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**TITLE GUARANTY OF HAWAII, INCORPORATED**

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Total No. of Pages:

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AOAO Maui Vista  
2191 South Kihei Rd. Ste. 1119  
Kihei, HI 96753

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CERTIFICATION OF AMENDMENT TO THE  
SECOND RESTATEMENT OF DECLARATION  
OF HORIZONTAL PROPERTY REGIME OF MAUI VISTA

We, Barry Richardson and Don F. Smart being respectively President and Secretary of the Association of Apartment Owners of Maui Vista, do hereby certify that the document attached hereto is a true and correct copy of an amendment to the Second Restated Declaration of Horizontal Property Regime of Maui Vista dated August 31, 2007 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2007-163805, which amendment was made and adopted pursuant to Hawaii Revised Statutes, Section 514B-32(a)(11) by the written

consent of members of the Association of Apartment Owners of Maui Vista holding at least 67 percent of the project common interests.

DATED this 13th day of May, 2013.

ASSOCIATION OF APARTMENT OWNERS OF  
MAUI VISTA

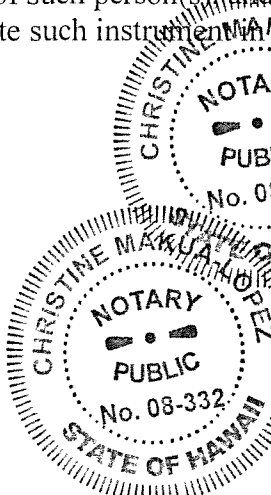
By Barry Richardson  
Barry Richardson  
Its: President

By Don F. Smart  
Don F. Smart  
Its: Secretary

STATE OF HAWAII           )  
  )   SS.  
COUNTY OF MAUI        )

On this 13th day of May, 2013, in the Second Circuit, State of Hawaii, before me personally appeared **BARRY RICHARDSON**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument identified or described as, Certification of Amendments to the Second Restatement of By-laws of Association of Apartment Owners of Maui Vista, as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Christine Makua Lopez, Notary Public, State of Hawaii  
My Commission Expires: 8/10/16

|   |   |  |
|---|---|--|
|  | Document Date: <u>5/13/13</u>   | # Pages: <u>4</u>                        |
|   | Name: <u>Christine Makua Lopez</u>                                      | 2nd Circuit                              |
|   | Document Description: <u>CERTIFICATION OF DECLARATION<br/>AMENDMENT</u> |  |
|   | Signature: <u>[Signature]</u>   | Date: <u>5/13/13</u> (Stamp / Seal Here) |
| NOTARY CERTIFICATION  |   |  |

[illegible]

On this 13th day of May, 2013, in the Second Circuit, State of Hawaii, before me personally appeared DON F. SMART, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument identified or described as, Certification of Amendments to the Second Restatement of By-laws of Association of Apartment Owners of Maui Vista, as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities. The foregoing instrument is dated 5/13/13 and contained 4 pages at the time of this acknowledgment/certification.

Christine Maucha-Lopez, Notary Public, State of Hawaii  
My Commission Expires: 8/10/16

Document Date: 5/13/13 # Pages: 4  
 Name: Christine Makua Lopez 2nd Circuit  
 Document Description: CERTIFICATION OF DECLARATION  
AMENDMENT

[Signature]      5/13/13      (Stamp / Seal Here)  
Signature                  Date

NOTARY CERTIFICATION

AMENDMENT TO THE SECOND RESTATEMENT OF DECLARATION  
OF HORIZONTAL PROPERTY REGIME OF MAUI VISTA CONDOMINIUM

A new subsection “e” shall be added to Article 9 “USE” of the Second Restatement of Declaration of Condominium Property Regime Of Maui Vista to read as follows:

e. Smoking is prohibited anywhere within, on or about the Project, that is, the project apartments, lanais, common elements or limited common elements, except in those area(s) of the common elements, specifically designated by the Board of Directors in its sole discretion, where smoking shall be allowed. For purposes of this Section e, the term “smoking” shall mean the lighting and/or burning of any tobacco or plant material; inhaling or exhaling the smoke/fumes of tobacco or any other plant material; lighting, burning or carrying any lighted smoking equipment for tobacco or any other plant material; and/or inhaling or exhaling from any lighted smoking equipment for tobacco or any other plant material.

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**TITLE GUARANTY OF HAWAII, INCORPORATED**

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ROBERT E. ROWLAND, AAL ALC  
P.O. Box 780  
Kula, Hawaii 96790-0780

CERTIFICATION OF AMENDMENT TO THE  
RESTATEMENT OF DECLARATION OF HORIZONTAL PROPERTY REGIME  
OF MAUI VISTA

That we, RENEE RICHARDSON and RITA BARKSDALE being, respectively,  
the President and Vice President of the Association of Apartment Owners of Maui Vista, do  
hereby certify that the document attached hereto is a true and correct copy of an amendment to  
the Restatement of Declaration of Horizontal Property Regime of Maui Vista dated October 27,  
1995, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-  
144341 which amendment was adopted by the written consent of members of the Association  
holding a majority of the project common interests pursuant to Hawaii Revised Statutes, Section  
514B-23(b).

Dated: August 31, 2007.

## ASSOCIATION OF APARTMENT OWNERS OF MAUI VISTA

By Renee Richardson  
Renee Richardson  
Its President

By Rita Barksdale  
Rita Barksdale  
Its Vice President

STATE OF HAWAII )  
COUNTY OF MAUI ) SS.

On this 31<sup>st</sup> day of August, 2007, before me personally appeared RENEE RICHARDSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii

Printed Name \_\_\_\_\_

My Commission Expires:

COLLEEN KIBLER

My Commission Expires: May 25, 2015

STATE OF HAWAII

COUNTY OF MAUI

SS.

On this 31<sup>st</sup> day of August, 2007, before me personally appeared RITA BARKSDALE, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

  
Notary Public, State of Hawaii

Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**COLLEEN KIBLER**

**My Commission Expires: May 25, 2011**

AMENDMENT TO RESTATEMENT OF DECLARATION OF  
HORIZONTAL PROPERTY REGIME  
OF MAUI VISTA

- 1) A new Section 28 is added to read as follows:

28. GOVERNING LAW. Notwithstanding anything to the contrary in this Declaration, the Project Bylaws, House Rules and/or the Condominium Map, this Project shall be governed by the provisions of Chapter 514B of the Hawaii Revised Statutes, as the same shall be amended from time to time, and this Declaration and the Project Bylaws, House Rules and/or Condominium Map, shall be deemed amended to the extent necessary to conform to and be consistent with the provisions of said Chapter 514B of the Hawaii Revised Statutes, as amended from time to time.



This is a copy of Bureau of Conveyances  
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**TITLE GUARANTY OF HAWAII, INCORPORATED**

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Robert E. Rowland AAL ALC  
P. O. Box 780  
Kula, Hawaii 96790-0780

## SECOND RESTATEMENT OF DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MAUI VISTA

WHEREAS, by Declaration of Horizontal Property Regime dated January 16, 1979 recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13420, Page 91, (the "Original Declaration") together with Condominium File Plan No. 592, the Horizontal Property Regime known as Maui Vista was created by Fee Owner, Kacor Realty, Inc., a California corporation; and

WHEREAS, attached to said Declaration and filed therewith were the By-Laws of the Association of Apartment Owners of Maui Vista, (the "Original By-Laws"); and

WHEREAS, the Original Declaration and Original By-Laws were restated by Restatement of Declaration of Horizontal Property Regime, (the "Restated Declaration") dated October 27, 1995 and recorded in said Bureau of Conveyances as Document No. 95-144341, and by Restatement of By-Laws of the Association of Owners of Maui Vista, dated October 27, 1995 and recorded in said Bureau of Conveyances as Document No.

