L. Goforth  
Notary Public, State of Hawaii

My Commission Expires: 2/8/92

#### ENDNOTES

The following endnotes correspond to provisions in the By-Laws which have been restated to conform to Chapter 514A, Hawaii Revised Statutes, and the Federal Fair Housing Act, as amended (42 U.S.C. Sections 3601 et seq.), and to integrate all amendments made to the By-Laws of Association of Apartment Owners of Waialae Gardens. These Restated By-Laws correctly set forth without change the corresponding provisions of the original By-Laws of Association of Apartment Owners of Waialae Gardens, as amended, and supersede the original By-Laws and all prior amendments thereto. This Restatement was made solely for purposes of information and convenience. In the event of a conflict, the Restated By-Laws shall be subordinate to the cited statute.

1. To conform to Section 514A-82(a)(17), Hawaii Revised Statutes (hereinafter referred to as "HRS").
2. To conform to Section 514A-82(b)(3), HRS.
3. To conform to Section 514A-83.2(a), HRS.
4. To conform to Section 514A-83.2(b), HRS.
5. To conform to Section 514A-83.2(e), HRS.
6. To conform to Section 514A-83.2(c), HRS.
7. To conform to Section 514A-83.2(d), HRS.
8. To conform to Section 514A-82(b)(4), HRS.
9. To conform to Section 514A-82(a)(16), HRS.
10. To conform to Section 514A-82(a)(12), HRS.
11. To conform to Section 514A-82(b)(1), HRS.
12. To conform to Section 514A-95.1(a)(1), HRS.
13. To conform to Section 514A-82(b)(10), HRS.
14. To conform to Section 514A-82(b)(5), HRS.
15. To conform to Section 514A-82(b)(9), HRS.
16. To conform to Section 514A-82(b)(11), HRS.
17. To conform to Section 514A-82(a)(16), HRS.
18. To conform to Section 514A-96, HRS.
19. To conform to Section 514A-82(b)(7), HRS.
20. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
21. To conform to the Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
22. To conform to Section 514A-82(b)(2), HRS.

23. To integrate the May 2, 1973 Amendment to the By-Laws recorded at the Bureau of Conveyances of the State of Hawaii in Liber 9119, Page 355.
24. To reflect the 1978 redesignation of Chapter 514, HRS, as Chapter 514A, HRS.

RECORDATION REQUESTED BY:

73- 31746

RECEIVED  
LIBER 9119 PAGE 355

1973 MAY -2 PH 2: 18

AFTER RECORDATION, RETURN TO: 6-

ROBERT H.K. CHANG 537-9336

RETURN BY: MAIL ( ) PICK UP ( )

*[Signature]*  
REGISTRAR

AMENDMENT TO BY-LAWS OF  
WAIALAE GARDENS

Section 2. Indemnification., Article VI is hereby amended to read as follows:

"Section 2. Indemnification. The Association shall indemnify every director and officer and his executors and administrators against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for GROSS negligence or misconduct. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled."

DATED: Honolulu, Hawaii, this 5<sup>th</sup> day of

April, 1973.

WAIALAE GARDENS

By *Cecil E. Phillips*  
Its President

By *[Signature]*  
Its Secretary



STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

**SS:**

On this 5<sup>th</sup> day of April, 1973, before me appeared CYRIL E. PHILLIPS and EMPEROR A. HANAPI to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of WAIALAE GARDENS, a condominium project, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and the said CYRIL E. PHILLIPS and EMPEROR A. HANAPI acknowledged said instrument to be the free act and deed of said Association.

*Robert A. H. Chang*  
Notary Public, First Judicial Circuit  
State of Hawaii

My commission expires: 5.31.75

CERTIFICATE OF ADOPTION

The undersigned president and secretary of the Association of Apartment Owners of Waialae Gardens hereby certify that the attached Amendment to the By-Laws of Waialae Gardens was duly amended by a vote of more than 75% of the apartment owners at the meeting duly called for such purpose held on January 16, 1973.

DATED: Honolulu, Hawaii, this 5<sup>th</sup> day of April, 1973.

Waialae Gardens

By Cecil E. Phillips  
Its President

By Emmanuel D. Davis  
Its Secretary

----- PREPARED BY -----  
HAWAIIANA MANAGEMENT COMPANY, LTD.  
  
ACCOUNTANT: KIMBERLY TULIAO  
  
DATE PRINTED: 11/11/2016

**WAIALAE GARDENS  
STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR PERIOD ENDED 10/31/2016**

BLD ACCT 1646		CURRENT MONTH			YEAR TO DATE			FISCAL BEG. 1		
DESCRIPTION		---ACTUAL---	---BUDGET---	---VAR.---	-BUD%-	-----ACTUAL-----	-----BUDGET-----	---VAR.---	-BUD%-	
CASH RECEIPTS:										
5100	MAINTENANCE FEE	86578.09	85540.16	1037.93	101.2	845024.26	855401.60	-10377.34	98.8	
5130	SPECIAL ASSESSMENT	0.00	0.00	0.00		-4449.02	0.00	-4449.02		
5132	SPECIAL ASSESSMENT	3500.00	18200.00	-14700.00		74400.00	182000.00	-107600.00		
5139	SPCL ASSMNT-INSURANCE	0.00	0.00	0.00		896.00	0.00	896.00		
5180	ELECTRICITY REIMBURSEMENT	66.66	360.00	-293.34		317.39	3600.00	-3282.61		
5190	LEGAL FEE REIMBURSEMENT	175.00	300.00	-125.00		3166.97	3000.00	166.97		
5218	INSURANCE SETTLEMENT	0.00	0.00	0.00		5900.00	0.00	5900.00		
5270	INTEREST FROM INVESTMENTS	56.45	400.00	-343.55		3330.20	4000.00	-669.80		
5290	INTEREST FROM CHECKING	5.67	4.00	1.67		62.62	40.00	22.62		
5360	LATE CHARGES	120.00	60.00	60.00		950.00	600.00	350.00		
5370	OTHER TAXABLE RECEIPTS	0.00	0.00	0.00		450.00	0.00	450.00		
5378	FINES	0.00	0.00	0.00		100.00	0.00	100.00		
TOTAL CASH RECEIPTS		90501.87	104864.16	-14362.29	86.3	930148.42	1048641.60	-118493.18	88.7	
UTILITIES:										
6010	ELECTRICITY	3025.98	1853.00	1172.98		15880.50	18530.00	-2649.50		
6020	TELEVISION	6242.79	6100.00	142.79		62422.20	61000.00	1422.20		
6030	WATER	4860.26	5852.00	-991.74		54080.80	58520.00	-4439.20		
6040	SEWER	13681.41	13583.00	98.41		132913.00	135830.00	-2917.00		
6060	TELEPHONE	148.18	204.00	-55.82		1622.88	2040.00	-417.12		
TOTAL UTILITIES		27958.62	27592.00	366.62	101.3	266919.38	275920.00	-9000.62	96.7	
BUILDING MAINTENANCE:										
6540	ELEVATOR	0.00	921.00	-921.00		7377.19	9210.00	-1832.81		
6550	GROUNDS	325.64	651.00	-325.36		3225.26	6510.00	-3284.74		
6552	GROUNDS-TREE TRIMMING	5874.34	2459.00	3415.34		8811.51	24590.00	-15778.49		
6560	ELECTRICAL/LIGHTING	880.80	420.00	460.80		6589.03	4200.00	2389.03		
6570	PLUMBING	0.00	2000.00	-2000.00		1147.65	20000.00	-18852.35		
6580	POOL	273.40	200.00	73.40		2636.46	2000.00	636.46		
6600	PEST CONTROL	130.89	1600.00	-1469.11		35833.99	16000.00	19833.99		
6621	REFUSE	0.00	1858.00	-1858.00		23679.88	18580.00	5099.88		
6650	ROOF MAINTENANCE	0.00	275.00	-275.00		3300.00	2750.00	550.00		
6660	FIRE SYSTEMS	0.00	210.00	-210.00		868.06	2100.00	-1231.94		

----- PREPARED FOR -----  
 KILAUEA AVENUE  
 HONOLULU HI 96816  
 ACCT. NO: 1646  
 PAGE: 2

**WAIALAE GARDENS**  
**STATEMENT OF RECEIPTS AND DISBURSEMENTS**  
**FOR PERIOD ENDED 10/31/2016**

----- PREPARED BY -----  
 HAWAIIANA MANAGEMENT COMPANY, LTD.  
 ACCOUNTANT: KIMBERLY TULLAO  
 DATE PRINTED: 11/11/2016

BLD ACCT 1646 DESCRIPTION	CURRENT MONTH				YEAR TO DATE				FISCAL BEG: 1
	---ACTUAL---	---BUDGET---	---VAR.---	-BUD%-	---ACTUAL---	---BUDGET---	---VAR.---	--BUD%-	
6690 MISCL REPAIRS & PURCHASES	2306.85	1100.00	1206.85		12099.00	11000.00	1099.00		
6699 BLDG MAINT	0.00	300.00	-300.00		626.19	3000.00	-2373.81		
<b>TOTAL BUILDING MAINTENANCE</b>	<b>9791.92</b>	<b>11994.00</b>	<b>-2202.08</b>	<b>81.6</b>	<b>106194.22</b>	<b>119940.00</b>	<b>-13745.78</b>	<b>88.5</b>	
<b>PROFESSIONAL SERVICES:</b>									
6810 ADMIN SUPPLIES & SVCS	650.00	650.00	0.00		6440.20	6500.00	-59.80		
6812 AOAO ADMIN EXP	109.91	120.00	-10.09		1371.03	1200.00	171.03		
6816 MGMT CO. ADMIN SVC.	0.00	5.00	-5.00		130.62	50.00	80.62		
6830 VEHICLE EXPENSE	70.42	87.00	-16.58		673.98	870.00	-196.02		
6840 EDUCATION EXPENSE	0.00	35.00	-35.00		0.00	350.00	-350.00		
6850 MANAGEMENT SERVICES	2723.29	2723.29	0.00		27232.90	27232.90	0.00		
6870 AUDIT/PUBLIC ACCOUNTING	0.00	123.00	-123.00		1460.73	1230.00	230.73		
6880 LEGAL FEES-GENERAL	467.54	116.00	351.54		1677.49	1160.00	517.49		
6882 LEGAL FEES-COLLECTIONS	175.00	180.00	-5.00		3630.76	1800.00	1830.76		
6890 CONSULTING FEES	0.00	120.00	-120.00		500.00	1200.00	-700.00		
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>4196.16</b>	<b>4159.29</b>	<b>36.87</b>	<b>100.9</b>	<b>43117.71</b>	<b>41592.90</b>	<b>1524.81</b>	<b>103.7</b>	
<b>PAYROLL &amp; BENEFITS:</b>									
7010 PAYROLL-MANAGER	3644.16	3955.00	-310.84		38240.24	39550.00	-1309.76		
7020 PAYROLL-MAINTENANCE	2720.25	6720.00	-3999.75		29647.00	67200.00	-37553.00		
7040 PAYROLL-GROUNDS	5028.00	2282.00	2746.00		55295.75	22820.00	32475.75		
7070 WORKERS COMPENSATION	0.00	460.00	-460.00		-1105.00	4600.00	-5705.00		
7080 TDI	144.17	60.00	84.17		580.21	600.00	-19.79		
7090 HEALTH CARE	1503.09	2880.00	-1376.91		15030.90	28800.00	-13769.10		
7100 PAYROLL TAXES	885.53	1452.00	-566.47		10171.71	14520.00	-4348.29		
7140 PAYROLL PREPARATION	169.50	180.00	-10.50		1701.40	1800.00	-98.60		
7170 UNIFORMS	0.00	25.00	-25.00		862.64	250.00	612.64		
7190 RM APT EXPENSES	0.00	100.00	-100.00		0.00	1000.00	-1000.00		
7230 RM APT MAINTENANCE FEE	470.00	470.00	0.00		4700.00	4700.00	0.00		
<b>TOTAL PAYROLL &amp; BENEFITS</b>	<b>14564.70</b>	<b>18584.00</b>	<b>-4019.30</b>	<b>78.4</b>	<b>155124.85</b>	<b>185840.00</b>	<b>-30715.15</b>	<b>83.5</b>	
<b>OTHER EXPENSES:</b>									
7311 INSURANCE-PROPERTY	5819.16	5290.00	529.16		23276.64	52900.00	-29623.36		
7316 INSURANCE-LIABILITY	0.00	577.00	-577.00		17311.00	5770.00	11541.00		

----- PREPARED BY -----  
HAWAIIANA MANAGEMENT COMPANY, LTD.  
  
ACCOUNTANT: KIMBERLY TULIAO  
  
DATE PRINTED: 11/11/2016

**WAIALAE GARDENS  
STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR PERIOD ENDED 10/31/2016**

BLD ACCT 1646		CURRENT MONTH				YEAR TO DATE				FISCAL BEG: 1		
DESCRIPTION	---ACTUAL---	---BUDGET---	---VAR.---	-BUD%-	---ACTUAL---	---BUDGET---	---VAR.---	-BUD%-	---ACTUAL---	---BUDGET---	---VAR.---	-BUD%-
7326 INSURANCE-D & O	0.00	269.00	-269.00		3070.00	2690.00	380.00		3070.00	2690.00	380.00	
7331 INSURANCE-FIDELITY-GENERAL	0.00	32.00	-32.00		0.00	320.00	-320.00		0.00	320.00	-320.00	
7341 INSURANCE-UMBRELLA	0.00	205.00	-205.00		2511.00	2050.00	461.00		2511.00	2050.00	461.00	
7357 INSURANCE HO-6 POLICY	0.00	0.00	0.00		896.00	0.00	896.00		896.00	0.00	896.00	
7511 LOANS	3959.00	3959.00	0.00		39590.00	39590.00	0.00		39590.00	39590.00	0.00	
7550 MISCELLANEOUS EXPENSE	13.00	0.00	13.00		-31.98	0.00	-31.98		-31.98	0.00	-31.98	
7552 MISCL EXP-BANK CHARGES	0.00	0.00	0.00		395.00	0.00	395.00		395.00	0.00	395.00	
7710 REAL PROPERTY TAX	0.00	167.00	-167.00		1981.88	1670.00	311.88		1981.88	1670.00	311.88	
7720 STATE GENERAL EXCISE TAX	48.74	40.00	8.74		303.99	400.00	-96.01		303.99	400.00	-96.01	
TOTAL OTHER EXPENSES	9839.90	10539.00	-699.10	93.4	89303.53	105390.00	-16086.47		89303.53	105390.00	-16086.47	84.7
TOTAL OPERATING EXPENSES	66351.30	72868.29	-6516.99	91.1	660659.69	728682.90	-68023.21		660659.69	728682.90	-68023.21	90.7
OPERATING SURPLUS/DEFICIT	24150.57	31995.87	-7845.30	75.5	269488.73	319958.70	-50469.97		269488.73	319958.70	-50469.97	84.2
CAPITAL IMPR AND MAJOR REP & REPL:												
8023 SPALLING AND PAINTING	0.00	0.00	0.00		276637.00	0.00	276637.00		276637.00	0.00	276637.00	
8512 DOORS/WINDOWS	0.00	0.00	0.00		2700.00	0.00	2700.00		2700.00	0.00	2700.00	
8534 IRRIGATION REPAIRS	0.00	0.00	0.00		0.00	2334.00	-2334.00		0.00	2334.00	-2334.00	
8537 ELEVATOR CAB REFURBISHMENT	0.00	0.00	0.00		0.00	7500.00	-7500.00		0.00	7500.00	-7500.00	
8541 CONTINGENCY	0.00	0.00	0.00		32955.68	25000.00	7955.68		32955.68	25000.00	7955.68	
8542 RM UNIT RENOVATIONS	0.00	0.00	0.00		1461.27	0.00	1461.27		1461.27	0.00	1461.27	
8543 WOOD FENCING REPAIRS - TWHOUS	0.00	0.00	0.00		5900.00	6500.00	-600.00		5900.00	6500.00	-600.00	
8570 PLUMBING SYSTEM	0.00	0.00	0.00		19393.50	0.00	19393.50		19393.50	0.00	19393.50	
8621 HANDRAIL REPAIRS-WALKWAYS	0.00	0.00	0.00		0.00	6010.00	-6010.00		0.00	6010.00	-6010.00	
8626 STRUCTURAL REPAIRS-CONTINGENC	4950.00	0.00	4950.00		41275.20	70000.00	-28724.80		41275.20	70000.00	-28724.80	
8630 ROOFING ALUMINIUM SHAKE	6383.51	0.00	6383.51		369559.11	438735.00	-69175.89		369559.11	438735.00	-69175.89	
8631 ROOFING-VINYL MEMBRANCE LWRIS	0.00	0.00	0.00		0.00	76426.00	-76426.00		0.00	76426.00	-76426.00	
8635 ASPHALT SLURRY SEAL-TOWNHOUSE	0.00	0.00	0.00		0.00	35620.00	-35620.00		0.00	35620.00	-35620.00	
8636 ASPHALT SLURRY SEAL-LOWRISE	0.00	0.00	0.00		0.00	11272.00	-11272.00		0.00	11272.00	-11272.00	
8640 CONCRETE PATHWAY-REPAIRS	0.00	0.00	0.00		3580.00	8487.00	-4907.00		3580.00	8487.00	-4907.00	
TOTAL CAPITAL IMPR AND MAJOR	11333.51	0.00	11333.51	0.0	733461.76	687884.00	65577.76		733461.76	687884.00	65577.76	109.5
TOTAL CASH DISBURSEMENTS	77684.81	72868.29	4816.52	106.6	1414121.45	1416566.90	-2445.45		1414121.45	1416566.90	-2445.45	99.8

