

RECORDATION REQUESTED BY:

KAMEHAMEHA SCHOOLS/BISHOP ESTATE  
P. O. Box 3466  
Honolulu, Hawaii 96801

AFTER RECORDATION, RETURN TO:

KAMEHAMEHA SCHOOLS/BISHOP ESTATE  
P. O. Box 3466  
Honolulu, Hawaii 96801

RETURN BY: MAIL ( ) PICKUP ( )  
(Enchanted Lake-Lake Lots)

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87-145269

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

07 SEP 23 P 2: 03

21156 259  
HAWAIIAN REGISTRY

SUPPLEMENTAL DECLARATION OF PROTECTIVE PROVISIONS

WHEREAS, the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, whose principal place of business and post office address is Suite 200, 567 South King Street, Honolulu, Hawaii, hereinafter called the "Declarant," own in fee simple the real property situated at Maunalua, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Residential Lots described in Exhibit "A" are currently leased to various persons by means of residential lot leases; and

WHEREAS, Declarant proposes to offer to sell and convey its fee simple interest in the Residential Lots to the present holder of, or to the purchaser under an agreement of sale from the present holder of, the residential lease demising each of the Residential Lots; and

WHEREAS, each of the leasehold interests in said Residential Lots is subject to the Declaration of Protective Provisions dated March 12, 1972, and recorded in the Bureau of

Conveyances of Hawaii in Liber 4232, at Page 367, as amended by instrument dated September 21, 1962, and recorded in said Bureau in Liber 4385, at Page 179, hereinafter sometimes collectively called the "Declaration", providing for the use, care, maintenance, repair and control of the lake known as "Enchanted Lake"; and

WHEREAS, Declarant is desirous of providing for the continued care, maintenance, repair and control of Enchanted Lake for the mutual benefit of the holders of the fee simple interests in the Residential Lots and the Lessees of Declarant and, to this end, Declarant desires to subject the Residential Lots to the supplemental declarations hereinafter set forth, each and all of which is and are for the benefit of the Residential Lots and each Owner and Lessee of such Lots.

NOW, THEREFORE, Declarant hereby declares that each of the Residential Lots described in Exhibit "A" when hereafter sold by Deed or Agreement of Sale by Declarant, or hereafter leased by Declarant, shall thereafter be held, sold, conveyed, encumbered, leased, used, occupied and improved, subject to the following limitations, restrictions, covenants, conditions and assessments, which are for the purpose of maintaining the use and enjoyment of Enchanted Lake, all for the mutual benefit of the holders of the Residential Lots and others entitled to use the same.

1. DEFINITIONS. The following words when used in this Declaration (unless the context otherwise specifies or requires) shall have the following meanings:

(a) "Declarant" shall mean and refer to the Trustees of the Estate of Bernice Pauahi Bishop and their successors in trust.

(b) "Owner" shall mean and refer to the legal or equitable Owner, whether one or more persons or entities, of all or any part of the fee simple interest in any Residential Lot, but excluding those having such interest merely as security for the performance or repayment of an obligation, and also specifically excluding Declarant.

(c) "Lessee" shall mean and refer to those persons who are the Lessees of record under a valid and existing lease of a Residential Lot from Declarant or from an Owner for a term of five (5) years or longer, whether they are Lessees under a lease of a Residential Lot heretofore or hereafter made.

(d) "Residential Lot" shall mean and refer to the individual residential parcels of real property described in Exhibit "A".

(e) "File Plan" shall mean and refer to a subdivision map filed in the Bureau of Conveyances of the State of Hawaii and bearing a file plan number.

(f) "Agreement of Sale" shall mean and refer to a contract or agreement, recorded in the Bureau of Conveyances of

the State of Hawaii and/or filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, whereby a seller has agreed to sell and a purchaser has agreed to buy the property that is the subject of the Agreement of Sale. The purchaser under an Agreement of Sale for the fee simple interest in a Residential Lot from Declarant shall be considered to have an equitable interest in the Residential Lot and shall be considered an "Owner" as defined above. If Declarant forecloses on such an Agreement of Sale because of a default by the purchaser, the equitable interest of such purchaser shall cease upon such foreclosure.

2. ENCHANTED LAKE DECLARATION. Each of the Residential Lots shall be subject to all of the limitations, reservations, restrictions, covenants, conditions and assessments provided in the Declaration described above which presently affects such Residential Lot, all in accordance with the terms and provisions thereof, including but not limited to the obligation to pay any general assessments to provide for the care, maintenance and operation of Enchanted Lake, except that from the date that this Supplemental Declaration affects a Residential Lot, every assessment made pursuant to Paragraph 4 of the Enchanted Lake Declaration affecting such Residential Lot shall be a lien on the lot so assessed, prior and superior to all other liens except those of real property taxes and assessments and duly recorded mortgages, and the owner of such lot at the

time of assessment shall be personally liable for the payment thereof. The term "owner" as used in the Declaration, shall be applicable to and include the Owner or Lessee of a Residential Lot hereunder. Except to the extent specifically provided otherwise herein, all of the terms and provisions of the Declaration are incorporated herein by reference.