95-144342 to include all amendments to said documents as of the date of recording of the restatements pursuant to Hawaii Revised Statutes §514A-82.2(a) and to conform with the provisions of Hawaii revised statutes Chapter 514A pursuant to Hawaii Revised Statutes §514A-82.2(c); and

WHEREAS, said Restated Declaration is hereby restated by resolution adopted by the Board of Directors pursuant to §514B-109(a), Hawaii Revised Statutes, to set forth all amendments to the said Restated Declaration as follows: Section 12 and new Section 28 "Governing Law;" and

WHEREAS, said Restated Declaration shall be restated as the Second Restatement of Declaration of Condominium Property Regime of Maui Vista, (the "Second Restated Declaration"), by resolution adopted by the Board of Directors pursuant to §514B-109(b), Hawaii Revised Statutes, to conform with the provisions of Hawaii Revised Statutes Chapter 514B;

NOW, THEREFORE, pursuant to §514B-109, Hawaii Revised Statutes, BE IT RESOLVED that the Second Restated Declaration attached hereto, shall be, and hereby is, adopted as the Second Restatement of Declaration of Condominium Property Regime of Maui Vista.

Portions of said Second Restated Declaration so restated solely for purposes of information and convenience pursuant to §514B-109(b), Hawaii Revised Statutes, are: Sections 3f, 7c, 9c, 12A, 18b, 18c, 23 and 29.

Said Second Restated Declaration correctly sets forth without change the corresponding provisions of the Restated Declaration, as amended, and said Second Restated Declaration supersedes the Original Declaration and Restated Declaration and all prior amendments thereto.

In the event of any conflict, the Second Restated Declaration shall be subordinate to any cited statute, ordinance, rule or regulation and to the Original Declaration and all prior amendments thereto.

The Second Restated Declaration is hereby adopted this 31<sup>st</sup> day of August, 2007.


ASSOCIATION OF APARTMENT OWNERS OF  
MAUI VISTA

By Renee Richardson  
Renee Richardson  
Its: President

By Rita Barksdale  
Rita Barksdale  
Its: Vice President


STATE OF HAWAII                    )  
  )    SS.  
COUNTY OF MAUI                )

On this 31<sup>st</sup> day of August, 2007, before me personally appeared RENEE RICHARDSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

  
\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name COLLEEN KIBLER  
My Commission Expires: My Commission Expires: May 25, 2011

STATE OF HAWAII                    )  
  )    SS.  
COUNTY OF MAUI                )

On this 31<sup>st</sup> day of August, 2007, before me personally appeared RITA BARKSDALE, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

  
\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name COLLEEN KIBLER  
My Commission Expires: My Commission Expires: May 25, 2011



SECOND RESTATEMENT OF DECLARATION OF  
CONDOMINIUM PROPERTY REGIME  
OF MAUI VISTA

WHEREAS, there now exists a new statute known as the "Condominium Property Act" designated as Chapter 514B of the Hawaii Revised Statutes, (in this Second Restatement referred to as "the Act"); and

WHEREAS, at Section 514B-23(b) of the Act, a condominium association, with the vote or written consent of owners holding at least a majority of the project common interests may adopt the Act, as opposed to Chapter 514A, to be the condominium act governing the condominium association and its project; and

WHEREAS, owners holding more than a majority of the common interests with respect to the Maui Vista condominium project voted to amend the Restatement of Declaration of Horizontal Property Regime of Maui Vista to the effect that the Maui Vista condominium project is to be governed by the provisions of the Act; and

WHEREAS, pursuant to Section 514B-109(a) and (b) of the Act, the Board of Directors of the Association of Apartment Owners of Maui Vista has voted to restate the Restatement of Declaration of Horizontal Property Regime of Maui Vista to incorporate all amendments thereto prior to the recording of this Second Restatement and the necessary provisions of the Act to have this Second Restatement conform to the Act;

NOW, THEREFORE, the Restatement of Declaration of Horizontal Property Regime of Maui Vista is restated to read as follows:

DECLARATION OF CONDOMINIUM PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS:

1. DESCRIPTION OF LAND. The land submitted to the Condominium Property Regime is described in Exhibit "A" attached hereto and made a part hereof for all purposes.

2. DESCRIPTION OF PROJECT. The improvements to be constructed on said land consist of three (3) four-story buildings, herein sometimes referred to as buildings "1," "2" and "3," respectively, without basements and with adjacent parking areas. Said buildings will be constructed principally of concrete blocks, reinforced concrete, glass and appropriate trim.

Buildings 1 and 2 are served by one (1) elevator and four (4) stairways, and building 3 by one (1) elevator and three (3) stairways.

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

a. Apartments. Two hundred and eighty (280) freehold estates are hereby designated in the spaces within the perimeter walls, floors and ceilings of each of the two hundred and eighty (280) apartments of the project. Said spaces, together with lanai, if any, are herein referred to as "apartments".

b. Type of Apartments. Each of the apartments are designated on said plans and described as follows:

(1) There are nine (9) apartments designated Type A, each containing approximately six hundred and five (605) square feet, exclusive of a lanai, and consisting of one bedroom, one bathroom, kitchen and living-dining room. Each Type A apartment has a lanai of approximately seventy-nine (79) square feet, except for apartment numbers 1101, 2101 and 3101, which have lanais of approximately one hundred and fifty-eight (158) square feet.

(2) There are eighteen (18) one-bedroom apartments designated Type A1, which are identical to the Type A apartments except for a reverse floor plan. Each Type A1 apartment has a lanai of approximately seventy-nine (79) square feet except for apartment numbers 1118, 1125, 2112, 2124, 3113 and 3122, which have lanais of approximately one hundred and fifty-eight (158) square feet.

(3) There are eighty-four (84) apartments designated Type B, each containing approximately five hundred and eighty-eight (588) square feet, exclusive of a lanai, and consisting of one bedroom, one bathroom, kitchen and living-dining room. Each Type B apartment has a lanai of approximately seventy-one (71) square feet except for apartment numbers 1103, 1105, 1107, 1109, 1111, 1115, 1117, 1120, 1122, 1124, 2103, 2107, 2109, 2111, 2115, 2117, 2119, 2121, 2123, 3103, 3105, 3107, 3112, 3116, 3119 and 3121, which have lanais of approximately one hundred and forty-two (142) square feet.

(4) There are eighty-two (82) one-bedroom apartments designated Type B1, which are identical to the Type B apartments except for a reverse floor plan. Each Type B1 apartment has a lanai of approximately seventy-one (71) square feet except for apartment numbers 1102, 1104, 1106, 1108, 1110, 1112, 1116, 1121, 1123, 2102, 2104, 2108, 2110, 2114, 2116, 2118, 2120, 2122, 3102, 3104, 3106, 3108, 3111, 3115, 3117 and 3120, which have lanais of approximately one hundred and forty-two (142) square feet.

(5) There are two (2) apartments designated Type C1, each containing approximately six hundred and thirty-one (631) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, and consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

(6) There are two (2) apartments designated Type C2, each containing approximately six hundred and fifteen (615) square feet, exclusive of a lanai of approximately one hundred and forty-five (145) square feet, and consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

(7) There are three (3) two-story apartments designated Type D, each containing approximately eight hundred and forty-five (845) square feet, exclusive of a lanai of approximately seventy-nine (79) square feet, and consisting of two bedrooms, two bathrooms, kitchen, living-dining room and lanai.

(8) There are six (6) two-bedroom, two-story apartments designated Type D1, which are identical to the Type D apartments except for a reverse floor plan.

(9) There are twenty-nine (29) two-story apartments designated Type E, each containing approximately eight hundred and twenty-two (822) square feet, exclusive of a lanai of approximately seventy-one (71) square feet, and consisting of two bedrooms, two bathrooms, kitchen, living-dining room and lanai.

(10) There are twenty-eight (28) two-bedroom, two story apartments designated Type E1, which are identical to the Type E apartments except for a reverse floor plan.

(11) There is one (1) two-story apartment designated Type F, containing approximately eight hundred and seventy-five (875) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, and consisting of two bedrooms, two bathrooms, kitchen, living-dining room and lanai.

(12) There is one (1) apartment designated Type G, containing approximately five hundred and eighty-four (584) square feet, exclusive of a lanai of approximately one hundred and forty-five (145) square feet, and consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

(13) There are three (3) apartments designated Type H, each containing approximately six hundred and sixteen (616) square feet, exclusive of a lanai, and consisting of one bedroom, one bathroom, kitchen, and living-dining room. Each Type H apartment has a lanai of approximately seventy-one (71) square feet except for apartment number 3118, which has a lanai of approximately one hundred and forty-two (142) square feet.