----- PREPARED FOR -----  
KILAUEA AVENUE  
HONOLULU HI 96816  
ACCT. NO: 1646  
PAGE: 4

WAIALAE GARDENS  
STATEMENT OF RECEIPTS AND DISBURSEMENTS  
FOR PERIOD ENDED 10/31/2016

----- PREPARED BY -----  
HAWAIIANA MANAGEMENT COMPANY, LTD.  
ACCOUNTANT: KIMBERLY TULIAO  
DATE PRINTED: 11/11/2016

BLD ACCT. 1646 DESCRIPTION	CURRENT MONTH			YEAR TO DATE			FISCAL BEG: 1	
	---ACTUAL---	---BUDGET---	---VAR.---	---ACTUAL---	---BUDGET---	---VAR.---	---BUD%	---BUD%
CHANGE IN SECURITY DEPOSITS	-200.00	0.00	-200.00	0.0	-100.00	0.00	-100.00	0.0
CHANGE TO TOTAL CASH & RESERVE	12617.06	31995.87	-19378.81	-484073.03	-367925.30	-116147.73		



----- PREPARED FOR -----  
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 ACCT. NO: 1646  
 PAGE: 1

**WAIALAE GARDENS  
 CASH REPORT  
 AS OF 10/31/2016**

----- PREPARED BY -----  
 HAWAIIANA MANAGEMENT COMPANY, LTD.  
 ACCOUNTANT: KIMBERLY TULIAO  
 DATE PRINTED: 11/11/2016

BLD NUM: 1646

FISCAL BEG: 01 PAGE: 1

**OPERATIONS**

1000 CHECKING ACCOUNT \*  
 1007 CASH-PETTY

**TOTAL OPERATIONS**

**RESERVES**

1800 HCFED LQ #\*\*\*\*\*9702  
 1804 HCFED #\*\*\*\*\*6231  
 1830 HTEFCU #\*\*\*\*\*5882  
 1833 HTEFCU LQ #\*\*\*\*\*6560  
 1834 HTEFCU #\*\*\*\*\*2980  
 1840 HSB LQ #\*\*\*\*\*2954  
 1842 HSB #\*\*\*\*\*1197  
 1904 FFB LQ #\*\*\*\*\*2507  
 1967 TERR LQ #\*\*\*\*\*5130

**TOTAL RESERVES**

**TOTAL ASSOCIATION CASH**

**LESS: RESTRICTED CASH (HELD FOR OTHERS)**

4300 SECURITY DEPOSIT  
 4305 SECURITY DEPOSIT-KEYS  
 4315 SECURITY DEPOSIT-PETS

**TOTAL RESTRICTED CASH (HELD FOR OTHERS)**

**NET ASSOCIATION AVAILABLE CASH AND DEPOSITS**

\* CHECKING ACCOUNT MAY INCLUDE PENDING CAPITAL EXPENSES

BEGINNING CASH BAL.-B.O.Y. 1,088,762.14

TERM	MATURES	RATE	BEGINNING BALANCE	TRANSFERS TO/(FROM)	ENDING BALANCE
01 MONTHS	09/28/2017	0.1500	107,873.52	12,560.61	120,434.13
12 MONTHS	08/30/2017	0.6500	300.00	0.00	300.00
12 MONTHS	09/30/2017	0.8000	108,173.52	12,560.61	120,734.13
12 MONTHS	10/13/2016	0.1600	106.82	0.00	106.82
12 MONTHS		0.4500	101,625.83	0.00	101,625.83
12 MONTHS		0.4990	98,665.42	0.00	98,665.42
12 MONTHS		0.5000	223.48	0.00	223.48
12 MONTHS		0.5000	148,000.00	0.00	148,000.00
12 MONTHS		0.5000	1,467.24	33,088.57	34,555.81
12 MONTHS		0.5000	33,074.85	-33,074.85	0.00
12 MONTHS		0.5000	100,608.97	42.73	100,651.70
12 MONTHS		0.5000	125.92	0.00	125.92
			483,898.53	56.45	483,954.98
			592,072.05	12,617.06	604,689.11
			25,683.00	0.00	25,683.00
			4,050.00	0.00	4,050.00
			1,250.00	-200.00	1,050.00
			30,983.00	-200.00	30,783.00
			561,089.05	12,817.06	573,906.11

----- PREPARED FOR -----  
KILAUEA AVENUE  
HONOLULU HI 96816  
ACCT. NO: 1646  
PAGE: 1

**WAIALAE GARDENS  
CASH BY INSTITUTION  
AS OF 10/31/2016**

----- PREPARED BY -----  
HAWAIIANA MANAGEMENT COMPANY, LTD.  
ACCOUNTANT: KIMBERLY TULIAO  
DATE PRINTED: 11/11/2016

BLD NUM: 1646

FISCAL BEG: 01 PAGE: 1

**CASH BY INSTITUTION:**

CASH-PETTY  
CENTRAL PACIFIC BANK  
FIRST FOUNDATION BANK  
HAWAII CENTRAL FEDERAL CU  
HAWAIIAN TEL EMPLOYEE FCU  
HOMESTREET BANK  
TERRITORIAL SAVINGS BANK

BEGINNING BALANCE	TRANSFERS TO/(FROM)	ENDING BALANCE
300.00	0.00	300.00
107,873.52	12,560.61	120,434.13
100,608.97	42.73	100,651.70
101,732.65	0.00	101,732.65
246,888.90	0.00	246,888.90
34,542.09	13.72	34,555.81
125.92	0.00	125.92
<u>592,072.05</u>	<u>12,617.06</u>	<u>604,689.11</u>

**TOTAL CASH**



**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**HOUSE RULES**  
(Effective March 27, 2007)

The primary purposes of these House Rules are to protect the structures and grounds of Waialae Gardens from damage; to protect all residents from annoyance and nuisance caused by improper use of Waialae Gardens; and to protect the reputation and desirability of Waialae Gardens by providing maximum enjoyment of the premises. These House Rules may be amended by the action of the Board of Directors of the Association of Apartment Owners of Waialae Gardens upon notice to apartment owners and opportunity to be heard.

Except as otherwise provided in these House Rules, the full authority and responsibility of enforcing said rules shall be delegated to a Managing Agent by the Board. All owners, occupants, 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 Association and its Board of Directors nor the Managing Agent shall be responsible for any non-compliance or violation of said rules by the owner, occupants, and their guests.

**I. USE**

- A. Except as otherwise provided by law, apartments shall be used for residential purposes only.
- B. An "ownership transfer form" must be signed by the assignee or purchaser of an apartment and registered with the Board of Directors or its Managing Agent before the conveyance of any apartment, any interest therein, or agreement of sale covering such apartment shall be effective.

**II. GENERAL PROVISIONS**

- A. All residents shall be registered with the Resident Manager so as to avoid confusion of trespassing, right of legal entry, or for emergency situations. Pool keys shall be issued, one per unit, at time of registration.
- B. Any activity that may cause damage to the buildings, common elements or personal property is strictly prohibited.

- C. No owner, occupant, or guest shall make any excessive noises in any building, common or limited common element, nor do anything that will interfere with the rights, comfort, and convenience of other residents. All residents shall respect the noise curfew hours: 10:00 p.m. to 7:00 a.m. daily, except Sunday, when the noise curfew shall be 10:00 p.m. Saturday night until 9:00 a.m. Sunday morning.
- D. The tone volume of radios, TV sets, stereos, telephones, recorders, musical instruments, clock alarms, etc., shall be turned down so as to avoid bothering other residents. At no time shall the noise emitting from any apartment exceed the noise controls as established by the State of Hawaii Department of Health and/or Article 3. Sections 3.100, 3.100-1, 3.100-2 Noise Regulations, Land Use Ordinance, Department of Land Utilization, City and County of Honolulu (Aug., 1997).
- E. No owner, occupant, or guest shall erect or place on any common element any building or structure, including fences, walls, radio or TV antennae, nor place any items for storage on any common element without the prior written approval of the Board. No bicycles, similar vehicles or other personal articles shall be placed or left on any common or limited common element of the project. Bicycle owners must store their bicycles in their apartments. The Association shall not be responsible for any damage to and/or theft of bicycles. Only lawn furniture and small plants shall be used on lanais and any unsightly or potentially dangerous items shall be removed upon request by the Managing Agent or Resident Manager.
- F. No clotheslines shall be erected outside of the apartment units or on any common or limited common element. No laundry shall be hung or dried outside of the apartment units. No article shall be hung externally from any door or window or placed upon the window sills of the apartment units.
- G. No vehicles or other devices shall be ridden on any portion of the project, including all stairs, walkways and lawn, other than for ingress or egress of the driveways and parking areas. Only vehicles or devices relied upon by handicapped or disabled persons for purposes of mobility shall be exempt from this provision.
- H. Washing of cars in the parking lot areas shall only be done with a bucket of water or hose with a nozzle control. No running water shall be permitted in any parking area. Personal hoses may be used but shall be provided by the resident and promptly removed upon completion. No toxic or anti-environmental solutions shall be used or allowed into the storm drains at any time. All work must be done within the assigned parking stall and shall not interfere with the convenience of other residents.

I. Trash Disposal

1. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common or limited common element of the project outside of the disposal facilities provided for such purposes by the Association. Residents shall not cause an overflow of trash from the dumpsters located at the entry to the parking lots; excess trash shall be retained at the apartment unit for next day removal. All recyclable items (newspapers, glass or aluminum items) shall be placed in the respective recycling bins provided at the Kilauea Street entry to the parking lot.
2. Association employees conduct a trash pickup Monday through Saturday mornings from the receptacles provided for each unit. There is no trash pickup on Sundays or Holidays. No more than one kitchen-sized garbage bag per unit shall be allowed per trash pickup day. Excess trash is the responsibility of each resident to deposit in the dumpsters. All trash shall be placed in plastic bags and sealed before placing in any disposal facility. Residents are responsible for their own recyclable items and for the proper clean up and disposal of pet waste. Residents are also responsible for the cleaning and replacement of the sunken trash cans behind their units.
3. Dumpsters are for daily trash only; no construction material, batteries, computers, or other toxic materials, appliances or furniture shall be placed inside or alongside these dumpsters. Removal of used appliances, furniture and/or construction material is not the responsibility of the Association. No items shall be placed on any walkway/grass area of the perimeter of the property.
4. See Resident Manager for schedule of city bulk pickup. Presently, the city picks up bulk items from Waialae Gardens on the fourth Monday of the month. Items left for bulk pickup may be placed at curbside no sooner than 6:00 p.m. the day before the city's monthly pickup day. In the event of a violation of this rule, any cost incurred by the Association for the removal of item(s) shall be charged and billed to the owner and/or resident responsible for its disposal.

J. The use of fireworks of any kind is strictly prohibited anywhere on the project.

K. No flammable oils or fluids such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed hazardous to life or property shall be stored in any apartment, attic, common or limited common element at any time.

- L. No soliciting of goods, services, or religious activities shall be permitted on the project except where specifically requested by a resident for his/her personal use. No commercial activity shall take place on any common or limited common element.
- M. No person shall be allowed to loiter in the parking lot or on the cliffs behind the units.
- N. Nothing shall be allowed, done or kept in any apartment, attic, common or limited common element which would overload or impair the floors, walls, ceilings or roofs, or cause any increase in the insurance premiums of the Association or cause cancellation or invalidation of any insurance thereof maintained by or for the Association.
- O. The Association and its Board, the Resident Manager, Managing Agent and Association employees shall not be responsible for any deliveries of personal property of residents left on common or limited common elements or doors of the units.
- P. No persons shall interfere with any of the grounds or maintenance personnel in the performance of their assigned duties. The Resident Manager is solely responsible for supervising the grounds and maintenance crews. Residents shall not perform any yard work or repairs to the common property. Direct requests for yard work or repairs to the Resident Manager to have a "job order" written, if deemed appropriate.
- Q. Signs, including "For Sale", "Open House", etc., shall be strictly regulated by the Board of Directors and enforced by the Resident Manager. Direct requests to the Resident Manager.
- R. Any lockout handled by the Resident Manager shall be charged the following fees, payable at the time of reentry:
- |  |         |
|--|---------|
| Daily between 8:00 a.m. and 5:00 p.m.:     | \$50.00 |
| Any time other than 8:00 a.m. to 5:00 p.m. | \$75.00 |
- S. Resident Manager's Office:  
1256-A Ekaha Ave., Honolulu, HI 96816  
Telephone/Fax: 737-6429 Cell: 780-3571
- Regular work hours:  
Monday, Tuesday, Thursday, Friday 7:00 a.m. – 3:00 p.m.  
Wednesday, Saturday 7:00 a.m. – 11:00 a.m.

Office hours:

Monday through Friday

7:00 a.m. to 3:00 p.m.

### **III. BUILDING MAINTENANCE AND REPAIR**

- A. All of the common elements, including but not limited to the exterior surfaces of the buildings, doors, walkways, and grounds, shall be used and decorated only as permitted by the Board. No alteration, installation or change of any nature whatsoever shall be effected to the exterior surfaces of the buildings, including lanais, without the written approval of the Board. Alterations, installations and changes requiring Board approval include, but are not limited to, the installation or replacement of screen doors, the installation or replacement of air conditioning units, and the installation or replacement of lanai fences (for 3-bedroom townhouse units). Requests for approval of the installation or replacement of screen doors, air conditioning units and lanai fences shall be made on and in accordance with the requirements of the pertinent Applications, as may be amended from time to time. A copy of the current version of the pertinent Applications is attached to these Rules, and may be obtained from the Resident Manager or downloaded and printed from the Waialae Gardens web portal <http://aoaoweb.hmcmgt.com/Aloha-&-Welcome-to-Waialae-Gardens!!!~48688~11742.htm> (under "Resource Center" tab, Governing Documents). Other requests for approval of alterations, installations, and changes to the exterior surfaces of the buildings shall be made to the Board in writing. The Board will approve or deny all requests in writing, and may place any conditions on its approval it deems appropriate, including that the approval applies solely to the current owner or tenant.
- B. The Association shall be responsible for the repair and maintenance of the exterior surfaces of the buildings and interior common elements. Where said exterior surfaces and interior common elements, walkways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any owner, occupant, or guest, then the owner of such unit shall be responsible to the Association for the prompt payment of the cost of the repairs. The Association shall be responsible for the repair of damage caused by breaks in the main utility lines. The maintenance and upkeep of interior apartment unit doors and of the interior portions of entry doors are not the responsibility of the Association.
- C. In determining whether the Association or unit owner is responsible for particular repairs, the Board shall be guided by and conform to the Policy for Responsibility for Common Element Repairs, a copy of which is reproduced below in Section X.

- D. Requests for exterior repairs and maintenance shall be submitted in writing to the Managing Agent, who shall determine whether the requested repair or maintenance is necessary and reasonable. Any decision of the Managing Agent may be appealed to the Board in writing within ten (10) days following the Managing Agent's decision.
- E. It is the responsibility of the respective apartment owners to maintain their apartments and the equipment and fixtures therein located, including replacement and upkeep of screens, jalousies and frames, in such manner as not to cause damage to other apartments or the common elements or to interfere with the rights or enjoyment to which other residents are entitled.
- F. The Resident Manager and maintenance personnel shall not do any work within any apartment without the consent of the Board of Directors or the Managing Agent, except that if a repair is within the responsibility of the Association and an emergency situation exists, the Resident Manager is authorized to proceed with necessary repair work, and shall report such emergency repair work to the Managing Agent and the Board at the first reasonably available opportunity.
- G. Notwithstanding anything to the contrary contained in these House Rules, handicapped or disabled persons shall be:
  - 1. Permitted to make reasonable modifications to their apartments or the common or limited common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments or the common or limited common elements. These modifications shall be within the Uniform Federal Accessibility Standards.
  - 2. Allowed reasonable exemption from these House Rules, when necessary to enable the use and enjoyment of their apartments or the common or limited common elements, provided that any handicapped or disabled person desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason(s) to make such modifications or be granted such an exemption. The Board of Directors shall issue its decision within forty-five (45) days of receipt of such requests.