(14) There are two (2) one-bedroom apartments designated Type H1, which are identical to the Type H apartments except for a reverse floor plan. Each Type H1 apartment has a lanai of approximately seventy-one (71) square feet.

(15) There are six (6) apartments designated Type J, each containing approximately six hundred and three (603) square feet, exclusive of a lanai, and consisting of one bedroom, one bathroom, kitchen and living-dining room. Each Type J apartment has a lanai of approximately seventy-three (73) square feet except for apartment numbers 2113 and 3114,

which have lanais of approximately one hundred and forty-five (145) square feet.

(16) There is one (1) two-story apartment designated Type K, containing approximately eight hundred and fifty-five (855) square feet, exclusive of a lanai of approximately seventy-one (71) square feet, consisting of two bedrooms, two bathrooms, kitchen, living-dining room and lanai.

(17) There is one (1) two-bedroom, two-story apartment designated Type K1, which is identical to the Type K apartment except for a reverse floor plan.

(18) There are two (2) two-story apartments designated Type L, each containing approximately eight hundred and forty-two (842) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, and consisting of two bedrooms, two bathrooms, kitchen, living-dining room and lanai.

c. Access. Each apartment has immediate access to the balcony corridor of its designated floor leading to the elevator and stairways serving such floor and thence by walkways and driveways connecting the building to the parking areas and street entrance of the project.

d. Location of Apartments. Each apartment has been given a number designation by which its location in the project can be determined. The first digit of each apartment number indicates the building within which the apartment is located, the second digit indicates the floor of the building on which the apartment is located, and the last two digits indicate the apartment. Apartment numbers 1101 through 1425, inclusive, refer to apartments located in building 1, apartment numbers 2101 through 2424, inclusive, refer to apartments located in building 2, and apartment numbers 3101 through 3422, inclusive, refer to apartments located in building 3.

e. Limits of Apartments. The respective apartments shall not be deemed to include the perimeter or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility 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, the doors and door frames, windows and window frames, the adjacent balcony air space, if any, and all fixtures originally installed in the apartment. Notwithstanding the designation of the limits of the apartments set forth in paragraph 3.a above, all apartment and lanai areas are computed by measuring from the exterior face of exterior walls and from the centerline of interior party walls, and no reduction has been made to account for interior walls, ducts, vent shafts and the like located within the perimeter walls.

f. Common Elements. One freehold estate is hereby designated in all of the remaining portions of the project, herein called the "common elements," which shall include all portions of the land and improvements other than the apartments, including the buildings, the land on which they are located, and, except as otherwise expressly provided herein, all common

elements mentioned in the Act which are actually constructed on the land described herein. Said common elements shall include, but shall not be limited to:

- (1) All land described in Exhibit "A;"
- (2) All foundations, columns, girders, beams, floor slabs, supports, perimeter and load-bearing walls (except for the inner decorated surface within each apartment), roofs, elevators, stairways, walkways, entrances and exits of said buildings;
- (3) All restrooms, yards, grounds, landscaping, swimming pools, swimming pool equipment rooms, tennis courts, recreational areas, refuse areas, electrical room and elevator lobby areas, if any;
- (4) All driveways, loading areas, parking areas;
- (5) All pipes, cables, conduits, ducts, electrical equipment, trash chutes, wiring and other central and pertinent transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, lights, gas, water, sewer, telephone and television signal distribution, if any;
- (6) The Manager's apartment; and
- (7) Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.
- (8) Designation of additional areas to be common elements or subject to common expenses shall require the approval of 67% of the apartment owners, but the foregoing owner approval shall not apply to the purchase of an apartment for a resident manager, which may be purchased with the approval of the Board. (Section 514B-104(a)(8) of the Act)
- (9) The Owners have the right to amend the Declaration to change the permitted uses of the common elements; provided that subject to Section 514B-140(c) of the Act:
  - (i) Changing the common element open spaces or landscaped spaces to other uses shall not require an amendment to the Declaration, and
  - (ii) Minor additions to or alterations of the common elements for the benefit of individual apartments are permitted if the additions or alterations can be accomplished without substantial impact on the interests of other owners in the common elements, as reasonably determined by the Board. (Section 514B-38 of the Act)
- (10) No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his apartment. Subject to such terms and conditions as may be specified in the By-Laws, any apartment owner may, by conveying his apartment and his



common interest to the Board of Directors on behalf of all other apartment owners, exempt himself from common expenses thereafter accruing. (Section 514B-144(g) of the Act)

4. **PARKING EASEMENT.** Each apartment shall have appurtenant thereto a nonexclusive easement in common with all other apartments to park one (1) passenger car or other vehicle which is no larger than a passenger car in any parking stall within the parking areas. Such nonexclusive easement shall not be transferred independently of or in any other manner separated from the apartment to which it is appurtenant and shall be deemed to be conveyed or transferred with the apartment even though not expressly mentioned or described in the apartment deed or other conveyance instrument. The foregoing notwithstanding, the Board of Directors of the Association of Apartment Owners (herein called the "Board") shall have the right to designate up to twenty (20) parking stalls to be utilized for guest parking.

5. **COMMON INTEREST.** Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (herein called the "common interest") and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting, according to the plan of such apartment as follows:

| Type |       | Common Interest |
|------|-------|-----------------|
| A    | ( 9): | .332            |
| A1   | (18): | .332            |
| B    | (84): | .322            |
| B1   | (82): | .322            |
| C1   | ( 2): | .346            |
| C2   | ( 2): | .337            |
| D    | ( 3): | .463            |
| D1   | ( 6): | .463            |
| E    | (29): | .451            |
| E1   | (28): | .451            |
| F    | ( 1): | .480            |
| G    | ( 1): | .320            |
| H    | ( 3): | .338            |
| H1   | ( 2): | .338            |
| J    | ( 6): | .332            |
| K    | ( 1): | .469            |
| K1   | ( 1): | .469            |
| L    | ( 2): | .462            |

The apartment number, apartment type, and floor area of each respective apartment, including the separately itemized area of each such apartment's appurtenant lanai and the appurtenant individual percentage interest in the common elements are set forth in Exhibit C attached hereto and made a part hereof.

6. LIMITED COMMON ELEMENTS. Those portions of the common elements which are rationally related to less than all of the apartments, herein called the "limited common elements," are hereby designated and set aside for the exclusive use of such apartments and such apartments shall have appurtenant thereto easements for the use of such limited common elements.

7. EASEMENTS. In addition to the parking easements set forth in paragraph 4. above and any easements herein designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

a. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and in 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, if any, as herein provided; and in all other apartments of the building for support.

b. If any part of the common elements encroaches upon any apartment or limited common, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event the building 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.

c. The Association shall have the irrevocable right, to be exercised by the Board, to have access to each apartment at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to another apartment or apartments. Each apartment owner shall afford the Association and the other apartment owners, and to the employees, independent contractors or agents of the Association or other apartment owners, during reasonable hours, access through the owner's apartment reasonably necessary for the operation of the Project and the maintenance, repair and replacement of an apartment. Unless entry is made pursuant to the circumstances described in the first sentence of this subsection c, if damage is inflicted on the common elements or on any apartment through which access is taken, the apartment owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair thereof; provided that the Association shall not be responsible to pay the cost of removing or replacing any finished surfaces or other barriers that impede its ability to maintain and repair the common elements. (Section 514B-137 of the Act)

d. Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments for access to any common elements located in such apartment.

8. ALTERATION AND TRANSFER OF INTERESTS. Except as otherwise provided in this Declaration, the common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of

apartments affected thereby as expressed in an amendment to this Declaration duly recorded, 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 the Act.