#### **IV. PARKING AND PARKING STALLS**

- A. Each resident shall park his/her vehicle(s) only within the marked parking stall(s) assigned to his/her apartment unit. Only one (1) vehicle per stall

shall be parked in an assigned stall, except that a moped or motorcycle may be parked in a stall in addition to a vehicle so long as the vehicle and moped or motorcycle do not extend beyond the length or breadth of the parking stall. mopeds shall be secured with effective locking mechanisms. Residents' vehicles, mopeds and motorcycles shall be registered with the Resident Manager. See Resident Manager for information. The Association shall not be responsible for any damage to and/or theft of vehicles, mopeds or motorcycles on the project.

- B. No bicycles, mopeds, or motorcycles shall be ridden or parked on any walkway, stairs, or lawn.
- C. There is no guest parking area provided on the project. Vehicles of guest(s) shall be properly parked within the marked stall(s) assigned to the apartment unit they are visiting. Vehicles unauthorized or improperly parked shall be promptly towed away at vehicle owner's or operator's expense. The Resident Manager shall remove vehicles unauthorized or improperly parked on common or limited common elements. Owners of assigned stalls shall be responsible for removal of unauthorized or improperly parked vehicles if parked in assignee's stall.
  - 1. No resident or guest parking shall be permitted in the "No Parking", "Delivery", or "Emergency" zones at any time. Vehicles improperly parked in these zones shall be promptly removed.
  - 2. As of June 1, 1999, the Board of Directors of Waialae Gardens AOA has approved the use of the ROAMING TOW SERVICE of Ace Towing Company to remove any vehicle(s) illegally parked on the property.
- D. Abandoned Vehicles
  - 1. Any abandoned vehicle parked on the project shall be removed by the owner upon written notice to the owner from the Managing Agent. Such notice shall state the identity and location of the vehicle and the Board's intent to sell, store, donate, or dispose of the vehicle. Notification shall be by certified mail and request for return receipt to the owner's address as shown on the records of the Association or to an address designated by the owner for the purpose of notification or, if neither of these is available, to the owner's last known address.
  - 2. If the identity or address of the owner is unknown, the Board shall first advertise the sale, donation, or disposition at least once in a daily paper of general circulation within the circuit in which the vehicle is located.

3. Sixty (60) days after the original notice is sent or published, the abandoned vehicle shall be disposed of in accordance with Section 514B-139, Hawaii Revised Statutes.
  4. Even though the Association is entitled to remove abandoned vehicles from the project, it is not required to take any action to remove abandoned vehicles parked in stalls assigned to apartment units.
- E. Vehicles parked on the project shall not be used for storage. Each vehicle shall have a current safety check and license tag/registration, and be roadworthy.
  - F. Vehicles with protruding lumber, ladders, frames, etc., that extend beyond the length or breadth of the vehicle shall not be permitted in the parking stalls.
  - G. Parking stalls shall be kept clean of grease, oil, or other solvents that may destroy the integrity of the surface of the parking lot and which may create a slip and fall hazard. If the stall has not been cleaned within seven (7) days of notification of a violation of this provision, the Association shall clean the area and the assignee/owner of the stall be charged and billed for any expenses incurred. Repairs shall be limited solely to emergency jump starts and flat tire repairs. No other repairs shall be permitted in the parking lot.
  - H. All residents and guests shall respect the speed limit of 5 MPH when operating any vehicle on the property, as well as ingress and egress of the property. Speeding is strictly prohibited.

**V. LAMPS AND LIGHTS**

- A. Residents shall promptly adhere to requests by the Managing Agent or Resident Manager concerning the use of lights which affect the peace and enjoyment of other residents.
- B. Replacement or repair of walkway and parking lot lamps shall be done by the Resident Manager. Removal, decoration or destruction of any project lamp is strictly prohibited.

**VI. SWIMMING POOL**

- A. The pool shall be for the exclusive use of the residents and their guests. When more than two guests are invited by the resident to use the pool



facilities, the resident shall register the guests with the Resident Manager before use of the pool. Residents must accompany guests at the pool at all times.

- B. Residents and guests using the pool area shall be responsible for the removal of all articles brought in by them, including towels, books, magazines, newspapers, and trash, at the time they leave this area. Resident(s) and guest(s) shall remove and clean up any liquid spills, including, but not limited to: refreshments, sun tan oils/lotions, and/or medication.
- C. Vehicles or wheeled devices used for recreational or amusement purposes shall not be permitted in the pool area. Vehicles or devices relied upon by handicapped or disabled persons for mobility shall be exempt.
- D. Surfboards, scuba gear, or any other object potentially dangerous to other people or likely to cause damage to the pool or deck shall not be permitted in the pool or pool area. Throwing of any object whatsoever into the pool or in the pool area is prohibited.
- E. Glass containers are strictly prohibited in the pool area.
- F. Running, pushing or scuffling shall not be permitted around the pool. Diving or splashing of water other than that accompanying normal swimming shall not be permitted.
- G. Yelling or shouting shall not be permitted in the pool or pool area.
- H. Showers shall be taken before entering the pool. Suntan lotion or any other oily solution shall be removed before entering the pool.
- I. Any person having any disease classified by the medical community as communicable through casual contact shall be discouraged from using the pool to ensure the safety of others.
- J. Spitting, blowing of the nose, or release of any other body excretions within the pool is strictly prohibited.
- K. No person who is not a competent swimmer shall be permitted in the pool or pool area without the supervision of a competent swimmer. No competent swimmer shall supervise more than one incompetent swimmer at the same time.
- L. Because there is no lifeguard on duty, the Association shall not be responsible for any injuries (including death), harm or damages to any

person entering the pool area or using the pool and pool facilities. Unit owners shall defend, indemnify and hold the Association harmless from any claims or causes of action of any nature arising out of or related to the entering of the pool area or the using of the pool and pool facilities by the unit owner, the owner's family or others living in the unit with the owner, the owner's guests, or the owner's designee, such as tenants and the tenants' guests.

- M. Climbing over the fence to enter or exit the pool area is strictly prohibited.
- N. All users of the pool and pool area shall be attired in a manner appropriate for a facility utilized by families; nude or semi-nude sunbathing or swimming and the wearing of thong swimwear is strictly prohibited. Swimmers with long hair shall tie up their hair or use swimming caps at all times to prevent damage to the pool filter system.
- O. Pets are prohibited in the pool and pool area. Assistance animals depended upon by handicapped or disabled persons shall be exempt.
- P. All residents and guests shall comply promptly with requests by the Managing Agent or Resident Manager concerning matters of personal conduct in and about the pool area.
- Q. Access to the pool shall be by pool key only. Only one key shall be issued to each unit. Replication of pool keys is strictly prohibited. See the Resident Manager for replacement of lost keys; a \$50.00 fee will apply.
- R. Smoking is strictly prohibited in the pool area.
- S. The pool shall not be used between 10:00 p.m. and 7:00 a.m. daily. The noise curfew shall be observed at all times.

## **VII. GUESTS**

- A. Residents shall be responsible at all times for the conduct of their house guests. Any resident who is requested by the Managing Agent or Resident Manager to take action regarding his/her own conduct or that of his/her guests shall promptly comply therewith.
- B. Any and all guests shall abide by the same By-Laws and House Rules as the residents of Waialae Gardens.

## **VIII. PETS**

- A. Residents may keep one (1) dog or one (1) cat or a pair of small birds in their apartments subject to the conditions and restrictions set forth below. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in the project.
- B. Pet Registration
  - 1. A pet owner must complete and return a Pet Registration Form to the Resident Manager prior to any pet occupying the apartment. Forms are available from the Resident Manager or use Appendix H.
  - 2. If a pet is either a dog or cat, a current photograph is required and must be attached to the application.
  - 3. If a tenant wishes to have a pet, written permission from the owner/landlord is required and shall be included with the Pet Registration Form. Owners are responsible to inform tenants of the Rules related to pets and are responsible for any damages and liability caused by a tenant's pet.
  - 4. The Rules related to pets apply to all current pets.
- C. Restrictions
  - 1. Pets shall be confined to their respective apartments and must not be unattended in any common area.
  - 2. Pets shall not be kept or used therein for any commercial purpose.
  - 3. Pets shall not be allowed on any common or limited common element except in transit when carried or, in the case of a dog, on a leash. Persons who walk or transport pets shall be responsible at all times for promptly cleaning up any waste or mess created by their pet(s) on any common or limited common element of the project and discarding securely bagged pet droppings.
  - 4. Feral animals and feeding of feral animals are prohibited on the project. Any feral animal found on the project shall be promptly removed by the Resident Manager or maintenance personnel.
  - 5. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior are: Pets that make noise continuously and/or incessantly for 10 minutes or intermittently for ½ hour or more, disturbing any person

at any time of day or night; animals allowed to roam free; animals that are leashed but that exhibit aggressive or vicious behavior; and pets that are conspicuously unclean or parasite-infested.

- D. Residents shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever concerning any such pet(s) on the project.
- E. Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, certified guide dogs, signal dogs, or other animals upon which handicapped or disabled persons depend for assistance shall be permitted to be kept on the project and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners. This exception shall also apply to certified guide dogs, signal dogs, or other animals depended upon by handicapped or disabled guests of residents.
  - 1. If a certified guide dog, signal dog, or other animal owned by a handicapped or disabled person causes a nuisance or creates an unreasonable disturbance, the owner thereof shall be given a reasonable opportunity to rectify the problem. Removal of such an animal is required only if the Board determines that less drastic alternatives have been unsuccessful. The animal shall be allowed to remain on the project for a reasonable period of time while the owner thereof finds a suitable replacement animal, provided that the problem is controlled to a sufficient degree that its continued presence during the interim period does not constitute an unreasonable imposition upon other residents.

**IX. ADDITIONAL HOUSE RULES PERTAINING TO THE HIGH RISE BUILDING**

- A. All plants shall be placed in containers to prevent dripping of water or soil onto other apartments or common or limited common elements. Care shall be taken in scrubbing lanais to prevent water from running down the exterior of the building.
- B. No barbecuing or open flames of any type shall be allowed on the lanais or entrance balconies of the building.
- C. No storage frames, lockers or any item which can create an unreasonable load on the lanai shall be permitted. Only light lawn furniture and small plants shall be permitted on the lanais.

- D. No flammable oils or fluids such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed hazardous to life or property shall be stored in storage lockers.
- E. All personal items shall be stored within the storage lockers. No item shall be stored outside of these lockers at any time.
- F. No towels, clothes, or other items shall be hung on or from railings or lanais at any time.

**X. POLICY FOR RESPONSIBILITY FOR COMMON ELEMENT REPAIRS**

This policy was based on the (a) Restated Declaration of Condominium Property Regime of Waialae Gardens (April 3, 1991); the (b) Restated By-Laws of the Association of Apartment Owners of Waialae Gardens (March 28, 1991); the (c) Dames & Moore report (1974); "Soils and Foundation Investigation – Waialae Gardens Condominium Apartment Buildings, Honolulu, Oahu, Hawaii", the (d) "Memorandum" from Walter Lum, consulting engineer, to Thomas Sullivan, resident manager of Waialae Gardens (March 11, 1994) and (e) an opinion of counsel by the Law Corporation of Love Yamamoto & Motooka (October 24, 1996). This policy shall pertain to any and all such repairs to the common elements as described in the afore mentioned documents.

The Declaration identifies those portions of the property which constitute the common elements, and which are part of the apartments. Paragraph A.1. (c) provides as follows in defining the extent of the apartments:

(c) The Apartment in both the first and second increments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, interior load-bearing walls or party walls, the floors and ceilings surrounding each apartment or any pipes, shafts, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include the adjacent lanai (if any), all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein including refrigerator, built-in-range-oven, water heater, garbage disposer and washer-dryer.

Declaration: Paragraph A.2. provides, in pertinent part, as follows in defining the common elements.

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

- (a) Said land in fee simple;

- (b) All foundations, floor slabs, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, corridors, lobbies, storage rooms of said buildings;
- (c) All yards, grounds, landscaping, mail boxes, refuse facilities, walkways and swimming pool;

The Board shall apply the foregoing definitions on a case-by-case basis to each of the areas at Waialae Gardens in need of repair to determine whether the Association or the apartment owner is obligated to perform and pay for such repair. This policy shall then provide the following:

- A. The apartment owner shall be responsible for repairing or restoring interior paint and other finished surfaces within the apartment. The apartment owner shall also be responsible for repairing non load-bearing walls (including the sheet rock, etc.), interior doors, built-in cabinets, if any, cabinets, and all fixtures.
- B. The Association shall be responsible for repairing building foundations, the perimeter walls (including the exterior of the buildings), interior load-bearing and party walls (but not the finished surfaces of such walls).

By way of example, should a portion of the sheet rock of a non load-bearing interior wall be damaged, the apartment owner shall pay for all repairs. However, should the sheet rock or hollow-tile of a load-bearing wall be damaged, the Association shall pay to restore the sheet rock or hollow-tile, as the case may be. The Association shall also restore the exterior of the wall (the exterior of the building), should the wall be a perimeter wall. However, the apartment owner shall restore the interior surface of the wall, such as the paints or wallpaper, as the case may be.

Next be it that one of the duties of the Board is to preserve and protect the owners' investments, then the Board must exercise discretion to the extent of the repairs it undertakes. The Board need not correct the underlying condition (soil movement) causing structure distress to the building; rather, the Board need only to repair and restore the common elements. Where the Board's expert consultants have concluded that safety is not an issue and the structural integrity of the building is not in jeopardy, repairs which reasonably stabilize the settlement are sufficient to fulfill the Board's obligation under the documents. Repair solutions that completely eliminate all future movement are not necessary. This is especially true given the difficult situation that exists at Waialae Gardens, where the distress to the buildings may well continue into the indefinite future due to the shrinking of the adobe soil underlying the property. This policy shall then provide the following:

- A. When settlement may have stabilized on its own and the only problem with a wall may be cracking that does not affect structural integrity or safety, then patching the wall to mask the cracks will fulfill the Board's duties under the project documents.
- B. If the cracking is the result of continuing settlement, the Board shall pursue a repair that will stabilize the condition to a reasonable degree. The Board shall be guided by what is in the long term interest of the Association. The Board shall confer with expert and/or reputable consultants for a course of action, as the case may be.

**XI. ENFORCEMENT OF DECLARATION, BY-LAWS, AND HOUSE RULES**

- A. Exemptions. Requests for exemptions from the application of these House Rules shall be made to the Board in writing. The Board will approve or deny all requests in writing, and may place any conditions on its approval it deems appropriate, including that the approval applies solely to the current owner or tenant.
- B. Violations. Fines for violations of the Declaration, By-Laws or House Rules of Waialae Gardens shall be imposed on apartment owners in accordance with the Resolution of the Board of Directors of the Association of Waialae Gardens Adopting a Schedule of Fines for Violations of the Declaration, By-Laws, and House Rules – January 1, 1996, attached as Appendix E, as modified herein.
- C. Notice of Violation. If an owner, or tenant, guest, family member, agent or employee of the owner violates the Declaration, By-Laws or House Rules, a Notice of Violation shall be issued to the owner of the unit setting forth:
  - 1. The nature of the violation;
  - 2. The date of the violation;
  - 3. The apartment number;
  - 4. The name of parties involved, if known;
  - 5. The corrective action that must be taken, if any, and the time within which the corrective action must be taken;
  - 6. Whether the violation is the first, second, third, etc. violation of the particular rule at issue;
  - 7. The fine that will be imposed for the violation following an opportunity to be heard.If the owner of the apartment is not the occupant, a copy of the Notice of Violation shall also be delivered to the occupant; however, the owner shall be responsible for payment of any fines imposed.
- D. Request for Hearing on Notice of Violation. Within 30 days of the date of the Notice of Violation, the owner, occupant, or other offender may

request an opportunity to be heard on the Notice by submitting to the Board, in writing, a request for a hearing. The request must include a copy of the Notice of Violation, a statement of the facts relating to the violation, the names and addresses of any witnesses, copies of any proposed exhibits, and the nature of the relief requested, e.g., rescission of the Notice of Violation, or reduction or suspension of the fine. The Board shall notify the requestor of the date upon which the request for hearing will be considered by the Board, and the requestor may appear at said Board meeting or may rely upon his or her written submissions.

- E. Imposition of Fines. If a request for hearing is not received within 30 days of the date of a Notice of Violation, the amount of the fine set forth in the Notice of Violation shall be levied against the apartment. If a request for hearing is received, then a fine shall be imposed only as directed by the Board after the hearing. The Board may rescind a Notice of Violation, or may reduce, suspend, or cancel any fine in its discretion.
- F. Amount of Fines. The amount of fines that shall be levied against a unit after the delivery of a Notice of Violation and an opportunity to be heard are as follows:
- |                                      |          |
|--------------------------------------|----------|
| 1. First violation:                  | \$25.00  |
| 2. Second violation:                 | \$50.00  |
| 3. Third violation:                  | \$75.00  |
| 4. Fourth and subsequent violations: | \$100.00 |
- G. Collection of Fines. Fines levied against a unit shall be paid within 30 days of the levy. Unit owners should carefully review the Policy on Deduction and Application of Portions of Common Expense Payments to Unpaid Late Fees, Legal Fees, Fines and Interest, a copy of which is set forth in Appendix F.
- H. The Resident Manager may, in his discretion, issue a Warning rather than a Notice of Violation for a first-time violation of a provision of the Declaration, By-Laws or House Rules. The Warning shall be issued to the owner of the unit setting forth:
1. The nature of the violation;
  2. The date of the violation;
  3. The apartment number;
  4. The name of parties involved, if known; and
  5. The corrective action that must be taken, if any, and the time within which the corrective action must be taken.
- If the owner of the apartment is not the occupant, a copy of the Warning shall also be delivered to the occupant. If the required corrective action is not taken within the time stated in the Warning, a



Notice of Violation shall be issued in accordance with Paragraph C, above, and all provisions relating to Violations and Fines shall thereafter apply.