9. USE. The buildings and other improvements and each apartment within the project shall be restricted to the following uses:

a. Each apartment shall be used and occupied only as private dwellings by the owner thereof, his tenants, family, domestic servants and social guests. Subject to such limitation, the owner of each apartment shall have the absolute right to lease or rent same for long-term or transient purposes subject to the limitations, restrictions, covenants and conditions of this Declaration, the By-Laws and any conveyance document.

b. No owner will suffer anything to be done or kept in his apartment or elsewhere which will jeopardize the soundness of any building, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the corridors, stairways or walkways of the project, or which will increase the rate of fire insurance on the improvements of the project or the contents thereof, or which will reduce the value of any such improvements.

c. Anything herein to the contrary notwithstanding, no apartment owner shall do any work which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, nor may any apartment owner add any material structure or excavate any basement or cellar without in every such case the consent of sixty-seven percent (67%) of the apartment owners being first obtained; the consent of all apartment owners whose apartments or appurtenant limited common elements are directly affected; and the approval of the Board, which shall not unreasonably withhold such approval; provided the Board shall always have the right to disapprove a proposed addition or alteration that the Board reasonably determines could jeopardize the soundness or safety of the Project, impair any easement, or interfere with or deprive any nonconsenting Owner of the use or enjoyment of any part of the Project. provided, further that nonmaterial structural additions to the common elements (as defined in Section 514B-140 of the Act), or additions to or alterations of an apartment made within such apartment or within a limited common element appurtenant to and for the exclusive use of the apartment, shall require approval only by the Board of Directors, which approval shall not be unreasonably withheld, and such percentage, number, or group of apartment owners as may be required by this Declaration or the By-Laws. (Section 514B-140 of the Act)

d. The owner of an apartment shall not, without the prior written consent of the Board, display any sign or place any other thing upon any door, window, wall or other portion of the apartment or the common elements so as to be visible from any point outside of his apartment.

10. ALTERATION OF ADJACENT APARTMENTS. Subject to the prior written consent and approval of the plans therefor by the Board, the holders of all liens affecting such apartments (if the lien holders require such consent) and all other apartment owners directly affected thereby as determined by the Board, the owner of two (2) adjacent apartments which are separated only by a wall shall have the right to make additions to or alterations within such apartments, including the alteration and removal of all or a portion of the intervening wall separating the apartments whether or not load-bearing; provided that no work shall be done which would jeopardize the structural integrity or safety of the building, reduce the value thereof or detract from the appearance of the building, or impair any easement. Said plans shall be prepared by a licensed architect and, if required by the Board, a licensed structural engineer. The owner of such adjacent apartments may install in and attach such doors and other devices to any opening or openings made in such intervening wall and may remove and retain ownership of the items so installed. Said additions and alterations may be undertaken without an amendment to this Declaration or a filing of a complete set of floor plans of the building as so altered. Upon termination of the common ownership of such adjacent apartments, any intervening wall which has been altered or removed pursuant to the foregoing provisions shall be restored substantially to the condition in which the same existed prior to such alteration or removal.

11. 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 Act, this Declaration and the By-Laws, and, specifically but without limitation, the Association shall:

a. 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.

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

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

d. Before commencing or permitting construction of any improvement on the project, obtain a bond or certificate thereof naming all of the apartment owners and their

respective mortgagees, if any, as their interests may appear, in a penal sum not less than one hundred percent (100%) of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of such construction free and clear of all mechanic's and materialman's liens.

e. Observe any setback lines affecting the project 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.

f. Not erect or place on the project any building or structure, including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect, unless first 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.

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

12. **MANAGING AGENT.** Operation of the project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Board of Directors, as it deems advisable, in accordance with the By-Laws. (prior amendment recorded as Document No. 2002-032320)

12A. Annual Registration. Register with the Real Estate Commission as provided in Section 514B-103 of the Act and to comply with all requirements and impositions therein set forth. (Section 514B-103 of the Act)

13. **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 and the cost of all utility services, including water, sewer, electricity and gas, garbage disposal and any other similar services unless separately metered, 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 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 Act, provided that thirty (30) days prior

written notice of intention to foreclose shall be mailed, postage prepaid, to all persons or entities having any interest in such apartment as shown in the Association's record of ownership.

14. **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, the House Rules, and all agreements, decisions and determination 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.

15. **FIRE AND EXTENDED COVERAGE INSURANCE.** The Association, at its common expense, shall at all times keep all buildings of the project, including the common elements and, whether or not part of the common elements, all exterior and interior walls, floors and ceilings, in accordance with the as-built condominium plans and specifications, insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Hawaii having a financial rating by Best's Insurance Reports of Class VI or better in an amount sufficient to provide for the full repair or full replacement thereof without deduction for depreciation, in the name of the Association 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 the State of Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time cause to be deposited promptly with the Secretary of the Association true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment to insure his apartment for his own benefit. Flood insurance shall also be provided under the provisions of federal Flood Disaster Protection Act of 1973 if the property is located in an identified flood hazard area designated by the Department of Housing and Urban Development with minimum limits equal to aggregate of the outstanding principal balances of all mortgage loans or apartments in the project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The members of the Association may, by majority vote at any meeting of the Association require that the exterior glass of the project also be insured under such policy. Such policy (unless unobtainable):

a. Shall contain no provision limiting or prohibiting other insurance by the owner of any apartment, such right being provided by statute, but if obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any such other insurance.

b. Shall contain no provision relieving the insurer from liability for loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or, if obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty on condition caused by the Board or the owner or tenant of any apartment, or by reason of any act or neglect of the Board or the owner or tenant of any apartment.



c. Shall provide that the policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Association) except by the insurer giving at least sixty (60) days prior written notice thereof to the Board, every first mortgagee of an apartment and every other person in interest who shall have requested such notice of the insurer.

d. Shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against the owner or lessee of any apartment.

e. Shall contain a provision waiving any right of the insurer to repair, rebuild or replace, if a decision is made pursuant to paragraph 19 of this Declaration not to repair, reinstate, rebuild or restore the damage or destruction.

f. Shall provide that any loss shall be adjusted with the Board and the mortgagee of any apartment directly affected by the loss.

g. Shall contain a standard mortgagee clause which:

(1) Shall name the holder of any mortgage affecting any apartment whose name shall have been furnished to the Board.

(2) Shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Board of the owner or lessee of any apartment.

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

(4) Shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to a corporate trustee selected by the Board who shall be a bank or trust company doing business in Honolulu, Hawaii, hereinafter referred to as the "Insurance Trustee" or "Trustee".

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

h. Shall name all apartment owners as insureds.

i. Shall provide for payment of the proceeds to the Insurance Trustee, except in the case of damage to a single apartment in which case the proceeds shall be paid to the owner and mortgagee, if any, of such apartment, as their respective interest may appear.

j. Shall contain a provision requiring the insurance carrier at the inception of the Policy and on each anniversary date thereof to provide the Board with a written summary describing said Policy. Such summary shall include the type of the Policy, a description of the coverage and limits thereof, the amount of the annual premium and renewal dates. (prior amendment recorded in Liber 13906 at Page 450)

16. **COMPREHENSIVE LIABILITY INSURANCE.** The Board shall procure and maintain from a company or companies qualified to do business in Hawaii (and, if necessary, to procure the required coverage from other companies) a policy or policies (hereinafter called the "Policy") of Public Liability Insurance to insure the Board, each apartment owner, the Manager and other employees of the Association of Apartment Owners against claims for personal injury, death and property damage arising out of the condition of the property or activities thereon under the Comprehensive General Liability form to include (1) Water Damage Legal Liability and (2) Fire Damage Legal Liability. Said insurance shall provide combined single-limit coverage of not less than One Million Dollars (\$1,000,000.00) and:

a. Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or by any breach of warranty or condition caused by the owner of any apartment or by any act or neglect of the owner or tenant of any apartment.

b. Shall provide that the policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Association) except by the insurer giving at least sixty (60) days prior written notice thereof to the Board, every first mortgagee of an apartment and every other person who shall have requested such notice of the insurer.

c. Shall contain a waiver by the insurer of any right of subrogation to any right of the Board or apartment owners against any of them or any other persons under them.

d. Shall contain a "severability of interest" endorsement precluding the insurer from denying the claim of an apartment owner because of negligent acts of the Association or the other apartment owners. (prior amendment recorded in Liber 13906 at Page 450)

17. **INSURANCE AGAINST ADDITIONAL RISKS.** The Board may also procure insurance against such additional risks as the Board may deem advisable for the protection of the apartment owners of a character normally carried with respect to properties of comparable character and use in the County of Maui.