NOTHING CONTAINED IN THESE RULES SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OR THE MANAGING AGENT FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY APARTMENT OWNER.

#### APPENDICES

The following documents are attached to and made a part of these House Rules:

Appendix A. Screen Door Installation Application

Appendix B. Air Conditioner Installation Application – Townhouse Units

Appendix C. Air Conditioner Installation Application – High Rise Units

Appendix D. Lanai Fence Installation Application (3-Bedroom Townhouse Units)

Appendix E. Resolution of the Board of Directors of the Association of Waialae Gardens Adopting a Schedule of Fines for Violations of the Declaration, By-Laws, and House Rules – January 1, 1996

Appendix F. Policy on Deduction and Application of Portions of Common Expense Payments to Unpaid Late Fees, Legal Fees, Fines and Interest

Appendix G. Guidelines on Solar Energy Devices

Appendix H. Pet Registration Form

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Screen Door and Security Door Installation Application**

Note: Every unit owner desiring to install or replace a screen door or security door on the front or rear of their unit must first apply for and obtain approval of the Board of Directors. Application shall be made by submitting this form, properly filled out, to the Resident Manager. (House Rules III.A)

I/we, the undersigned, hereby request permission to install a screen door or security door on the FRONT or REAR (circle appropriate choice(s)) of APARTMENT NO. \_\_\_\_\_ of Waialae Gardens.

The door to be installed will be as follows:

Type (circle one):    Security

or

Screen:            Wood            Metal

Door color: \_\_\_\_\_

I/we affirm that:

1.      Installation of the door will be made in compliance with the By-Laws of Waialae Gardens;
2.      Installation of the door will be made in accordance with any plans and specifications approved by the Trustees of Bishop Estate;
3.      Installation, repair, maintenance and removal of the door will be made in accordance with the Policy on Screen and Security Doors adopted by the Board of Directors; and
4.      Repairs and maintenance of the door and trim shall be my/our responsibility.

Owner (print full name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Board of Directors

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Policy on Screen and Security Doors**

This policy addresses the installation or replacement, repair, maintenance and removal of doors used on the outside of front and back entrance doors. These doors are of two types: screen doors and security doors. These doors are supplemental to the normal entrance doors, and specific requirements and guidelines for each are set forth below. If an owner chooses one of these door supplements, s/he must abide by the below requirements and guidelines. An owner may only use one of these types of supplemental doors on the entrances (i.e., s/he cannot install a screen door AND a security door on any one entrance).

New and existing screen doors and security doors and the installation, replacement, repair, maintenance, or removal thereof must adhere to the following requirements and guidelines:

**Board Approval Required for Installation or Replacement**

- **Screen doors and security doors** shall not be installed or replaced without the approval of the Board. In order to seek approval, an owner shall submit a Screen Door and Security Door Installation Application to the Resident Manager.
- Owners are encouraged to obtain approval for the doors they intend to install prior to making any purchases to avoid incurring costs for non-compliant doors that will not receive approval.

**Material, Style and Color**

- **Screen doors** must be made of wood or metal (e.g., aluminum, anodized steel, etc.).
- **Security doors** must be made of metal (e.g., wrought iron).
- **Screen doors and security doors** must be compatible with the existing architecture of the unit.
- **Screen doors** made of wood must be painted in a manner consistent with the current paint scheme of the unit.
- **Screen doors and security doors** made of metal must be one of the following colors: dark bronze, dark brown, black, white, or beige.
- **Screen doors and security doors** that do not meet the above requirements must be removed or replaced.

### Door Fitting

- **Screen doors and security doors** should be properly sized in a manner consistent with the doorway entrance. Modification to the doorway width in order to accommodate the door is not acceptable and will be deemed a violation of the House Rules and By-Laws. If the height of the screen door or security door is shorter than the height of the doorway entrance, (1) the door must be plumb with the bottom of the doorway entrance, and (2) a piece of wood up to 4" in height made to fit in the opening above the door must be used (this piece of wood must also be painted consistent with the color of the door and the doorway entrance). Screen doors and security doors not in compliance with these requirements must be replaced or removed.

### Termite Treatment

- All wood doors and all framing and trim for wood or metal doors must be completely termite treated.

### Door Maintenance, Repair and Removal

- Owners assume responsibility for the maintenance and repair of **screen doors and security doors**. Screen doors or security doors that are in disrepair (e.g., rust, torn screens, cracking, falling apart) must be repaired, replaced, or removed.
- Owners assume responsibility for the maintenance and repair of the unit affected by the installation, repair, replacement or removal of **screen doors and security doors**. By way of example only, repairs required to door jambs and the outside of the unit if a door is replaced or removed are the responsibility of the owner (e.g., repairing splintered wood, filling in drilled/nailed holes, and repainting).

### Emergencies

- In the event a screen door or security door is damaged by events outside the control of the owner or occupant (e.g., weather-related damage or break-in), an owner may temporarily utilize a non-compliant screen door or security door. However, s/he must notify the resident manager as soon as practicable of the use of the non-compliant temporary door, and thereafter install a compliant door within 30 days of the damage, or such further time as the Board may approve.

Note: This policy was adopted by the Board of Directors of the Association of Apartment Owners of Waialae Gardens on February 27, 2007.

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Air Conditioner Installation Application – Townhouse Units**

Note: Every townhouse unit owner desiring to install or replace an air conditioner must first apply for and obtain approval of the Board of Directors. Application shall be made by submitting this form, properly filled out, to the Resident Manager. (House Rules III.A)

I/we, the undersigned, hereby request permission to install an air conditioner in  
APARTMENT NO. \_\_\_\_\_ of Waialae Gardens.

\_\_\_\_\_ We propose to install the air conditioner in the following location (see attached sheet):

Two-bedroom Units:

- 1A Bottom corner of louver window in living room area next to front door
- 1B Rear bedroom upstairs in opening provided near floor level

Three-bedroom Units:

- 2A Bottom corner of louver window in living room area next to sliding glass door
- 2B Bottom of louver window in dining room area next to rear door
- 2C Rear bedroom in opening provided near floor level

OR

\_\_\_\_\_ We propose to install a Split Air Conditioning Unit, and the Unit will be installed only in such location(s) as approved by the Board and as approved by Bishop Estate (if Bishop Estate requires approval).

I/we affirm that installation will be completed in compliance with the By-Laws of Waialae Gardens and the following requirements:

1. Installation will be made in accordance with plans and specifications approved by the Board of Directors and the Trustees of Bishop Estate;
2. Installation must be done so as to cause no damage to the structure;
3. The color of the exterior cover must match the surrounding color scheme;
4. Upon removal, the structure must be restored to its original condition, or better, at owner's expense;
5. Repairs and maintenance shall be the responsibility of the apartment owner; and

6. If it is necessary to remove the air conditioner to do maintenance work, as determined by the Board of Directors in its discretion, then the owner shall remove it and replace it at the owner's expense.

Owner (print full name): \_\_\_\_\_

Signature: \_\_\_\_\_

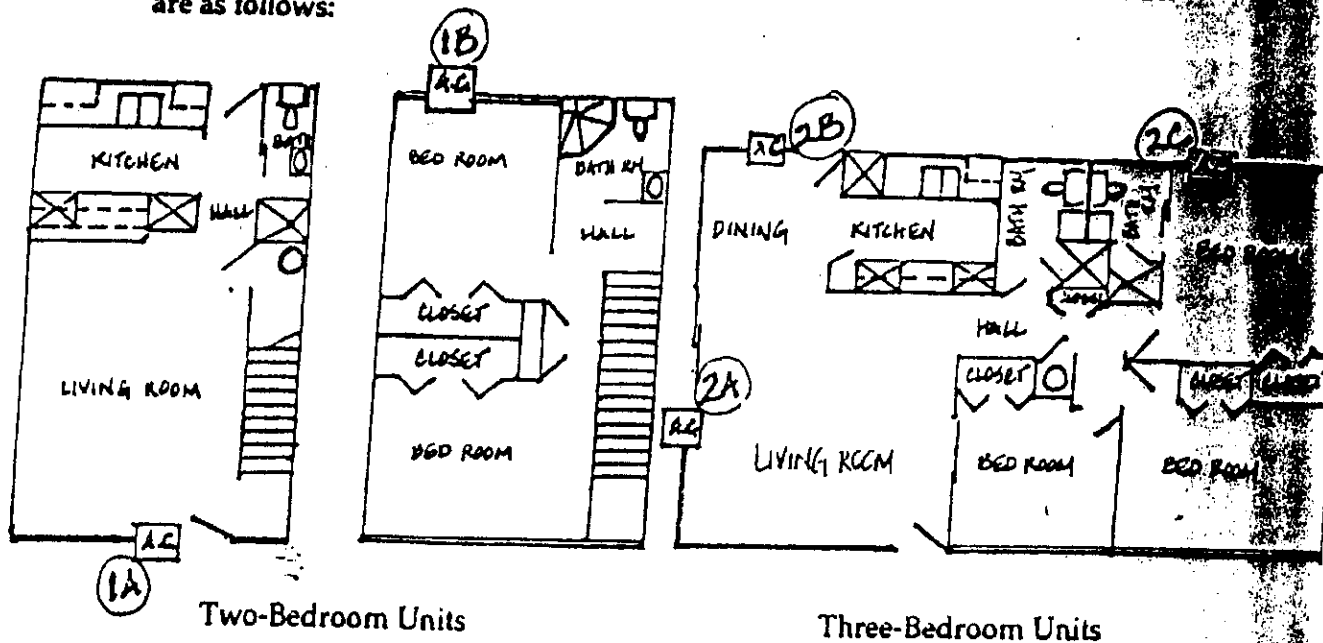
Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

President, Board of Directors

Appendix The approved locations for air conditioners for the townhouse units are as follows:



Please identify the proposed location by number shown below: \_\_\_\_\_

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Two-Bedroom Units:

- 1A Located at bottom corner of louver window in living room area next to front door.
- 1B Located in rear bedroom upstairs in opening provided near floor level.

Three-Bedroom Units:

- 2A Located at bottom corner of louver window in living room area next to sliding glass door.
- 2B Located in bottom of louver window in dining room area next to rear door.
- 2C Located in rear bedroom in opening provided near floor level.

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Air Conditioner Installation Application – High Rise Units**

Note: Every high rise unit owner desiring to install or replace an air conditioner must first apply for and obtain approval of the Board of Directors. Application shall be made by submitting this form, properly filled out, to the Resident Manager. (House Rules III.A)

I/we, the undersigned, hereby request permission to install an air conditioner in  
APARTMENT NO. \_\_\_\_\_ of Waialae Gardens.

\_\_\_\_\_ We propose to install the air conditioner in the following location (see attached sheet):

One-bedroom Units:

- 1A Bottom corner of louver window in living room area at lanai
- 1B Bottom of louver window in bedroom wall

OR

\_\_\_\_\_ We propose to install a Split Air Conditioning Unit, and the Unit will be installed only in such location(s) as approved by the Board and as approved by Bishop Estate (if Bishop Estate requires approval).

I/we affirm that installation will be completed in compliance with the By-Laws of Waialae Gardens and the following requirements:

1. Installation will be made in accordance with plans and specifications approved by the Board of Directors and the Trustees of Bishop Estate;
2. Installation must be done so as to cause no damage to the structure;
3. The color of the exterior cover must match the surrounding color scheme;
4. Upon removal, the structure must be restored to its original condition, or better, at owner's expense;
5. Repairs and maintenance shall be the responsibility of the apartment owner; and
6. If it is necessary to remove the air conditioner to do maintenance work, as determined by the Board of Directors in its discretion, then the owner shall remove it and replace it at the owner's expense.

Owner (print full name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

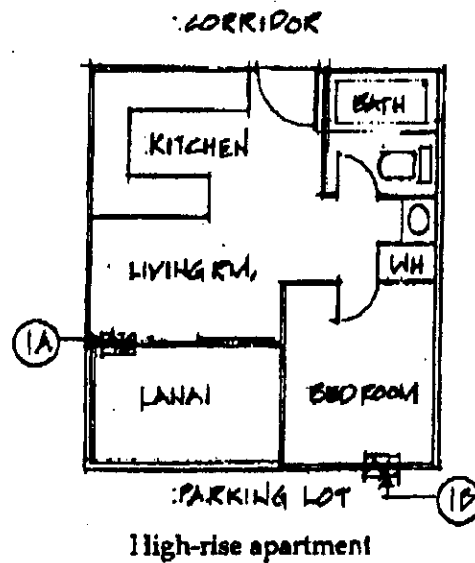
Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

President, Board of Directors



**Appendix:** The approved locations for air conditioners for the high-rise apartments are as follows:



Please circle the proposed location in black ink. Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**One-Bedroom Units:**

- 1A Located at bottom corner of louver window in living room area at lanai.
- 1B Located at bottom of louver window in bedroom wall.

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Lanai Fence Installation Application – Three-Bedroom Units**

Note: Every owner of a three-bedroom (townhouse) apartment desiring to install, remove or replace a lanai fence must first apply for and obtain approval of the Board of Directors. Application shall be made by submitting this form, properly filled out, to the Resident Manager. (House Rules III.A)

I/we, the undersigned, hereby request permission to install/replace/remove (circle one) a lanai fence for APARTMENT NO. \_\_\_\_\_ of Waialae Gardens.

I/we affirm that installation/removal will be completed in compliance with the By-Laws of Waialae Gardens and the following requirements:

1. Installation will be made in accordance with plans and specifications approved by the Board of Directors and the Trustees of Bishop Estate;
2. Installation/removal must be done so as to cause no damage to the structure;
3. Owner shall be responsible for complying with any building requirements of the City and County of Honolulu;
4. Repairs and maintenance shall be the responsibility of the apartment owner; and
5. A nominal fee shall be charged for plans and/or specifications.