## 18. MISCELLANEOUS INSURANCE PROVISIONS.

a. The Board shall review not less frequently than annually the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to the owner of each apartment, and to the holder of any mortgage on any apartment who shall have requested a copy of such report. At the request of any mortgagee of any apartment, the Board shall furnish to such mortgagee a copy of the Policy described in paragraph 15 of this Declaration and of any other policy to which a mortgagee endorsement shall have been attached. Copies of every policy of insurance procured by the Board shall be available for inspection by any apartment owner (or purchaser holding a contract to purchase an interest in an apartment) at the office of the Managing Agent. Any coverage procured by the Board shall be without prejudice to the right of the owners of apartments to insure such apartments and the contents thereof for their own benefit at their own expense. All policies shall include a provision requiring the insurance carrier, at the inception of the policy and on each anniversary date, to provide the Board with a written summary, in laymen's terms, of the policy including the type of policy, a description of the coverage and the limits thereof, amount of annual premium and renewal dates. The Board shall provide this information to each apartment owner.

b. The Board in the case of a claim for damage to an apartment or the common elements, may:

(i) Pay the deductible amount as a common expense;

(ii) After notice and an opportunity for a hearing; assess the deductible amount against the Owners who caused the damage or from whose apartments the damage or cause of loss originated; or

(iii) Require the apartment owners of the apartments affected to pay the deductible amount. (Section 514B-143(d) of the Act)

c. The Board, with the vote or written consent of a majority of the apartment owners, may require apartment owners to obtain reasonable levels of insurance. The liability of an apartment owner shall include but not be limited to the deductible of the owner whose apartment was damaged, any damage not covered by insurance required by this subsection (b) as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If the apartment owner does not purchase or produce evidence of insurance requested by the Board, the directors may, in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the apartment owner. In no event is the Association or Board liable to any person either with regard to the failure of an apartment 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. (Section 514B-143(g) of the Act)

## 19. DAMAGE AND DESTRUCTION.

a. If any building is damaged by fire or other casualty which is insured against and said damage is limited to a single apartment, the insurance proceeds shall be used by the owner and mortgagee, if any, of such apartment to pay the contractor employed by the Board to rebuild or repair such apartment, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor.

b. If such damage extends to two or more apartments or extends to any part of limited common elements or to the common elements, the Board shall thereupon contract to repair or rebuild the damaged portions of the building, including all apartments so damaged, as well as the common elements, in accordance with plans and specifications therefor, which will restore the same to the design immediately prior to the destruction or damage, or, if reconstruction in accordance with said design is not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Board and the mortgagee of record of any interest in an apartment directly affected thereby; provided that:

(1) In the event said modified plan eliminates any apartment that may have been damaged or destroyed and such apartment is not reconstructed, the Insurance Trustee shall pay to the owner of said apartment and the mortgagee of record of any interest in said apartment, as their interests may appear, the portion of said insurance proceeds allocable to the owner's common interest (less the proportionate share of said apartment in the cost of debris removal) and shall disburse the balance of insurance proceeds as hereinafter provided for the disbursement of insurance proceeds.

(2) In the event the restoration of the building in accordance with the original plans and specifications or with such modified plan as shall have been previously approved by the Board and the mortgagee of record of any interest in an apartment directly affected thereby shall not be permissible under the laws and regulations then existing, the proceeds of the insurance, after paying the cost of the removal of the debris, shall be disbursed to owners of apartments so damaged and their mortgagees of record, as their interests may appear, in proportion to the respective common interests of said owners.

(3) In the event the insurance proceeds are insufficient to restore the building, then the project shall be rebuilt, repaired or restored as prescribed in this Declaration or in accordance with such modified plan as shall have been previously approved by the Board, a majority of the owners of apartments directly affected thereby and the mortgagees of record of any interest in an apartment directly affected thereby, unless the owners of at least seventy-five percent (75%) of the interests in the common elements execute an instrument within ninety (90) days of the loss expressing their decision not to rebuild, repair or restore. In such event the proceeds of the insurance shall be first used to remove any remaining improvements and the balance, if any, shall be paid to the owners and said mortgagees, as their interests shall appear, in proportion to the percentage interest of each owner in the common elements appurtenant to his apartment, and the owners shall be released and relieved of all obligations to rebuild.

c. The insurance proceeds shall be paid by the Trustee to the contractor

employed for such work, in accordance with the terms of the contract for such construction and in accordance with the terms of this Paragraph 19. If the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such common elements, the Board is expressly authorized to pay such costs in excess of the insurance proceeds from the maintenance fund, and if the maintenance fund is insufficient for this purpose, the Board shall levy a special assessment on all apartment owners in proportion to their respective common interests. Any costs in excess of the insurance proceeds for the repairing and/or rebuilding of any apartment shall be specially assessed against such apartment.

d. The cost of the work (as estimated by the Board) shall be paid out from time to time or at the direction of the Board as the work progresses, but subject to the following conditions:

(1) The work shall be in charge of an architect or engineer (who may be an employee of the Association).

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

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

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

(5) The fees and expenses of the Trustee as determined by the Board and the Trustee shall be paid by the Association as common expenses, and such fees and expenses may be deducted from any proceeds at any time in the hands of the Trustee.

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

Upon the completion of the work and payment in full therefor, any remaining proceeds of insurance then or thereafter in the hands of the Board or the Trustee shall

be paid or credited to the apartment owners directly affected thereby and their mortgagees of record in proportion to their respective common interests.

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

20. CONDEMNATION. In the event of a taking by eminent domain of part or all of the common elements, all compensation payable for or on account of the taking of any land shall be payable to each apartment owner affected, and his mortgagee, if any, in proportion to their respective common interest; provided that in the event of a partial taking of an apartment or apartments and improvements which shall be capable of being restored, then the award payable on account of such an apartment or apartments and improvements shall be payable to a condemnation trustee, which shall be a bank or trust company designated by the Board doing business within the State of Hawaii. The Board of Directors shall arrange for the repair and restoration of such apartment or apartments and improvements as nearly as possible in accordance with the design thereof immediately prior to such condemnation or if such repair and restoration in accordance with said design are not permissible under the laws then in force, in accordance with such modified plans as shall be previously approved by the Board and the mortgagee of record of any interest in any apartment directly affected thereby. The condemnation trustee shall disburse the proceeds of such award received by such trustee to the contractor engaged in such repair and restoration in the same way funds are disbursed for repair and restoration work under Paragraph 19 hereinabove, and in the event such proceeds are insufficient to pay the costs thereof, the Board shall pay any deficiency, and if the Board's maintenance fund is insufficient for this purpose, the Board shall levy a special assessment on each remaining apartment owner.

21. ALTERATION OF PROJECT. Except as otherwise provided in this Declaration, restoration or replacement of the project or any building or other structure thereof or construction of any additional building or other structure or structural alteration or addition thereto, different in any material respect from said plans of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record or file of record such amendment together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer. 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 the written approval of the

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

22. **MAINTENANCE RESERVE FUND.** The Board shall establish and maintain a reserve fund by the assessment of and payment by all the apartment owners in 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 assessments, and such assessments 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 shall be terminated or waived, said funds 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 apartment owners of any apartments then reconstituted as a new Condominium Property Regime. As required by the Act, the Association shall assess the apartment owners to fund the estimated replacement reserves and shall compute the estimated replacement reserves by a formula which is based on the estimated life and the estimated capital expenditure or major maintenance expense of each part of the property for which the Association is responsible. The estimated replacement reserves shall include:

(1) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and

(2) Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed \$10,000.

23. **AMENDMENT OF DECLARATION.** This Declaration may be amended by the affirmative vote or written consent of not less than sixty-seven percent (67%) of the apartment owners. (Section 514B-32(11) of the Act) effective only upon the filing of an instrument setting forth such amendment and vote duly executed by such apartment owners or by the proper officers of the Association. (Deleted language no longer applicable) In case of a modification or amendment to the By-Laws, this Declaration may be amended to set forth such modification or amendment pursuant to such percentage vote as is required by the By-Laws to render the modification or amendment thereof effective.

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

25. INVALIDITY. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of any other provision of this Declaration.

26. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or the intent of any provisions of this Declaration.

27. RESERVED. (No longer applicable)

28. GOVERNING LAW. Notwithstanding anything to the contrary in this Declaration, the Project Bylaws, House Rules and/or the Condominium Map, this Project shall be governed by the provisions of Chapter 514B of the Hawaii Revised Statutes, as the same shall be amended from time to time, and this Declaration and the Project Bylaws, House Rules and/or Condominium Map, shall be deemed amended to the extent necessary to conform to and be consistent with the provisions of said Chapter 514B of the Hawaii Revised Statutes, as amended from time to time. (prior amendment dated AUGUST 31, 2007)

29. RESTATEMENT OF DECLARATION. The Association may at any time restate this Declaration or the Bylaws in the manner prescribed by Section 514B-109 of the Act. (Section 514B-109 of the Act)



## DESCRIPTION OF LAND

All of that certain parcel of land (being all of the land described in land patent grant number 11,949 to Douglas Seo Sheong Dang) situate, lying and being at Kamaole, district of Kula, Island and County of Maui, State of Hawaii, being Lot Number twenty-two-B-two (22-B-2), same being a portion of Lot Number twenty-two-B (22-B), of the tract of land known as the "Kamaole Homesteads," and thus bounded and described as follows:

Being at a pipe at the southwest corner of this lot, the northwest corner of Lot 23-B, Kamaole Homesteads (Grant 7925 to Mrs. K. Thompson) and on the northeast side of Kilei-Makena Road (60 feet wide), the coordinates of said point of beginning referred to government survey triangulation station "Puu O Kali" being 1987.43 feet south and 20,988.56 feet west, as shown on government survey registered map 3005, and running by azimuths measured clockwise from true south:

- |    |      |     |         |   |
|----|------|-----|---------|---|
| 1. | 168° | 35' | 102.79  | Feet along the northeast side of Kihei-Makena Road;   |
| 2. |      |     |         | Thence on a curve to the left with a radius of 1667.02 feet along the northeast side of Kilei-Makena Road, the chord azimuth and distance being 164° 01' 39" 264.82 feet to a pipe; |
| 3. | 273° | 00' | 1099.70 | Feet along Lot 22-B-1 Kamaole Homesteads to a pipe;   |
| 4. | 344° | 40' | 368.72  | Feet along Lot 22-A, Kamaole Homesteads to a pipe;  |
| 5. | 93°  | 00' | 1104.00 | Feet along Lot 23-B Kamaole Homesteads (grant 7925 to Mrs. K. Thompson) to the point of beginning.  |

Containing an area of 8.82 acres, or thereabouts.

## EXHIBIT "B"

Exhibit "B" to the Original Declaration, the Original By-Laws, has been separately restated as the "Second Restatement of By-Laws of the Association of Apartment Owners of Maui Vista" and recorded simultaneously with this Second Restatement of Declaration of Condominium Property Regime of Maui Vista.



APARTMENT NUMBER, TYPE, AREA AND COMMON INTEREST  
OF ALL APARTMENTS

|                | <u>Apt. No.</u> | <u>Type</u>      | <u>Sq. Ft.</u><br><u>Apt. Area</u> | <u>Sq. Ft.</u><br><u>Lanai Area</u> | <u>% Interest</u><br><u>Common Area</u> |
|----------------|-----------------|------------------|------------------------------------|-------------------------------------|---|
| <u>Bldg. 1</u> | 1101            | A                | 605                                | 158                                 | .332                                    |
|                | 1102            | B1               | 588                                | 142                                 | .322                                    |
|                | 1103            | B                | 588                                | 142                                 | .322                                    |
|                | 1104            | B1               | 588                                | 142                                 | .322                                    |
|                | 1105            | B                | 588                                | 142                                 | .322                                    |
|                | 1106            | B1               | 588                                | 142                                 | .322                                    |
|                | 1107            | B                | 588                                | 142                                 | .322                                    |
|                | 1108            | B1               | 588                                | 142                                 | .322                                    |
|                | 1109            | B                | 588                                | 142                                 | .322                                    |
|                | 1110            | B1               | 588                                | 142                                 | .322                                    |
|                | 1111            | B                | 588                                | 142                                 | .322                                    |
|                | 1112            | B1               | 588                                | 142                                 | .322                                    |
|                | 1113            | (Not used)       |                                    |                                     |   |
|                | 1114            | C2               | 615                                | 145                                 | .337                                    |
|                | 1115            | B                | 588                                | 142                                 | .322                                    |
|                | 1116            | B1               | 588                                | 142                                 | .322                                    |
|                | 1117            | B                | 588                                | 142                                 | .322                                    |
|                | 1118            | A1               | 605                                | 158                                 | .332                                    |
|                | 1119            | (Manager's Unit) |                                    |                                     |   |
|                | 1120            | B                | 588                                | 142                                 | .322                                    |
|                | 1121            | B1               | 588                                | 142                                 | .322                                    |
|                | 1122            | B                | 588                                | 142                                 | .322                                    |
|                | 1123            | B1               | 588                                | 142                                 | .322                                    |
|                | 1124            | B                | 588                                | 142                                 | .322                                    |
|                | 1125            | A1               | 605                                | 158                                 | .332                                    |
|                | 1201            | A                | 605                                | 79                                  | .332                                    |
|                | 1202            | B1               | 588                                | 71                                  | .322                                    |
|                | 1203            | B                | 588                                | 71                                  | .322                                    |
|                | 1204            | B1               | 588                                | 71                                  | .322                                    |
|                | 1205            | B                | 588                                | 71                                  | .322                                    |
|                | 1206            | B1               | 588                                | 71                                  | .322                                    |
|                | 1207            | B                | 588                                | 71                                  | .322                                    |
|                | 1208            | B1               | 588                                | 71                                  | .322                                    |
|                | 1209            | B                | 588                                | 71                                  | .322                                    |
|                | 1210            | B1               | 588                                | 71                                  | .322                                    |
|                | 1211            | B                | 588                                | 71                                  | .322                                    |
|                | 1212            | B1               | 588                                | 71                                  | .322                                    |
|                | 1213            | B                | 588                                | 71                                  | .322                                    |
|                | 1214            | B1               | 588                                | 71                                  | .322                                    |
|                | 1215            | B                | 588                                | 71                                  | .322                                    |
|                | 1216            | B1               | 588                                | 71                                  | .322                                    |
|                | 1217            | B                | 588                                | 71                                  | .322                                    |
|                | 1218            | A1               | 605                                | 79                                  | .332                                    |
|                | 1219            | C1               | 631                                | 73                                  | .346                                    |
|                | 1220            | B                | 588                                | 71                                  | .322                                    |
|                | 1221            | B1               | 588                                | 71                                  | .322                                    |
|                | 1222            | B                | 588                                | 71                                  | .322                                    |
|                | 1223            | B1               | 588                                | 71                                  | .322                                    |
|                | 1224            | B                | 588                                | 71                                  | .322                                    |
|                | 1225            | A1               | 605                                | 79                                  | .332                                    |