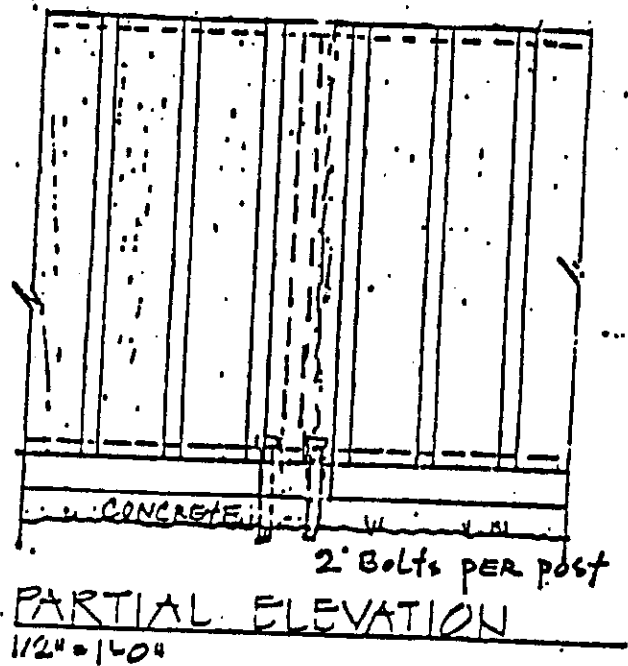
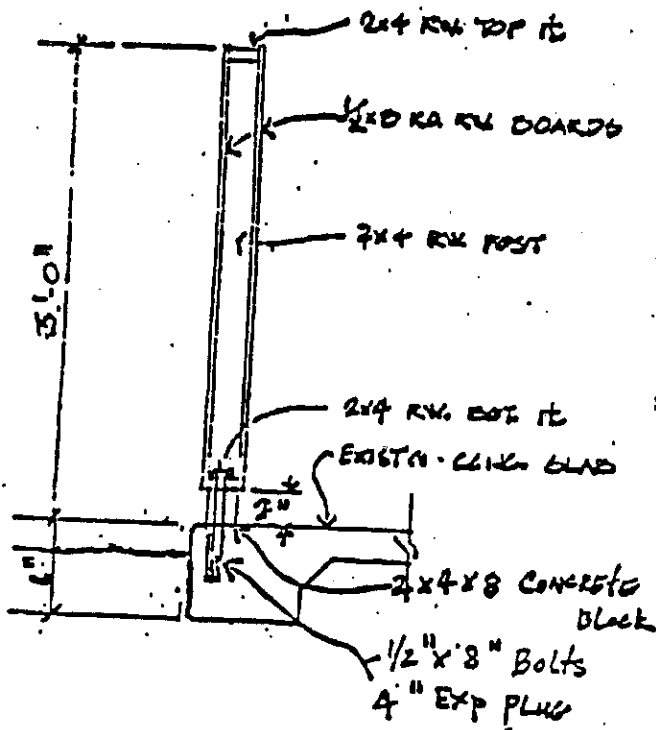
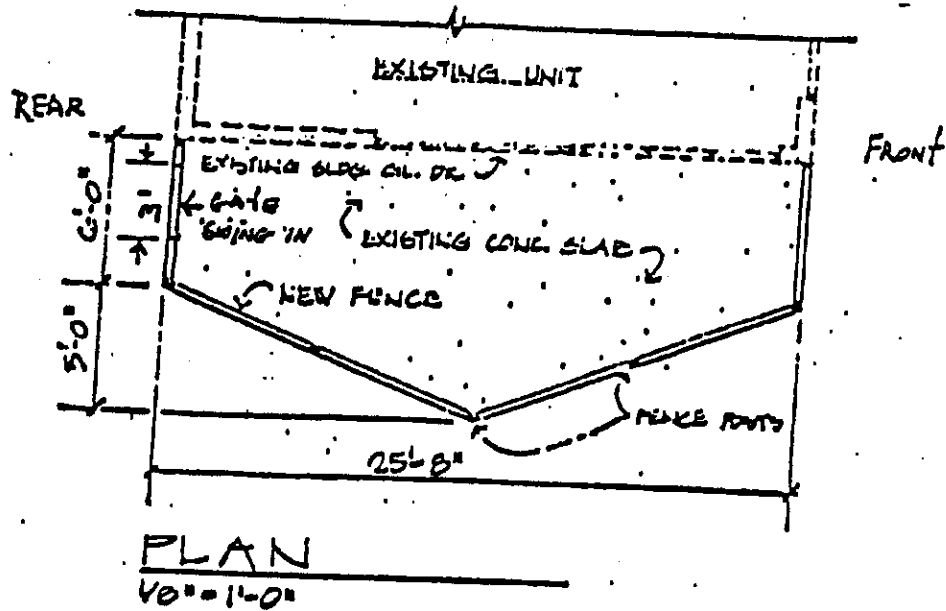
Owner (print full name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

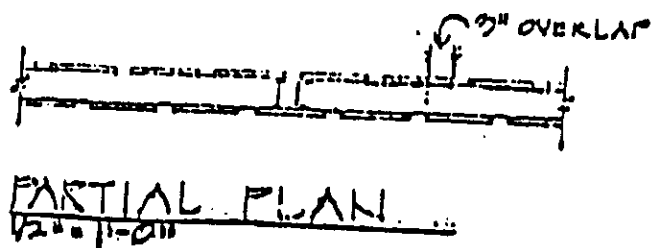
President, Board of Directors

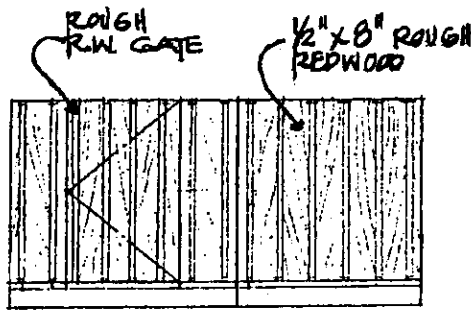
# TYPICAL FENCE DETAILS



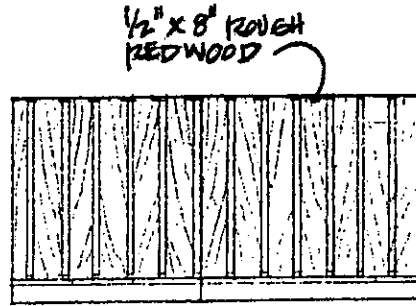
SECTION

1/2" x 10'-0"

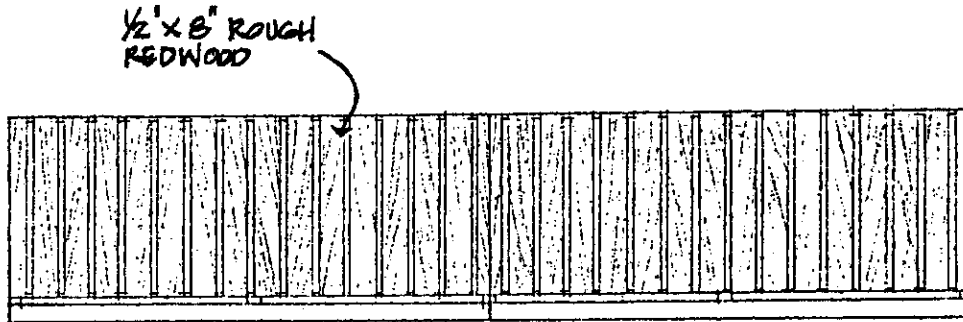




REAR



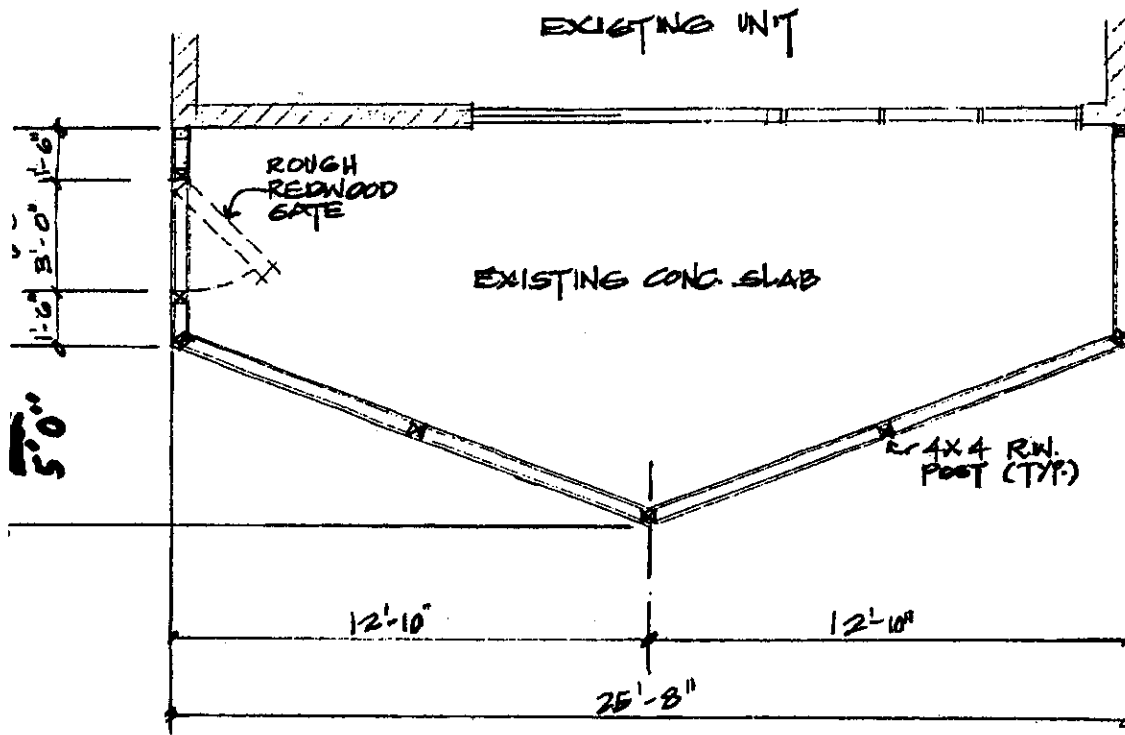
FRONT

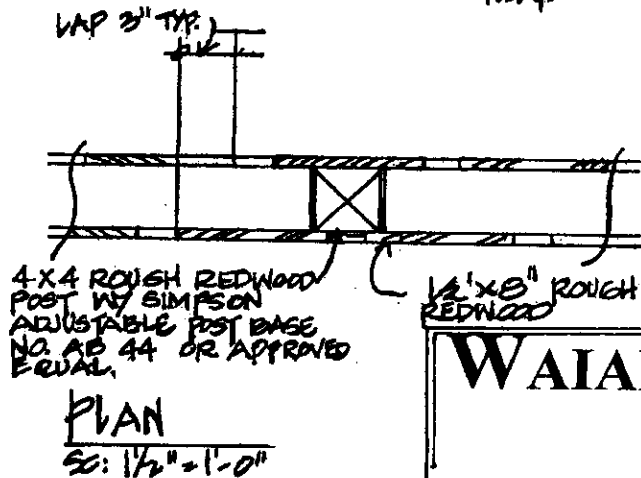
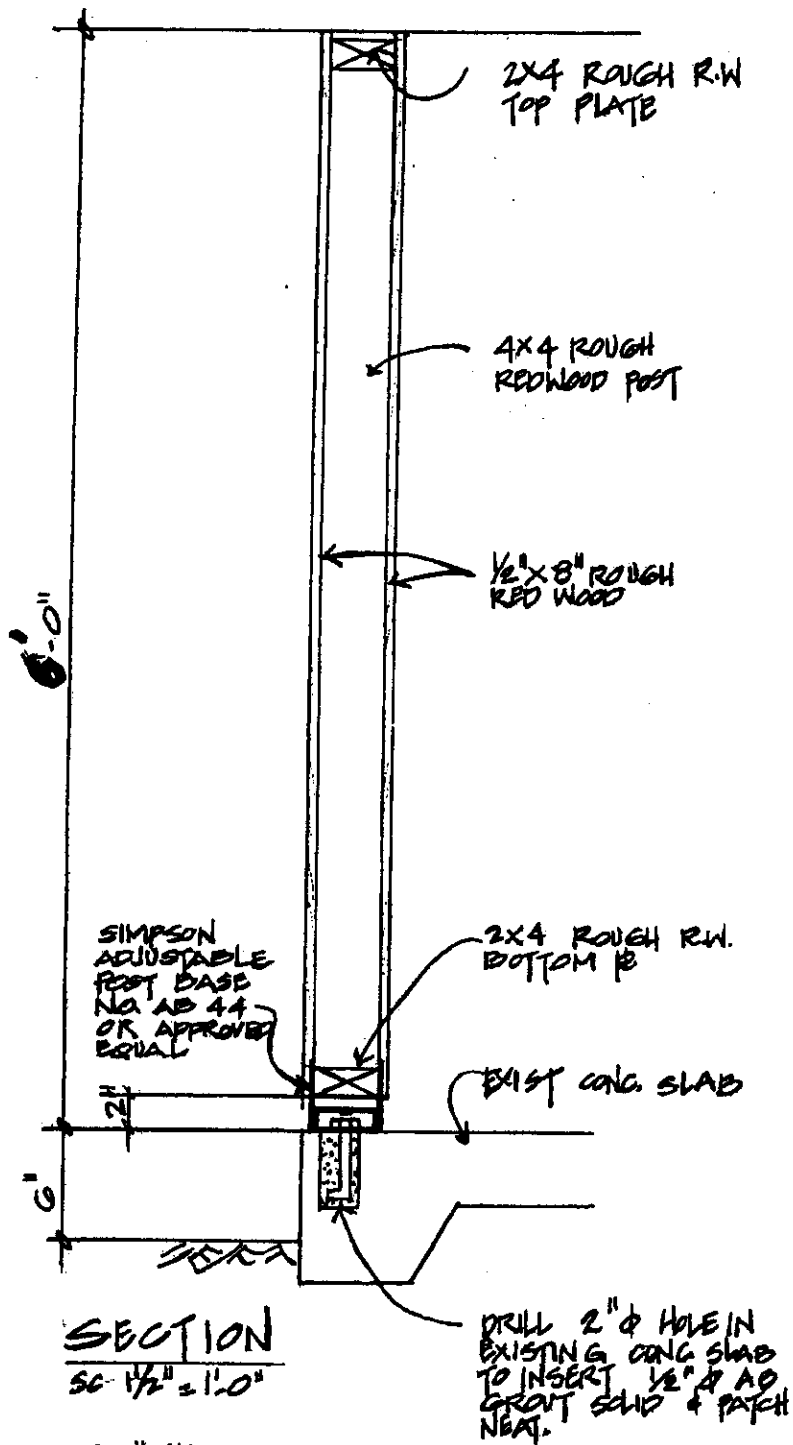


SIDE

EXTERIOR ELEVATION

SC = 1/4" = 1'-0"





**WAIALAE GARDENS**

TMK 3-5-17-18

FENCE DETAILS

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF  
APARTMENT OWNERS OF WAIALAE GARDENS**

**ADOPTING A SCHEDULE OF FINES FOR VIOLATIONS OF THE  
DECLARATION, BY-LAWS, AND HOUSE RULES – JANUARY 1, 1996**

WHEREAS, the By-Laws of the Association of Apartment Owners of Waialae Gardens give the Association's Board of Directors the power to take action against apartment owners, their tenants, family members, guests, agents, employees or anyone else using apartments at the project for violations of the Declaration, By-Laws and House Rules of the Association; and

WHEREAS, in accordance with that power, the Board has decided to; (i) adopt a schedule of fines to be imposed for violations; and (ii) give the Managing Agent the power to impose fines in accordance with schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association's Declaration, By-Laws, or House Rules (the "project documents") by apartment owners, their tenants, family members, guests, agents, employees, or anyone else using the project;

RESOLVED FURTHER, the Board deems apartment owners to be responsible for payment of any fines with imposed respect to their apartments, or as a result of the actions of the owners' tenants, family members, guests, agents, or employees.

**I. AMOUNT OF FINES:**

- A. First Offense: A written citation delivered to both the apartment owner and occupant.
- B. Second Offense: A written citation delivered to both the apartment owner and occupant and a \$25.00 fine assessed against the owner.
- C. Third Offense: A written citation delivered to both the apartment owner and occupant, and a \$50.00 fine assessed against the owner.
- D. Fourth and Subsequent Offenses: A written citation delivered to both the apartment owner and occupant, and a \$100.00 fine assessed against the owner for each offense.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if an occupant violates a "Pool" rule for his/her first violation, and then violates a "Noise" rule for his/her second violation, the fine would be

imposed on the owner upon the occurrence of the second violation. It is not necessary for an occupant to violate a specific rule, such as "Noise" rule, twice before a \$25.00 fine is levied. Similarly, a \$50.00 fine will be assessed for a third violation of the House Rules and a \$100.00 fine will be assessed for a fourth and subsequent violations of the House Rules.

The Board shall delegate its authority to impose fines to the Managing Agent. The Board shall delegate its authority to issue citations to the Resident Manager.

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Policy on Deduction and Application of Portions of Common Expense  
Payments to Unpaid Late Fees, Legal Fees, Fines and Interest**

Effective January 1, 2007, it shall be the policy of the Association of Apartment Owners of Waialae Gardens that:

- (1) Failure to pay late fees, legal fees, fines, and interest imposed on a unit may result in the deduction of such late fees, legal fees, fines, and interest from future common expense payments, so long as a delinquency continues to exist; and
- (2) Late fees may be imposed against any future common expense payment that is less than the full amount owed due to the deduction of unpaid late fees, legal fees, fines, and interest from the payment.

Note: This Policy was adopted by the Board of Directors of the Association of Apartment Owners of Waialae Gardens on November 28, 2006, by Resolution.



**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**GUIDELINES ON SOLAR ENERGY DEVICES**

WHEREAS, the Board of Directors wishes to adopt reasonable rules and restrictions governing installation, maintenance and use of Solar Devices to protect the interests of the Association.

NOW, THEREFORE, the Board of Directors adopts the following guidelines and restrictions governing installation, maintenance and use of Solar Energy Devices at Waialae Gardens.

**I. Definitions**

1. Solar Energy Device: Any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and be ready to be made operational in order to qualify as a "solar energy device". Solar energy device shall not include skylights or windows.
2. Townhouse: A series of individual houses having architectural unity and a common wall between each unit (where) each unit extends from the ground to the roof. Thus, for example, Hawaii Revised Statutes (HRS) § 196-7 will not apply to units located in the high rise.
3. Common Elements: All portions of the land and improvements within the Waialae Gardens condominium project other than the apartments, as more specifically defined in the By-Laws, Declaration and HRS Chapter 514B.
4. Owner: Person(s) or entity as duly recorded on the property title and as shown in the Association records.
5. Collector: Any conventional device used to convert solar rays to heat water as identified by and which meets specifications established by Hawaiian Electric Company (HECO).

HRS § 196-7 provides that owners can install solar energy devices subject to the conditions in the statute and in the rules adopted by the condominium association.

HRS § 196-7 provides that the rules "shall facilitate the placement of solar energy devices and shall not unduly or unreasonably restrict that placement so as to render the device more than twenty-five per cent less efficient or to increase the cost of the device by more than fifteen per cent."

## **II. General Rules**

The conditions for installation of a device on a dwelling or townhouse include:

1. Application for installation must be submitted and receive Board consent prior to installation of any solar device.
2. The device must be installed by a State of Hawaii licensed contractor holding the appropriate specialty license and listed on Hawaiian Electric Company (HECO) participating contractor list that exists at the time of installation.
3. A building permit from the local building department having jurisdiction must be obtained and posted prior to installation.
4. The device must be installed in accordance with current county codes and (HECO) residential standards and specifications for solar water heating and/or solar electric and solar specification that may exist at the time of installation.
5. The device must be installed so that all exterior interconnecting components are minimized, and so that any exterior interconnecting components on vertical surfaces are enclosed and such enclosures shall be of finish material similar in color and texture to the exterior wall or trim.
6. All collection devices shall be placed on the flat roof with minimum tilt required to achieve at least 75% efficiency. Tilt shall never exceed 30 degrees from horizontal.
7. Only a minimum number of collectors are allowed. The total number shall be limited by the roof area above the Owners townhouse and in accordance with efficiency specifications set by HECO.
8. The statute is explicit in that if a collector(s) is installed on a townhouse, it must be installed completely within that portion of the roof located directly above the owner's own townhouse.
9. Devices must be firmly secured to the roof in accordance with applicable HECO specifications. To maintain the warranty on the aluminum shake roof, a representative from Aluminum Shake Roofing must supervise and approve the installation on all aluminum roofs. Installers on aluminum or wood shake roofs are absolutely liable for any damage, whether it be from access or installation.
10. Water storage tanks shall not be placed on the roof, and if placed on apartment exclusive use space (three bedroom apartment lanais) shall be enclosed in a shed of design and location approved by the Board of Directors.

11. Owners must be cognizant of surrounding trees, and place the collectors away from established tree branches. The Association has a tree trimming policy/schedule and will not be responsible to selectively trim trees because of improper or poorly placed collectors.

12. If a solar device installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

13. Because the collectors are placed on a common element (the roof) as defined in the association's declaration, then consent by the Board of Directors is required and must be obtained prior to the installation of such device provided that the homeowner binds himself and each successor:

(A) To comply with the Association design specifications and "GUIDELINES ON SOLAR ENERGY DEVICES".

(B) To maintain, repair, remove, and replace the device until the device has been permanently removed from the common elements.

(C) To furnish the Association within fourteen days of approval by the Board a certificate of insurance naming Waialae Gardens AOA as an additional insured on the homeowner's insurance policy.

(D) The owner (and each successive owner of the dwelling or townhouse) is responsible for damages to the common elements or any adjacent units caused from the installation, maintenance, repair, removal or replacement of the device. (Shall require a recorded document)

(E) The owner (and each successive owner) is required to maintain a policy of insurance covering the above obligations and is required to name the community association as an additional insured. (Shall require a recorded document)

(F) The owner (and each successive owner) is required to remove the device if reasonably necessary or convenient for repair, maintenance or replacement of the common elements. (Shall require a recorded document)

(G) If a roof or other warranty (material or labor) exists at the time the device is installed, the owner is required to obtain, at no cost to the Association, confirmation in writing from the entity issuing the warranty that the installation of the solar energy device will not void the warranty. The owner must provide the Association with a copy of the confirmation prior to commencement of installation.

### **III. Severability**

If any of these provisions is ruled to be invalid, the remainder of these rules shall remain in full force and effect.

Date of Adoption by Board of Directors: January 24, 2006, as revised on February 27, 2007.

**WAIALAE GARDENS  
ASSOCIATION OF APARTMENT OWNERS**

**Pet Registration Form**

Note: All pets that are permitted under the By-Laws and House Rules of Waialae Gardens shall be registered with the Resident Manager prior to occupying the apartment. To register your pet, submit this form, properly filled out, to the Resident Manager. (House Rules VIII)

Name of pet owner: \_\_\_\_\_

Apartment number: \_\_\_\_\_

Contact numbers:

Home telephone: \_\_\_\_\_

Work telephone: \_\_\_\_\_

Mobile number: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Type of animal  
(dog/cat/bird): \_\_\_\_\_

Breed: \_\_\_\_\_

License or ID #: \_\_\_\_\_

Attach photo of pet here  
or staple to this form

If your pet is either a dog or cat, a current photograph is required and must be attached to this form.

I have read and understand the By-Laws and House Rules pertaining to pets and I and members of my household promise to fully comply.

Signature: \_\_\_\_\_  
Pet owner

Date: \_\_\_\_\_

If pet owner is a tenant, written permission from the owner/landlord is required and must be included with this form. Indicate written permission by having the owner/landlord sign below, or by attaching written permission to this form.

Owner (print full name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

November 3, 2008

Owners of Apartments  
of Waialae Gardens

**Re: Important Insurance Matters & 514B Opt-In Amendment**

Dear Apartment Owners:

**Required Insurance**

This is to advise that the requisite number of owners have authorized your Board of Directors to adopt a policy requiring all apartment owners to obtain reasonable types and levels of insurance in accordance with Section 514B-143(g), Hawaii Revised Statutes, the newly recodified condominium law. Under the new law, if an owner fails to obtain such insurance, the association or board may place such insurance and back charge the owner the reasonable premium cost for the coverage.

***For those of you with a current condominium owners' policy*** (commonly referred to as an HO-6 or comparable insurance policy), we ask that you check with your insurance agent to insure that your policy has coverage for damage to your apartment interior, contents and improvements, especially upgrades such as wood flooring, wall covering, custom cabinetry and countertops, and loss assessment coverage **as required in the enclosed "Unit Owner Insurance Requirements Policy"**. Keep in mind that in the event of a loss, any coverage that may be available under the Association's master policy for an apartment may only cover items included in the apartment as originally built (e.g. carpet, appliances, cabinets, etc. of comparable quality to what came with the apartment when originally sold) and not upgrades.

***For those of you who do not presently carry an HO-6 or comparable insurance policy for your apartment***, we urge you to immediately contact your insurance agent to ensure that you obtain such insurance for your apartment. **A copy of the "Unit Owner Insurance Requirements Policy" adopted by the Board is enclosed for your information. Please provide it to your agent so that the proper coverage is obtained.**

***Please note that you will have until Friday, February 27, 2009 to provide the managing agent with a Certificate of Insurance that shows all of the required types and amounts of insurance (not the actual policy).*** This usually is a free document prepared by the agent or insurance company. You will be required to provide proof of this insurance on an annual basis so your insurance agent should be notified of this requirement. Please mail the Certificate of Insurance to AOAO Waialae Gardens, c/o Hawaiiana Management Company, Ltd., 711 Kapiolani Blvd., Suite 700, Honolulu, HI 96813 or you may send it via fax (808-593-6333) or email ([bruceh@hmcmgt.com](mailto:bruceh@hmcmgt.com)).

Owners of Apartments  
of Waialae Gardens  
November 3, 2008  
Page 2

In the event the Association does not receive proof of insurance, you will be notified of the same, given a reasonable opportunity to secure such insurance and to provide the Association proof of the same. As a reminder, your failure to provide the Association with proof of such insurance authorizes the Association or Board to place such insurance for your apartment with the premium cost to be charged back to you. *Please also keep in mind that in no event is the Association or Board liable to any person either with regard to the failure of an owner to purchase insurance or a decision by the Board not to purchase the insurance for the owner, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.*

**Insurance Deductible Policy**

Finally, in accordance with Section 514B-143(d), Hawaii Revised Statutes, the Board has adopted a policy regarding the handling of the insurance deductible in the case a claim is made under the Association's master policy for damage to an apartment or the common elements. A copy of the policy is enclosed for your information.

Your Board is happy to report that Waialae Gardens is now among the growing number of condominium projects in Hawaii to avail itself of the new insurance tools made available by State law. These new tools will assist the Association and all members in addressing in a fair and equitable manner claims arising from the loss or damage to both the common elements and the apartments.

**Chapter 514B Opt-In**

Enclosed is a copy of the recorded Second Amendment to the Restated Declaration of Condominium Property Regime for Waialae Gardens. Please keep this on file with all your important documents.

Very truly yours,

BOARD OF DIRECTORS  
WAIALAE GARDENS

Enclosures

Waialae Gardens

RESOLUTION

Unit Owner Insurance Requirements

WHEREAS, Section 514B-143(g), Hawaii Revised Statutes, authorizes the Board of Directors, with the vote or written consent of a majority of owners, to require unit owners to obtain reasonable types and levels of insurance; and

WHEREAS, said Section also allows the directors, if the unit owner does not purchase or produce evidence of the insurance required by the Board, to in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the unit owner; and

WHEREAS, the Association of Apartment Owners of Waialae Gardens by written consent, did consent by majority vote to allow the Board of Directors to require the purchase of said insurance coverage by unit owners; and

WHEREAS, the Board of Directors desires to adopt a standard policy covering the purchase of insurance by unit owners; now, therefore

IT IS HEREBY RESOLVED that the following UNIT OWNER INSURANCE REQUIREMENTS POLICY is hereby adopted:



### Unit Owner Insurance Requirements Policy

1. Unit Owners shall purchase a Homeowners Insurance Policy, commonly referred to as an HO6 policy, which provides MINIMUM coverages of \$25,000.00 contents (including a Replacement Cost endorsement), \$25,000.00 dwelling (including a unit owners Coverage "A" Special Coverage endorsement), \$300,000.00 Personal Liability (including a Personal Injury endorsement), and \$10,000 loss assessment. The foregoing are minimum coverages required. Each owner is encouraged to secure whatever other coverage that they determine to be appropriate for their individual units.
2. The liability of the unit owner shall include but not be limited to the deductible of the owner whose unit was damaged, the deductible of any AOA insurance coverage that may be available for the damage claimed through the Association's master policy, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings, upgrades, additions and alterations to the unit and the limited common elements available to the unit.
3. Owners shall submit to the managing agent, within 90 days following passage of this Resolution, a CERTIFICATE OF INSURANCE (not the actual policies) obtained from their insurer as proof of purchase of the required insurance coverage. Unit owners shall submit a current CERTIFICATE OF INSURANCE to the managing agent annually, on or before the anniversary date of renewal, each year thereafter.
4. If any unit owner fails to provide said CERTIFICATE OF INSURANCE to the managing agent on or before the expiration of the 90 day period following passage of this Resolution, the Board of Directors shall deem that as an indication of failure to purchase the required insurance, and may, in good faith, purchase the insurance coverage for the unit and charge the reasonable premium cost back to the owner.
5. In no event is the Association or Board of Directors liable to any person either with regard to the failure of a unit owner to purchase insurance, or a decision by the Board not to purchase the insurance for the owner, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
6. It is recommended that owners discuss additional limits and types of insurance as may be prudent to purchase with their insurance agent for personal items and upgrades to their units as these items may not be covered by the minimum unit owner insurance requirements of the Association, HO6 requirements, and are not covered by the Association's insurance.

ADOPTED by the Board of Directors of Waialae Gardens this 28th day of July, 2008."

Waialae Gardens

RESOLUTION

Insurance Deductible Policy

WHEREAS, Section 514B-143, Hawaii Revised Statutes requires all condominium associations to purchase and maintain property insurance on the common elements and, to the extent reasonably available, shall include the units, the limited common elements, except as otherwise determined by the board, but excluding improvements and betterments to the units installed by the unit owners; and

WHEREAS, said Section also requires all condominium associations to purchase and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property; and

WHEREAS, under subparagraph (d) of Section 514B-143, HRS, the law now authorizes boards of directors, in the case of a claim for damage to a unit or the common elements, to (1) pay the deductible amount as a common expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated; or (3) require the unit owners of the units affected to pay the deductible amount; and

WHEREAS, the deductible under the Association's insurance policy(s) is now \$5,000, but subject to change; and

WHEREAS, the Board wishes to adopt a standard policy governing the responsibility for payment of the deductible under the Association's insurance policy(s), now, therefore

BE IT RESOLVED, that the following INSURANCE DEDUCTIBLE POLICY is hereby adopted:

### Insurance Deductible Policy

1. In the event a claim is made under the Association's insurance policy(s) for damage to a unit or the common elements caused solely by a defect in a common element, the Association shall be responsible for paying the deductible amount as a common expense. In the event the value of such a claim is less than the deductible amount, the Association shall be responsible for paying the claim as a common expense.

Example: A unit sustains water damage from a burst common element pipe in the walls.

Notwithstanding the above, in the event the Association's insurance policy(s) do not cover improvements and betterments to the units installed by unit owners, the Association shall not be responsible for paying the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. For purposes of this paragraph, "improvements and betterments" as defined in Section 514B-143(b) means "all decorating fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners."

If improvements and betterments are covered by the Association's insurance policy(s), the Association shall pay the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. However, any increased cost may be assessed by the Association against the units affected.

2. In the event a claim is made by a unit owner under the Association's insurance policy(s) for damage to the owner's unit, other units, or the common elements, which damage is caused by the unit owner or other occupants or guests of the owner's unit, or from whose unit the damage or cause of loss originated, the said unit owner shall be responsible for paying the deductible amount. In the event the value of such a claim is less than the deductible amount, the said unit owner shall be responsible for paying the claim as a personal expense. Alternatively, said unit owner should check his/her individual homeowner's policy for coverage for the claim, if any.

Examples: A unit's toilet leaks or washing machine hose burst causing water damage to adjacent units or to the common elements. A unit owner or occupant negligently or deliberately allows the bathroom to overflow causing water damage to adjacent units or to the common elements.

3. In the event the Board of Directors intends on assessing the deductible amount to a unit owner who caused the damage or from whose unit the damage or cause of loss originated (#2 above), written notice shall be given to the unit owner and an opportunity to be heard. Hearings shall usually be held at the next scheduled Board meeting following the written notice.

4. Depending upon the circumstances, the Board reserves the right to require the unit owners of the units affected to pay the deductible amount. In that event, the notice and hearing requirements set forth in #3 above shall apply.

5. All unit owners are encouraged to review their individual homeowner's insurance policies (HO-6 or comparable) to insure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount.

ADOPTED by the Board of Directors of Waialae Gardens this 28th day of July, 2008."

**Waialae Gardens, AOA**  
**Insurance Summary**  
**Date Prepared: November 9, 2016**

**Insurance Associates, Inc.**  
**800 Bethel Street, Suite #200**  
**Honolulu, HI 96813**

**Agent: Sue Savio**  
**Direct Line: 808.526.9271**  
**Direct Fax: 808.792.5371**  
**sue@insuringhawaii.com**

Coverage	Limits	Term	Policy Period	Annual Premium	Insurance Company	Comments
<b>Property including Equipment Breakdown</b>						
Building Replacement Cost	\$ 37,745,250	Annual	04/10/16 - 04/10/17	\$ 62,349	Fireman's Fund Insurance Company and Lexington Insurance Company	
Business Personal Property	Included					
Building Ordinance/Increased Cost of Construction	\$ 2,000,000					
Flood – with \$50,000 deductible	\$ 250,000					
Earthquake – \$50,000 deductible	\$ 250,000					
Deductible (all other perils excluding hurricane)	\$ 5,000					
Hurricane Deductible (2% of the building value)	\$ 754,905					
<b>Commercial General Liability</b>						
General Aggregate	\$ 2,000,000	Annual	04/10/16 - 04/10/17	\$ 6,948	Fireman's Fund Insurance Company	
Personal & Advertising Injury	\$ 1,000,000					
Each Occurrence	\$ 1,000,000					
Fire Damage (any one fire)	\$ 100,000					
Medical Expense (any one person)	\$ 5,000					
Hired/Non-Owned Automobile (occurrence)	\$ 1,000,000					
<b>Commercial Umbrella</b>						
Each Occurrence	\$ 15,000,000	Annual	04/10/16 - 04/10/17	\$ 2,511	Great American Insurance Company	Provides coverage above the Directors' & Officers' Policy
Liability Aggregate Limit	\$ 15,000,000					
Retained Limit	\$ 0					
<b>Directors' and Officers' Liability</b>						
Each Claim	\$ 2,000,000	Annual	04/10/16 - 04/10/17	\$ 3,070	Continental Casualty Company	
Annual Aggregate Deductible	\$ 2,000,000					
	\$ 2,500					
<b>Fidelity Bond</b>						
Deductible	\$ 230,000	Annual	04/10/16 - 04/10/17	\$ 387	Fireman's Fund Insurance Company	
	\$ 1,000					
<b>Workers' Compensation and Employer's Liability</b>						
Bodily Injury by Accident – Each Accident	Statutory	Annual	11/16/16 – 11/16/17	\$ 15,486	Hawaii Employers Mutual Insurance Company	
Bodily Injury by Disease – Each Employee	\$ 500,000					
Bodily Injury by Disease – Policy Limit	\$ 500,000					
	\$ 500,000					
<b>Temporary Disability Insurance (TDI)</b>						
	Statutory		Continuous until Cancelled	Based on Payroll Audit	Pacific Guardian Life Insurance Company	

*This summary is a brief outline of your insurance policies and is a matter of information only. It does not amend, extend or alter the coverage's afforded by the companies. You must refer to the provisions found in your policies for the details of your coverage's, terms, conditions and exclusions that apply.*