|                | <u>Apt. No.</u> | <u>Type</u> | <u>Sq. Ft.<br/>Apt. Area</u> | <u>Sq. Ft.<br/>Lanai Area</u> | <u>% Interest<br/>Common Area</u> |
|----------------|-----------------|-------------|------------------------------|-------------------------------|-----------------------------------|
| <u>Bldg. 1</u> | 1301            | A           | 605                          | 79                            | .332                              |
| (cont'd.)      | 1302            | B1          | 588                          | 71                            | .322                              |
|                | 1303            | B           | 588                          | 71                            | .322                              |
|                | 1304            | B1          | 588                          | 71                            | .322                              |
|                | 1305            | B           | 588                          | 71                            | .322                              |
|                | 1306            | B1          | 588                          | 71                            | .322                              |
|                | 1307            | B           | 588                          | 71                            | .322                              |
|                | 1308            | B1          | 508                          | 71                            | .322                              |
|                | 1309            | B           | 588                          | 71                            | .322                              |
|                | 1310            | B1          | 588                          | 71                            | .322                              |
|                | 1311            | B           | 588                          | 71                            | .322                              |
|                | 1312            | B1          | 588                          | 71                            | .322                              |
|                | 1313            | B           | 588                          | 71                            | .322                              |
|                | 1314            | B1          | 588                          | 71                            | .322                              |
|                | 1315            | B           | 588                          | 71                            | .322                              |
|                | 1316            | B1          | 588                          | 71                            | .322                              |
|                | 1317            | B           | 588                          | 71                            | .322                              |
|                | 1318            | A1          | 605                          | 79                            | .332                              |
|                | 1319            | C1          | 631                          | 73                            | .346                              |
|                | 1320            | B           | 588                          | 71                            | .322                              |
|                | 1321            | B1          | 588                          | 71                            | .322                              |
|                | 1322            | B           | 588                          | 71                            | .322                              |
|                | 1323            | B1          | 588                          | 71                            | .322                              |
|                | 1324            | B           | 588                          | 71                            | .322                              |
|                | 1325            | A1          | 605                          | 79                            | .332                              |
|                | 1401            | D           | 845                          | 79                            | .463                              |
|                | 1402            | E1          | 822                          | 71                            | .451                              |
|                | 1403            | E           | 822                          | 71                            | .451                              |
|                | 1404            | E1          | 822                          | 71                            | .451                              |
|                | 1405            | E           | 822                          | 71                            | .451                              |
|                | 1406            | E1          | 822                          | 71                            | .451                              |
|                | 1407            | E           | 822                          | 71                            | .451                              |
|                | 1408            | E1          | 822                          | 71                            | .451                              |
|                | 1409            | E           | 822                          | 71                            | .451                              |
|                | 1410            | E1          | 822                          | 71                            | .451                              |
|                | 1411            | E           | 822                          | 71                            | .451                              |
|                | 1412            | E1          | 822                          | 71                            | .451                              |
|                | 1413            | E           | 822                          | 71                            | .451                              |
|                | 1414            | E1          | 822                          | 71                            | .451                              |
|                | 1415            | E           | 822                          | 71                            | .451                              |
|                | 1416            | E1          | 822                          | 71                            | .451                              |
|                | 1417            | E           | 822                          | 71                            | .451                              |
|                | 1418            | D1          | 845                          | 79                            | .463                              |
|                | 1419            | F           | 875                          | 73                            | .480                              |
|                | 1420            | E           | 822                          | 71                            | .451                              |
|                | 1421            | E1          | 822                          | 71                            | .451                              |
|                | 1422            | E           | 822                          | 71                            | .451                              |
|                | 1423            | E1          | 822                          | 71                            | .451                              |
|                | 1424            | E           | 822                          | 71                            | .451                              |
|                | 1425            | D1          | 845                          | 79                            | .463                              |

|                | <u>Apt. No.</u> | <u>Type</u> | <u>Sq. Ft.</u><br><u>Apt. Area</u> | <u>Sq. Ft.</u><br><u>Lanai Area</u> | <u>% Interest</u><br><u>Common Area</u> |
|----------------|-----------------|-------------|------------------------------------|-------------------------------------|---|
| <u>Bldg. 2</u> | 2101            | A           | 605                                | 158                                 | .332                                    |
|                | 2102            | B1          | 588                                | 142                                 | .322                                    |
|                | 2103            | B           | 588                                | 142                                 | .322                                    |
|                | 2104            | B1          | 588                                | 142                                 | .322                                    |
|                | 2105            | (Not used)  |                                    |                                     |   |
|                | 2106            | C2          | 615                                | 145                                 | .337                                    |
|                | 2107            | B           | 588                                | 142                                 | .322                                    |
|                | 2108            | B1          | 588                                | 142                                 | .322                                    |
|                | 2109            | B           | 588                                | 142                                 | .322                                    |
|                | 2110            | B1          | 588                                | 142                                 | .322                                    |
|                | 2111            | B           | 588                                | 142                                 | .322                                    |
|                | 2112            | A1          | 605                                | 158                                 | .332                                    |
|                | 2113            | J           | 603                                | 145                                 | .332                                    |
|                | 2114            | B1          | 588                                | 142                                 | .322                                    |
|                | 2115            | B           | 588                                | 142                                 | .322                                    |
|                | 2116            | B1          | 588                                | 142                                 | .322                                    |
|                | 2117            | B           | 588                                | 142                                 | .322                                    |
|                | 2118            | B1          | 588                                | 142                                 | .322                                    |
|                | 2119            | B           | 588                                | 142                                 | .322                                    |
|                | 2120            | B1          | 588                                | 142                                 | .322                                    |
|                | 2121            | B           | 588                                | 142                                 | .322                                    |
|                | 2122            | B1          | 588                                | 142                                 | .322                                    |
|                | 2123            | B           | 588                                | 142                                 | .322                                    |
|                | 2124            | A1          | 605                                | 158                                 | .332                                    |
|                | 2201            | A           | 605                                | 79                                  | .332                                    |
|                | 2202            | B1          | 588                                | 71                                  | .322                                    |
|                | 2203            | B           | 588                                | 71                                  | .322                                    |
|                | 2204            | B1          | 588                                | 71                                  | .322                                    |
|                | 2205            | B           | 588                                | 71                                  | .322                                    |
|                | 2206            | B1          | 588                                | 71                                  | .322                                    |
|                | 2207            | B           | 588                                | 71                                  | .322                                    |
|                | 2208            | B1          | 588                                | 71                                  | .322                                    |
|                | 2209            | B           | 588                                | 71                                  | .322                                    |
|                | 2210            | B1          | 588                                | 71                                  | .322                                    |
|                | 2211            | B           | 588                                | 71                                  | .322                                    |
|                | 2212            | A1          | 605                                | 79                                  | .332                                    |
|                | 2213            | J           | 603                                | 73                                  | .332                                    |
|                | 2214            | B1          | 588                                | 71                                  | .322                                    |
|                | 2215            | B           | 588                                | 71                                  | .322                                    |
|                | 2216            | B1          | 588                                | 71                                  | .322                                    |
|                | 2217            | B           | 588                                | 71                                  | .322                                    |
|                | 2218            | B1          | 588                                | 71                                  | .322                                    |
|                | 2219            | B           | 588                                | 71                                  | .322                                    |
|                | 2220            | B1          | 588                                | 71                                  | .322                                    |
|                | 2221            | B           | 588                                | 71                                  | .322                                    |
|                | 2222            | B1          | 588                                | 71                                  | .322                                    |
|                | 2223            | B           | 588                                | 71                                  | .322                                    |
|                | 2224            | A1          | 605                                | 79                                  | .332                                    |



|                  | <u>Apt. No.</u> | <u>Type</u> | <u>Sq. Ft.</u><br><u>Apt. Area</u> | <u>Sq. Ft.</u><br><u>Lanai Area</u> | <u>% Interest</u><br><u>Common Area</u> |
|------------------|-----------------|-------------|------------------------------------|-------------------------------------|---|
| <u>Bldg. 2</u>   | 2301            | A           | 605                                | 79                                  | .332                                    |
| <u>(cont'd.)</u> | 2302            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2303            | B           | 588                                | 71                                  | .322                                    |
|                  | 2304            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2305            | B           | 588                                | 71                                  | .322                                    |
|                  | 2306            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2307            | B           | 588                                | 71                                  | .322                                    |
|                  | 2308            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2309            | B           | 588                                | 71                                  | .322                                    |
|                  | 2310            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2311            | B           | 588                                | 71                                  | .322                                    |
|                  | 2312            | A1          | 605                                | 79                                  | .332                                    |
|                  | 2313            | J           | 603                                | 73                                  | .332                                    |
|                  | 2314            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2315            | B           | 588                                | 71                                  | .322                                    |
|                  | 2316            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2317            | B           | 588                                | 71                                  | .322                                    |
|                  | 2318            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2319            | B           | 588                                | 71                                  | .322                                    |
|                  | 2320            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2321            | B           | 588                                | 71                                  | .322                                    |
|                  | 2322            | B1          | 588                                | 71                                  | .322                                    |
|                  | 2323            | B           | 588                                | 71                                  | .322                                    |
|                  | 2324            | A1          | 605                                | 79                                  | .332                                    |
|                  | 2401            | D           | 845                                | 79                                  | .463                                    |
|                  | 2402            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2403            | E           | 822                                | 71                                  | .451                                    |
|                  | 2404            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2405            | E           | 822                                | 71                                  | .451                                    |
|                  | 2406            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2407            | E           | 822                                | 71                                  | .451                                    |
|                  | 2408            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2409            | E           | 822                                | 71                                  | .451                                    |
|                  | 2410            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2411            | E           | 822                                | 71                                  | .451                                    |
|                  | 2412            | D1          | 845                                | 79                                  | .463                                    |
|                  | 2413            | L           | 842                                | 73                                  | .462                                    |
|                  | 2414            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2415            | E           | 822                                | 71                                  | .451                                    |
|                  | 2416            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2417            | E           | 822                                | 71                                  | .451                                    |
|                  | 2418            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2419            | E           | 822                                | 71                                  | .451                                    |
|                  | 2420            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2421            | E           | 822                                | 71                                  | .451                                    |
|                  | 2422            | E1          | 822                                | 71                                  | .451                                    |
|                  | 2423            | E           | 822                                | 71                                  | .451                                    |
|                  | 2424            | D1          | 845                                | 79                                  | .463                                    |