# LENDER'S DISCLOSURE

**ASSOCIATION:** WAIALAE GARDENS

**TMK:** 3-5-17-35

**Address:** Hunakai, Keanu & Kilauea Streets, Honolulu, Hawaii 96816

**Developer, if construction is incomplete, else Managing Agent:**

	Subject Phase	Entire Project
Are all common elements, and/or amenities substantially complete?		YES
Are all units, common areas and facilities within the project?		YES
Does the project conform to existing zoning regulations?		YES
Is there pending litigation against the Developer?		NO
Number of additional units/phases to be built: Units:      Phases:		NONE
If this project a conversion of an existing building, year of conversion?		NO
Are there any adverse environmental factors affecting the project as a whole?		NO
Date when first units made available for sale:		1965
Total number of <u>floors/units</u> :		2 (132) 6 (50)
Number of units sold and closed:		182
Anticipated date to hand over association to owners (Month/Year)		N/A
Number of sales in last 90 days:		unknown

**Managing Agent:**

Association management firm name and telephone:		<b>Hawaiiana Management Co. Ltd.</b> <b>808-593-9100</b>
Date control of the Association transferred from the developer to unit owners?		1966
Does any one person or entity own more than 10% of the units?		NO
Describe:		
Approximate owner occupancy		52 %
Is the unit part of a legally established condominium project, in which common areas are owned jointly by unit owners?		YES
Are the units owned in fee simple or leasehold?		The Fee has been offered, there are still some leasehold units.
Are the amenities/recreational facilities owned by the Association?		YES
Are any common elements leased to others?		NO
Are there any restrictions on sale or foreclosure which would limit the free transferability of title? (i.e., Age, Restrictions, First Right of Refusal, low moderate income restrictions?)		NO
Do the project legal documents or local zoning limit the amount of time the owner can live in their unit?		NO
Is the budget prepared on an annual basis?		YES
Are there any pending special assessments? If yes, explain:		YES, A Special Assessment of \$1,200.00 per unit due by December 2016 for Reserve funding for capital improvements.
Number of foreclosures in last 12 months?		0
How many units are over 30 days delinquent?		5 units ( 2.74 %)
Total dollar amount of delinquency (over 30 days)		\$ 5,602.99

Does the project documentation contain a standard Mortgagee Protection clause?		YES
a. If no, what is in place to insure the lenders 1st lien position?		
If a unit is taken over in foreclosure or deed-in-lieu, for how many months is the mortgagee responsible for delinquent association dues? <u>A Purchaser may be responsible for 6 months dues.</u>		6 months
Is the project subject to inclusionary zoning?	Unknown – (see City and County Planning Commission – (808) 768-8007)	
Does the project contain multi-dwelling units, which an owner may hold a single deed evidencing ownership of more than one dwelling unit?	NO	
Does the project contain houseboats or manufactured homes?	NO	
Does the master insurance policy cover fixtures, equipment, and other personal property inside individual units?	See insurance agent.	

\*\*\*A copy of the current Budget and Financial statement are available.\*\*

### **Commercial Space**

Percentage of common interest:	0%
Is the project a (indicate applicable) Condotel <u>NO</u> ; a Timeshare <u>NO</u>	
Does the property operate as a resort hotel; renting units on a daily basis? If yes, year operation commenced: NO	
Please indicate available services: Check-in rental desk <u>NO</u> Daily maid service <u>NO</u> Restaurant/food service <u>NO</u> Timeshare <u>NO</u> Mandatory rental pool <u>NO</u> Commercial (boutiques, etc.) <u>NO</u>	

### **Legal**

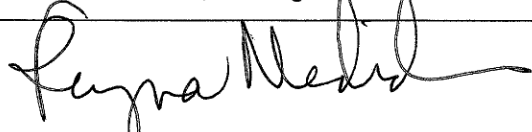
Is the association involved in any litigation, arbitration, mediation or other dispute resolution process?	NO
Attorney:	N/A
Telephone:	N/A

*Any information requested of the Attorney  
is at the inquirer's expense and not the Managing Agent's or the Association's.*

### **Insurance**

Company & Agent:	INSURANCE ASSOCIATES / SUE SAVIO
Telephone:	538-6938
Flood Insurance Agent/Phone:	NONE

### **Preparer**

Name:	REYNA MACHIDA, Management Executive	Telephone:	(808) 593-6832
Signature:			Date:
			11/28/16

Hawaiiana Management Company, Ltd

2017 Monthly Cash Operating Budget For

Waialae Gardens

Approved by Board of Directors on October 5, 2016

DESCRIPTION REVENUE	JAN 2017	FEB 2017	MAR 2017	APR 2017	MAY 2017	JUNE 2017	JULY 2017	AUG 2017	SEPT 2017	OCT 2017	NOV 2017	DEC 2017	ANNUAL TOTAL
MAINTENANCE FEES	91,000	91,000	91,000	91,000	91,000	91,000	91,000	91,000	91,000	91,000	91,000	91,000	1,092,000
ELECTRICITY REIMB	37	37	37	37	37	37	37	37	37	37	37	37	444
LEGAL FEE REIMB	271	271	271	271	271	271	271	271	271	271	271	271	3,252
INVESTMENT INTEREST	470	470	470	470	470	470	470	470	470	470	470	470	5,640
CHECKING INTEREST	5	5	5	5	5	5	5	5	5	5	5	5	60
INSURANCE SETTLEMENT	492	492	492	492	492	492	492	492	492	492	492	492	5,904
LATE CHARGES	82	82	82	82	82	82	82	82	82	82	82	82	984
OTHER TAXABLE RECPTS	67	67	67	67	67	67	67	67	67	67	67	67	804
FINES	8	8	8	8	8	8	8	8	8	8	8	8	96
OTHER NON-TAX RECPTS	35	35	35	35	35	35	35	35	35	35	35	35	420
TOTAL REVENUE	92,467	92,467	92,467	92,467	92,467	92,467	92,467	92,467	92,467	92,467	92,467	92,467	1,109,604

UTILITIES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
ELECTRICITY	1,652	1,652	1,652	1,652	1,652	1,652	1,652	1,652	1,652	1,652	1,652	1,652	19,824
TV CABLE	6,404	6,404	6,404	6,404	6,404	6,404	6,404	6,404	6,404	6,404	6,404	6,404	76,848
WATER	5,490	5,490	5,490	5,490	5,490	5,490	6,039	6,039	6,039	6,039	6,039	6,039	69,174
SEWER	13,080	13,080	13,080	13,080	13,080	13,080	13,603	13,603	13,603	13,603	13,603	13,603	160,098
TELEPHONE	179	179	179	179	179	179	179	179	179	179	179	179	2,148
TOTAL UTILITIES	26,805	26,805	26,805	26,805	26,805	26,805	27,877	27,877	27,877	27,877	27,877	27,877	328,092

MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
ELEVATOR	655	655	655	655	655	655	655	655	655	655	655	655	7,860
GROUNDS	651	651	651	651	651	651	651	651	651	651	651	651	7,812
GROUNDS - TREE TRIMMING	600	600	600	600	600	600	600	600	600	600	600	600	7,200
ELECTRICAL/LIGHTING	625	625	625	625	625	625	625	625	625	625	625	625	7,500
PLUMBING	340	340	340	340	340	340	340	340	340	340	340	340	4,080
POOL	525	525	525	525	525	525	525	525	525	525	525	525	6,300
PEST CONTROL	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	19,200
REFUSE	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	1,975	23,700
ROOF MAINTENANCE	275	275	275	275	275	275	275	275	275	275	275	275	3,300
FIRE SYSTEMS	75	75	75	75	75	75	75	75	75	75	75	75	900
MISC RPRS & PURCHS	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	1,220	14,640
TOTAL MAINTENANCE	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	8,541	102,492



**2017 Monthly Operating Budget For Waialae Gardens**

Approved by Board of Directors on October 5, 2016

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	ANNUAL
PROFESSIONAL SVCS	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	2017	TOTAL
ADMIN SUPPLIES & SVCS	643	643	643	643	643	643	643	643	643	643	643	643	7,716
OFFICE EQUIP-RENTAL	11	11	11	11	11	11	11	11	11	11	11	11	132
AOAQ ADMIN EXPS	134	134	134	134	134	134	134	134	134	134	134	134	1,608
VEHICLE EXPENSES	73	73	73	73	73	73	73	73	73	73	73	73	876
MANAGEMENT SRVCS	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	33,006
AUDIT	1,464												1,464
LEGAL FEES GENERAL	25	25	25	25	25	25	25	25	25	25	25	25	300
LEGAL FEES COLLECTIONS	337	337	337	337	337	337	337	337	337	337	337	337	4,044
CONSULTING FEES	100	100	100	100	100	100	100	100	100	100	100	100	1,200
TOTAL PROF. SERVICES	5,538	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	4,074	50,346

PAYROLL & BENEFITS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
P/R - MANAGER	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	4,583	55,000
P/R - MAINTENANCE	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,200
P/R - GROUNDS	6,847	6,847	6,847	6,847	6,847	6,847	6,847	6,847	6,847	6,847	6,847	6,847	82,160
WORKERS COMP	614	614	614	614	614	614	614	614	614	614	614	614	7,362
TDI	50	50	50	50	50	50	50	50	50	50	50	50	600
HEALTH CARE	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	19,200
PAYROLL TAXES	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	1,075	12,900
PAYROLL PREP	174	174	174	174	174	174	174	174	174	174	174	174	2,088
UNIFORMS	78	78	78	78	78	78	78	78	78	78	78	78	936
RM APT MAIN FEE	487	487	487	487	487	487	487	487	487	487	487	487	5,844
TOTAL P/R & BENEFITS	18,108	18,108	18,108	18,108	18,108	18,108	18,108	18,108	18,108	18,108	18,108	18,108	217,290

OTHER EXPENSES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
INSURANCE MASTER POLICY	5,196	5,196	5,196	5,196	5,196	5,196	5,196	5,196	5,196	5,196	5,196	5,196	62,349
LIABILITY INSURANCE	579	579	579	579	579	579	579	579	579	579	579	579	6,948
D AND O INS	256	256	256	256	256	256	256	256	256	256	256	256	3,070
FIDELITY BOND INS	32	32	32	32	32	32	32	32	32	32	32	32	387
INSURANCE-UMBRELLA	209	209	209	209	209	209	209	209	209	209	209	209	2,511
ASSOC MEETING EXP	40	40	40	40	40	40	40	40	40	40	40	40	480
MISC BANK CHARGES	35	35	35	35	35	35	35	35	35	35	35	35	420
CONDO REGISTRATION-ODD	2,470												2,470
ASSOC APT R. P. TAX	167	167	167	167	167	167	167	167	167	167	167	167	2,004
STATE GET	40	40	40	40	40	40	40	40	40	40	40	40	480
TOTAL OTHER EXP.	9,024	6,554	6,554	6,554	6,554	6,554	6,554	6,554	6,554	6,554	6,554	6,554	81,119

TOTAL OP EXPENSE	68,015	64,081	64,081	64,081	64,081	64,081	65,153	65,153	65,153	65,153	65,153	65,153	779,339
LOAN PAYMENTS	3,595	3,595	3,595	3,595	3,595	3,595	3,595	3,595	3,595	3,595	3,595	3,595	43,144
TRANSFER TO RESERVES	23,927	23,927	23,927	23,927	23,927	23,927	23,927	23,927	23,927	23,927	23,927	23,927	287,121



# HAWAIIANA

Hawaiiana Management Company, Ltd.  
Pacific Park Plaza, Suite 700  
711 Kapiolani Boulevard  
Honolulu, Hawaii 96813  
Tel: (808) 593-9100  
Fax: (808) 593-6333

## PROPERTY INFORMATION FORM

(To be used in conjunction with RR109 Sellers' Real Property Disclosure Statement-  
Condominium/Co-op/PUD/and other Homeowner Organization)

Disclaimer: The use of this form is not intended to identify the real estate license 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.

Completion Date: 1966

Name of Property: Waialae Gardens

All references hereafter to the word "Property" shall refer to the above.

Property Address: Hunakai, Keanu & Kilauea Streets, Honolulu, HI 96816

Property Tax Map Key 3-5-17-35

This property 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: HAWAIIANA MANAGEMENT COMPANY, LTD.

Managed by this Managing Agent since: 02/01/89

Managing Agent provides (Check those services that apply):

- ☒ Administrative Management Services
- ☒ Fiscal Management Services
- ☒ Physical Management Services
- ☐ Other Management Services -

## A. GENERAL & LEGAL

Total number of units: 182 Number of guest parking stalls available: 0

If applicable, what percentage of Condominium Apartments has been sold and conveyed (excluding to the Developer)? 100 %.

If applicable, what approximate percentage of Condominium Apartments is owner-occupied? 52 %.

Approximately how many foreclosures have been filed by the Board of Directors during the past twelve (12) months? 0.

What approximate percentage of owners is more than one month delinquent in maintenance fees? 2.74 % (5owners).

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

Yes      No      NTMK

- |                                     |                                     |                          |      |  |
|-------------------------------------|-------------------------------------|--------------------------|------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (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 type="checkbox"/> Property is Fee Simple. ***   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (2)  | Is this Property subject to phasing or development of additional increments?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (3)  | Has the Owners Association or Corporation been in control of the operations of the Property for less than two (2) years?   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (4)  | Are there any lawsuits, arbitration or mediation actions affecting this Property and/or Association other than delinquent owner maintenance fees?<br>Attorney for Association of Apartment Owners:<br>_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. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (5)  | If property is a Condominium, does any single entity, individual or partnership own more than 10 percent of the common interest of this property?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (6)  | Are any Association or Corporation approvals required for transfer of Ownership?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | (7)  | Is a resident manager's apartment a part of the common elements, or is one owned by the Association or Corporation (does not apply to Planned Unit Developments)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (8)  | Is a time share operation existing at this Property? Name of operator:   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (9)  | Is there a hotel, transient vacation rental operation, or other organized rental program at the Property? Name of operator?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (10) | Are there commercial apartments, lots or commercial use of the common areas or common elements at the Property?  |

Number of Questions answered "YES" and Explain:

(1) The Fee has been offered, there are still some leasehold units.

(7) The Resident Manager's unit is owned by the Association.

## B. INSURANCE

Name of Insurance Company or Agency/Broker: Insurance Associates

Name of Insurance Agent: Sue Savio Phone: 526-9271

**\*Certificate of Insurance should be requested directly from the insurance agent.**

**\*\*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 #13 to #15 apply to common areas only.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(11) Is the Property located in a designated Flood Hazard Zone?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(12) Is this Property covered by Flood Insurance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(13) Is this Property located in a tsunami inundation area?

Number of Questions answered "YES" and Explain:

**NOTE: The Association requires owners to maintain a "Homeowners 6" policy or equivalent coverage with the minimum limits of \$300,000.00 liability, \$25,000.00 property and \$10,000.00 loss assessment coverages.**

## C. FINANCIAL

Financial statements are prepared monthly and are on a cash basis.

Apartment maintenance fees include:

- ☒ Water & Sewer
- ☐ Hot Water
- ☐ Electricity
- ☐ Gas
- ☐ Air Conditioning
- ☒ Basic Cable TV Signal
- ☒ Parking
- ☐ Recreation/Community Association Dues
- ☐ Lease Rent
- ☐ Real Property Tax
- ☐ Other:
- ☐ Other:

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

Yes    No    NTMK

- |                                     |                          |                          |      |   |
|-------------------------------------|--------------------------|--------------------------|------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (14) | Has the Association or Corporation Board of Directors approved a maintenance fee increase, special assessment, or loan? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (15) | Are any special assessments or loans in effect at this time?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (16) | Are any assessments required to be paid in full at the time of conveyance of ownership?                                 |

Number of Questions answered "YES" and Explain:

(14 & 15) A loan for the purchase of the Resident Manager's Unit. An increase in maintenance fees of 6.38 % beginning January 2017. A Special Assessment of \$1,200.00 per unit due by December 2016 for Reserve funding for capital improvements.

(16) All current assessments (if any) must be paid in most Associations.

#### **D. PROPERTY CONDITION**

- ☒ There is Reserve Plan Data for any major repairs required or planned with respect to the common elements/common areas of the Property.
- ☐ There is no Property Reserve Study available.

#### **E. DISCLAIMER**

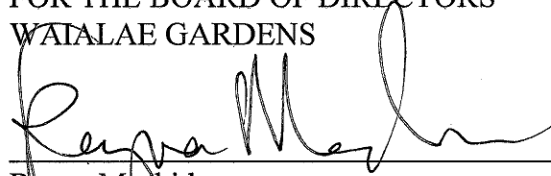
While not guaranteed, the information contained in this Property Information Form is based on information reasonably available to the Managing Agent at the time this form was completed. It has been provided by the Managing Agent at Owner/Seller's request and is believed to be current and correct to the best of the Managing Agent's knowledge at the time this form was completed. All persons relying upon the information contained herein are advised that the information provided cannot be considered a substitute for a careful inspection of the Property and the Property'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, Certified Public Accountants, architects, engineers, contractors and other appropriate professionals for a 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 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 property 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 Property Information Form understand and acknowledge that this Property Information Form is not a warranty or guaranty of any kind by the Managing Agent, the Association or its Board of Directors.

\*On-Site Manager's Name : Wyman Chang  
Phone No. : 737-6429

Date: November 28, 2016

FOR THE BOARD OF DIRECTORS  
WAIALAE GARDENS

A handwritten signature in black ink, appearing to read 'Reyna Machida', is written over a horizontal line.

Reyna Machida  
Management Executive  
HAWAIIANA MANAGEMENT COMPANY, LTD.

# Waialae Gardens

## Calendar Year 2017 Operating Budget and Reserve Study

### EXECUTIVE SUMMARY

Prepared By: Reyna Machida and Hawaiiana Management Company, Ltd on September 27, 2016

Approved by Board of Directors on October 5, 2016

#### 2017 PROJECTED INCOME

Starting Balance (Estimated)	\$517,217
Maintenance Fees	\$1,092,000
Other Income	\$17,604

2017 Estimated Income	\$1,109,604
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#### BOARD APPROVED

#### 2017 PROJECTED EXPENSES

Operating Expenses	\$779,339
Reserve Expenses	\$487,657

2017 Estimated Expenses	\$1,266,996
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PROJECTED RESERVES AT YEAR END (projected income less expenses)	\$316,681
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Reserve Contributions %	35%
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Reserve Contribution Funding Level	37.10%
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2017 Maintenance Fee Change	6.38%
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**WAIALAE GARDENS YEAR 2017 RESERVE PROJECTS AS OF OCTOBER 5, 2016**

**COST NOW and NORM LIFE values are best estimates by Hawaiiana Management and vendors who were close enough to inspect the property or give a best guess.**

**It may be advisable to employ an expert to evaluate those projects with high cost.**

It may be advisable to employ an expert to evaluate those projects with high cost.				RESERVE FUND STATUS - PERCENT FUNDING					M. FEE	RESERVE.	MAINT.
First Plan Year - Calendar	2017	Reference Year	2016	THE MODEL'S FINDINGS FOR % FUNDING			2016 Deficit	CHANGE	CONTRIB	FEES	
First Plan Year	2036			Recommended Reserve Funding		100%	777,828	59%	336,458	1,628,994	
2016 Maintenance Fees	1,026,480	2017 Maint Fees	1,092,000	Target Reserve Funding Level		60%	259,810	25.43%	(5,012)	1,287,524	
2016 Other Income	79,127	2017 Other Inc	17,604	Minimum Reserve Funding Level		50%	130,305	17%	(47,236)	1,202,157	
2016 Operating Expenses	-809,847	2017 Exp	-822,483	EOY 2017 Funding % @ Approved Lev		37.10%		6%	(200,536)	1,092,000	
2016 Reserve Contribution	295,760	2017 Contribution	287,121	Condition Codes	Source Codes			Source Codes			
Projected Reserves At Start of 2017	517,217	Target Funding L	60%	EXCELNT	E	Contractor Proposal	1	Cost at Similar Project		5	
Projected Reserve % at Start of 2017	39.9%	Tgt Ann Contrib	49,173	GOOD	G	Contractor Estimate	2	Statistical Guideline		6	
Minimum Inflation	3.0%	Req Contrib-Tgt	308,983	FAIR	F	Engineer/Arch Estimate	3	Inflate First Year?		No	
Projected Savings Interest	1.0%	App. % Change	6.4%	POOR	P	Cost When Last Done	4				
CAPITAL INVENTORY		NORM	BONE	LAST	CO	NEXT	COST	COST	FUNDING	EOY	
ITEM	ADJUSTMENT	LIFE	LAST	COST	ND	DUE DATE	NOW	SRC	ROMNT	RES	DEFICIT
Re-Roofing Remaining 9 buildings PH2	2	30	1985	417657		2017	417,657		404,605	404,605	
Structural Repairs - Contingency	3	99	1915	100000		2017	50,000		49,524	49,524	
Contingency	3	99	1915	25000		2017	20,000		19,810	19,810	
Exterior Painting - Townhouses	4	99	1915	272479		2018	272,479		267,386	43,279	224,107
Carpentry Repairs - Townhouses	3	6	2009	5305		2018	5,411		4,209		4,209
Furniture - Pool Area	2	6	2010	2404		2018	2,452		1,839		1,839
Backflow Preventer - Repairs	4	20	1994	3605		2018	2,000		1,833		1,833
Gutters & Downspouts - Townhouses - PH1	5	99	1915	56727		2019	57,862		56,269		56,269
Plumbing Repairs - Lowrise		20	1999	24897		2019	25,089		21,326		21,326
Pool Building - Repairs	9	15	1995	11409		2019	11,637		10,182		10,182
Wood Fencing Repairs - Townhouses	6	12	2001	6500		2019	6,630		5,525		5,525
Extinguisher & Hoses - Replace	5	3	2011	1545		2019	1,763		1,102		1,102
Elevator Modernization - Lowrise	5	30	1985	185658		2020	189,371		167,729		167,729
Roofing - Vinyl Membrane - Lowrise	16	20	1984	76426		2020	77,955		69,293		69,293
Asphalt Overlay - Lowrise	-4	15	2009	32836		2020	33,493		21,314		21,314
Mailboxes - Townhouses	5	20	1995	11903		2020	12,141		10,198		10,198
Pool Equipment - Replace		8	2012	4305		2020	4,391		2,196		2,196
Handrail Repairs - Walkways		5	2016	6010		2021	6,130				
Tile Lobby - Lowrise	5	30	1986	3825		2021	3,902		3,345		3,345
Signage - Common	5	10	2006	3278		2021	3,344		2,229		2,229
Irrigation Repairs	1	4	2016	2334		2021	2,381				
Asphalt Slurry Seal - Townhouses	3	10	2009	35620		2022	36,332		19,563		19,563
Railings - Aluminum Lowrise Corridors	18	15	1991	96176		2024	98,100		74,318		74,318
Lighting - Pole Type - Townhouses		18	2006	27318		2024	27,864		15,480		15,480
Pool Deck - Recont	-6	15	2015	25040		2024	25,541		2,838		2,838
Signage - Monument	5	33	1986	4917		2024	5,015		3,959		3,959
Mailboxes - Lowrise	5	23	1996	4644		2024	4,737		3,384		3,384
Exterior Painting - Lowrise		10	2016	115927		2026	218,000				
Gutters & Downspouts - Townhouse - PH2		30	1996	67312		2026	68,658		45,772		45,772
Concrete Pathway - Repairs	1	10	2016	8487		2027	8,657				
Fencing Pool Area		30	2000	11656		2030	11,889		6,341		6,341
Spalling Repairs - Lowrise		20	2016	29379		2036	29,967				
Security System - Recreation Area	15	8	2015	1400		2038	1,428		62		62
Re-Roofing Remaining Repairs	1	30	2016	326850		2047	54,000				
Trellis Repairs		40	2015	133920		2055	136,598		3,415		3,415
Trellis Repairs		40	2016	253068		2056	81,600				
Roofing Aluminum Shake-Townhouses-PH1		99	2016	116000		2115	326,851				
Trellis Repairs		99	2016	36000		2115	36,000				
2016 End Yr Totals							2,377,325		1,295,045	517,217	777,828



# Wai'ale'ale Gardens

## Board Approved 2017 Cash Flow Plan

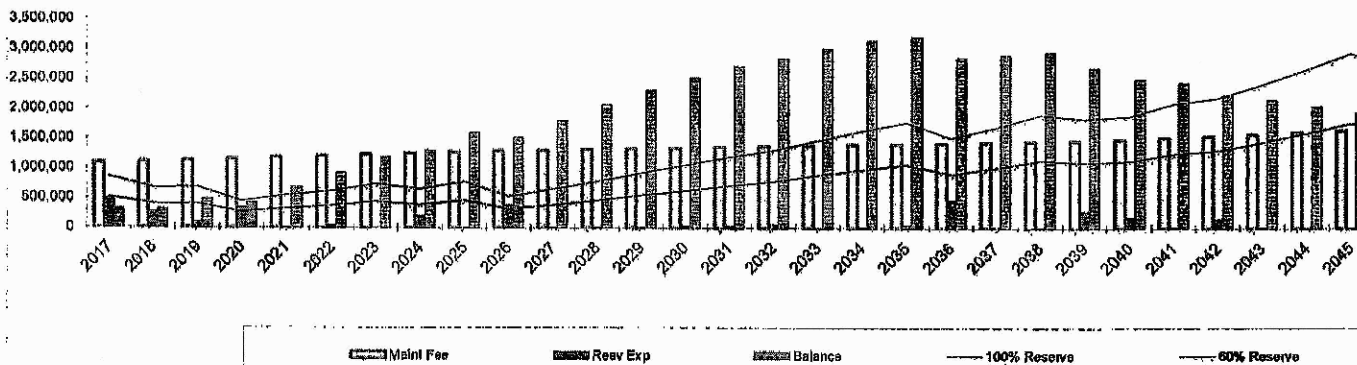
Prepared By: Reyna Machida and Hawaiiana Management Company, Ltd

### Maintenance Fee Plan to Accomplish All Known Improvements and Repairs For Next 30 Years

Assumed Rate of Inflation: 3%

Assumed Savings Interest Rate: 1%

30 Year Projection of Maintenance Fee Changes



#### Contingency Reserve Fur \$0

CY Year	Starting Balance	-Reserve Expense	-Loan Payments	-Operating Expenses	+Maint. Fees	+Other Income	+Interest Income	=Ending Balance	% Maint. Fee Change	Net Reserve Contrib.
2017	517,217	487,657	43,144	779,339	1,092,000	17,604	Included	316,681	6.4%	(200,536)
2018	316,681	282,638	43,144	802,719	1,113,840	11,904	3,153	317,077	2.0%	(2,752)
2019	317,077	105,729	43,144	826,801	1,136,117	11,904	4,033	493,456	2.0%	172,347
2020	493,456	346,779	43,144	851,605	1,158,839	11,904	4,581	427,252	2.0%	(70,785)
2021	427,252	17,735	43,144	877,153	1,182,016	11,904	5,552	688,692	2.0%	255,888
2022	688,692	44,162	43,144	903,468	1,205,656	11,904	8,021	923,500	2.0%	226,787
2023	923,500	0	46,739	930,572	1,229,769	11,904	10,557	1,198,419	2.0%	264,362
2024	1,198,419	207,996	0	958,489	1,254,365	11,904	12,483	1,310,686	2.0%	99,784
2025	1,310,686	5,248	0	987,244	1,279,452	11,904	14,601	1,624,151	2.0%	298,864
2026	1,624,151	382,022	0	1,016,861	1,292,247	11,904	15,768	1,545,187	1.0%	(94,732)
2027	1,545,187	11,634	0	1,047,367	1,305,169	11,904	16,742	1,820,001	1.0%	258,072
2028	1,820,001	8,517	0	1,078,788	1,318,221	11,904	19,414	2,082,235	1.0%	242,820
2029	2,082,235	3,395	0	1,111,151	1,331,403	11,904	21,966	2,332,962	1.0%	228,760
2030	2,332,962	29,005	0	1,144,486	1,344,717	11,904	24,245	2,540,337	1.0%	183,130
2031	2,540,337	27,025	0	1,178,821	1,358,164	11,904	26,224	2,730,784	1.0%	164,223
2032	2,730,784	56,604	0	1,214,185	1,371,746	11,904	27,872	2,871,517	1.0%	112,861
2033	2,871,517	3,821	0	1,250,611	1,385,463	11,904	29,430	3,043,882	1.0%	142,935
2034	3,043,882	22,147	0	1,288,129	1,399,318	11,904	30,944	3,175,771	1.0%	100,946
2035	3,175,771	57,020	0	1,326,773	1,413,311	11,904	31,965	3,249,158	1.0%	41,422
2036	3,249,158	467,047	0	1,366,576	1,427,444	11,904	30,520	2,885,404	1.0%	(394,275)
2037	2,885,404	23,118	0	1,407,573	1,441,719	11,904	28,969	2,937,303	1.0%	22,931
2038	2,937,303	6,378	0	1,449,801	1,456,136	11,904	29,432	2,978,597	1.0%	11,861
2039	2,978,597	284,982	0	1,493,295	1,470,697	11,904	28,308	2,711,229	1.0%	(295,676)
2040	2,711,229	181,291	0	1,538,093	1,485,404	11,904	26,002	2,515,155	1.0%	(227,076)
2041	2,515,155	24,101	0	1,584,236	1,515,112	11,904	24,745	2,458,578	2.0%	(81,321)
2042	2,458,578	150,874	0	1,631,763	1,545,414	11,904	23,459	2,256,719	2.0%	(225,310)
2043	2,256,719	18,098	0	1,680,716	1,576,323	11,904	22,014	2,168,145	2.0%	(110,888)
2044	2,168,145	9,753	0	1,731,138	1,607,849	11,904	21,076	2,068,083	2.0%	(121,138)
2045	2,068,083	5,449	0	1,783,072	1,640,006	11,904	19,998	1,951,471	2.0%	(116,611)
2046	1,951,471	535,695	0	1,836,564	1,672,806	11,904	16,077	1,279,999	2.0%	(687,549)

**PAID**

**DOCUTRIEVE®**

Order ID: 268158  
Order Date: 12/09/2016

235 Queen Street, Lower Level; Honolulu, HI 96813 Phone: (808) 533-2292 Fax: (808) 533-2271

**Ship To:** LEONARD JAFFE REAL ESTATE LLC

**Bill To:** LEONARD JAFFE REAL ESTATE LLC

44-014 AUMOANA PL  
Kaneohe, HI 96744

**Attn:** LEONARD JAFFE

**Phone:** 808-341-5172

44-014 AUMOANA PL  
Kaneohe, HI 96744

**Attn:** LEONARD JAFFE

**Phone:** 808-341-5172

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**Client Reference:**

**Client Reference Notes:** Paid with Credit Card - 8508, Leonard A Jaffe

**Special Instructions:**

**Delivery Options:** Email

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**Condo Package**

**Full Package: WAIALAE GARDENS - 4954 KILAUEA AVE Apt/Unit #52**

Description			Price
Approved Annual Minutes	03/28/2016	3 Page(s)	
Approved BOD Minutes	06/27/2016	4 Page(s)	
Approved BOD Minutes	08/24/2016	3 Page(s)	
Approved BOD Minutes	10/05/2016	3 Page(s)	
Bylaw Amendment	04/05/1973	3 Page(s)	
Bylaws (Restated)	03/28/1991	17 Page(s)	
CPR/HPR (Restated)	04/03/1991	13 Page(s)	
CPR/HPR (Restated)	09/16/2005	4 Page(s)	
CPR/HPR (Restated)	08/04/2008	5 Page(s)	
CPR/HPR Amendments	04/29/1971	14 Page(s)	
CPR/HPR Amendments	09/16/1971	4 Page(s)	

**Thank You For Your Patronage**

Statement of Responsibility

Title Guaranty of Hawaii, Inc. (doing business as and herein referred to as "Docutrieve") has provided the information in this disclosure packet for use by seller of property referenced in the attached documents. Docutrieve has used reasonable care in collecting and maintaining the information but it has relied upon other sources to provide such information and it makes no representation about completeness, accuracy, or timeliness of the information that the seller is using. This information complies with the requirements of the Mandatory Seller Disclosures in Real Estate Transactions law (Section 508D-1, Hawaii Revised Statutes). The seller or any other user of this information is responsible for the completeness of information which is required to be provided to the buyer.

Pursuant to C-64 of the Purchase Contract, the seller is responsible for Condominium/Subdivisions/Homeowner Organizations documentation expenses whether or not the transaction is executed.

**PAID**

**DOCUTRIEVE®**

Order ID: 268158  
Order Date: 12/09/2016

235 Queen Street, Lower Level; Honolulu, HI 96813 Phone: (808) 533-2292 Fax: (808) 533-2271

Description			Price
CPR/HPR Amendments	09/13/1977	5 Page(s)	
CPR/HPR Amendments	02/02/1979	5 Page(s)	
CPR/HPR Declaration	09/16/1970	42 Page(s)	
Financial Statement	10/31/2016	6 Page(s)	
House Rules	11/03/2008	44 Page(s)	
Insurance Summary	04/10/2016	1 Page(s)	
Lenders Disclosure (HOA Cert.)	11/28/2016	2 Page(s)	
Operating Budget	01/01/2017	2 Page(s)	
Property Information (RR105c)	11/28/2016	5 Page(s)	
Reserve Study Summary	01/01/2017	3 Page(s)	
Price			\$330.00
Discount	0.00%		\$0.00
Discounted Price			\$330.00
Tax	4.712%		\$15.55
Condo Package SubTotal			\$345.55
Order Total			\$345.55

**Thank You For Your Patronage**

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