|                | <u>Apt. No.</u> | <u>Type</u> | <u>Sq. Ft.</u><br><u>Apt. Area</u> | <u>Sq. Ft.</u><br><u>Lanai Area</u> | <u>% Interest</u><br><u>Common Area</u> |
|----------------|-----------------|-------------|------------------------------------|-------------------------------------|---|
| <u>Bldg. 3</u> | 3101            | A           | 605                                | 158                                 | .332                                    |
|                | 3102            | B1          | 588                                | 142                                 | .322                                    |
|                | 3103            | B           | 588                                | 142                                 | .322                                    |
|                | 3104            | B1          | 588                                | 142                                 | .322                                    |
|                | 3105            | B           | 588                                | 142                                 | .322                                    |
|                | 3106            | B1          | 588                                | 142                                 | .322                                    |
|                | 3107            | B           | 588                                | 142                                 | .322                                    |
|                | 3108            | B1          | 588                                | 142                                 | .322                                    |
|                | 3109            | (Not used)  |                                    |                                     |   |
|                | 3110            | G           | 584                                | 145                                 | .320                                    |
|                | 3111            | B1          | 588                                | 142                                 | .322                                    |
|                | 3112            | B           | 588                                | 142                                 | .322                                    |
|                | 3113            | A1          | 605                                | 158                                 | .332                                    |
|                | 3114            | J           | 603                                | 145                                 | .332                                    |
|                | 3115            | B1          | 588                                | 142                                 | .322                                    |
|                | 3116            | B           | 588                                | 142                                 | .322                                    |
|                | 3117            | B1          | 588                                | 142                                 | .322                                    |
|                | 3118            | H           | 616                                | 142                                 | .331                                    |
|                | 3119            | B           | 588                                | 142                                 | .322                                    |
|                | 3120            | B1          | 588                                | 142                                 | .322                                    |
|                | 3121            | B           | 588                                | 142                                 | .322                                    |
|                | 3122            | A1          | 605                                | 158                                 | .332                                    |
|                | 3201            | A           | 605                                | 79                                  | .332                                    |
|                | 3202            | B1          | 588                                | 71                                  | .322                                    |
|                | 3203            | B           | 588                                | 71                                  | .322                                    |
|                | 3204            | B1          | 588                                | 71                                  | .322                                    |
|                | 3205            | B           | 588                                | 71                                  | .322                                    |
|                | 3206            | B1          | 588                                | 71                                  | .322                                    |
|                | 3207            | B           | 588                                | 71                                  | .322                                    |
|                | 3208            | B1          | 588                                | 71                                  | .322                                    |
|                | 3209            | H1          | 616                                | 71                                  | .338                                    |
|                | 3210            | B           | 588                                | 71                                  | .322                                    |
|                | 3211            | B1          | 588                                | 71                                  | .322                                    |
|                | 3212            | B           | 588                                | 71                                  | .322                                    |
|                | 3213            | A1          | 605                                | 79                                  | .332                                    |
|                | 3214            | J           | 603                                | 73                                  | .332                                    |
|                | 3215            | B1          | 588                                | 71                                  | .322                                    |
|                | 3216            | B           | 588                                | 71                                  | .322                                    |
|                | 3217            | B1          | 588                                | 71                                  | .322                                    |
|                | 3218            | H           | 616                                | 71                                  | .338                                    |
|                | 3219            | B           | 588                                | 71                                  | .322                                    |
|                | 3220            | B1          | 588                                | 71                                  | .322                                    |
|                | 3221            | B           | 588                                | 71                                  | .322                                    |
|                | 3222            | A1          | 605                                | 79                                  | .332                                    |

|           | <u>Apt. No.</u> | <u>Type</u> | <u>Sq. Ft.</u><br><u>Apt. Area</u> | <u>Sq. Ft.</u><br><u>Lanai Area</u> | <u>% Interest</u><br><u>Common Area</u> |
|-----------|-----------------|-------------|------------------------------------|-------------------------------------|---|
| Bldg. 3   | 3301            | A           | 605                                | 79                                  | .332                                    |
| (cont'd.) | 3302            | B1          | 588                                | 71                                  | .322                                    |
|           | 3303            | B           | 588                                | 71                                  | .322                                    |
|           | 3304            | B1          | 588                                | 71                                  | .322                                    |
|           | 3305            | B           | 588                                | 71                                  | .322                                    |
|           | 3306            | B1          | 588                                | 71                                  | .322                                    |
|           | 3307            | B           | 588                                | 71                                  | .322                                    |
|           | 3308            | B1          | 588                                | 71                                  | .322                                    |
|           | 3309            | H1          | 616                                | 71                                  | .338                                    |
|           | 3310            | B           | 588                                | 71                                  | .322                                    |
|           | 3311            | B1          | 588                                | 71                                  | .322                                    |
|           | 3312            | B           | 588                                | 71                                  | .322                                    |
|           | 3313            | A1          | 605                                | 79                                  | .332                                    |
|           | 3314            | J           | 603                                | 73                                  | .332                                    |
|           | 3315            | B1          | 588                                | 71                                  | .322                                    |
|           | 3316            | B           | 588                                | 71                                  | .322                                    |
|           | 3317            | B1          | 588                                | 71                                  | .322                                    |
|           | 3318            | H           | 616                                | 71                                  | .338                                    |
|           | 3319            | B           | 588                                | 71                                  | .322                                    |
|           | 3320            | B1          | 588                                | 71                                  | .322                                    |
|           | 3321            | B           | 588                                | 71                                  | .322                                    |
|           | 3322            | A1          | 605                                | 79                                  | .332                                    |
|           | 3401            | D           | 845                                | 79                                  | .463                                    |
|           | 3402            | E1          | 822                                | 71                                  | .451                                    |
|           | 3403            | E           | 822                                | 71                                  | .451                                    |
|           | 3404            | E1          | 822                                | 71                                  | .451                                    |
|           | 3405            | E           | 822                                | 71                                  | .451                                    |
|           | 3406            | E1          | 822                                | 71                                  | .451                                    |
|           | 3407            | E           | 822                                | 71                                  | .451                                    |
|           | 3408            | E1          | 822                                | 71                                  | .451                                    |
|           | 3409            | K           | 855                                | 71                                  | .469                                    |
|           | 3410            | E           | 822                                | 71                                  | .451                                    |
|           | 3411            | E1          | 822                                | 71                                  | .451                                    |
|           | 3412            | E           | 822                                | 71                                  | .451                                    |
|           | 3413            | D1          | 845                                | 79                                  | .463                                    |
|           | 3414            | L           | 842                                | 73                                  | .462                                    |
|           | 3415            | E1          | 822                                | 71                                  | .451                                    |
|           | 3416            | E           | 822                                | 71                                  | .451                                    |
|           | 3417            | E1          | 822                                | 71                                  | .451                                    |
|           | 3418            | K1          | 855                                | 71                                  | .469                                    |
|           | 3419            | E           | 822                                | 71                                  | .451                                    |
|           | 3420            | E1          | 822                                | 71                                  | .451                                    |
|           | 3421            | E           | 822                                | 71                                  | .451                                    |
|           | 3422            | D1          | 845                                | 79                                  | .463                                    |