3. EXISTING RESIDENTIAL LEASES. Notwithstanding anything herein to the contrary, the limitations, reservations, restrictions, covenants, conditions and assessments of this Supplemental Declaration shall not apply to any Residential Lot so long as the lease from Declarant of the Residential Lot existing on the date hereof shall remain in full force and effect and title to said Residential Lot has not been sold by Declarant by Deed or Agreement of Sale; provided, however, that all of the terms and provisions of the Declaration, including but not limited to the obligation to pay general assessments, shall continue to remain in full force and effect and the residential lease to said Residential Lot shall continue to be subject to all of the terms and provisions thereof.

4. DURATION. Upon the effective date of this Supplemental Declaration as to a specific Residential Lot as hereinbefore provided, the limitations, reservations, restrictions, covenants, conditions and assessments contained herein shall be appurtenant to and run with the Residential Lot, shall continue and remain in full force and effect as to such Residential Lot

for the duration of the Declaration as provided in Paragraph 18 therein.

5. AMENDMENT. All or any of the restrictions, covenants, conditions and provisions herein contained or hereby established may be amended, enlarged, modified or waived in any way from time to time or terminated with respect to all or any of the Residential Lots by a supplemental declaration thereof in writing, duly executed and acknowledged by Declarant, if Declarant still owns any Residential Lot in fee, with the prior written consent of the Owners or the Lessees of not less than 66-2/3% of all the Residential Lots, or if less than all such lots shall be affected thereby, of such lots so affected. In case there shall be more than one Owner or Lessee of any Residential Lot, the written consent of one such Owner or Lessee shall constitute the consent of all in the absence of written objection by any of the others to Declarant.

IN WITNESS WHEREOF, the undersigned have executed these presents this 23<sup>rd</sup> day of September, 1987.

APPROVED AS TO FORM  
AND CONTENTS AND ACKNOWLEDGMENT  
James M. [Signature]  
REGISTERED BY CHARLETTON

Richard Lyman  
William A. [Signature]  
Madan [Signature]  
Trustees of the Estate of Bernice  
Pauahi Bishop

(Declarant)

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

On this \_\_\_\_\_ day of SEP 1987, 19\_\_\_\_,  
before me personally appeared Richard Lyman, Jr.,  
William S. Richardson and Matsuo Takabuki, three of the  
Trustees of the Estate of Bernice Pauahi Bishop, to me known to  
be the persons described in and who severally executed the  
foregoing instrument and severally acknowledged that they  
executed the same as their free act and deed, as such Trustees.

W

LEONARD H. HARRIS, JR.  
Notary Public, State of Hawaii  
My commission expires 07/27/1988

*Leonard H. Harris, Jr.*  
Notary Public, State of Hawaii

My commission expires:

EXHIBIT A

ALL those certain parcels of land situate at Kaelepulu, Kailua, District of Koolauapoko, City and County of Honolulu, State of Hawaii and comprising:

1. Enchanted Lake Estates, Unit Six-A.
  - a. Lots 28 to 39, inclusive, 55, 56, 59 to 62, inclusive, as shown on File Plan 740 filed in said Bureau.
  - b. Lot B of the consolidation and resubdivision of Lots 53 and 54 of said File Plan 740.
2. Enchanted Lake Estates, Unit Five-C.
  - a. Lots 1 to 16, inclusive, and 20 to 23, inclusive, as shown on File Plan 751 filed in said Bureau.
  - b. Lots A and B, being the consolidation and resubdivision of Lots 17, 18 and 19 of File Plan 751.
3. Enchanted Lake Estates, Unit Six-B-1.
 

Lots 1, 2 and 3, as shown on File Plan 764 filed in said Bureau.
4. Enchanted Lake Estates, Unit Seven-A-1.
 

Lots 1 to 11, inclusive, and 70 to 78, inclusive, as shown on File Plan 805 filed in said Bureau.
5. Enchanted Lake Estate, Unit Seven-B.
 

Lots 2 to 23, inclusive, and 87 to 106, inclusive, as shown on File Plan 878 filed in said Bureau.
6. Enchanted Lake Estate, Unit Five-B-1.
  - a. Lots 10 to 13, inclusive, 22, and 24 to 28, inclusive, as shown on File Plan 922 filed in said Bureau.
  - b. Lot 21-A, being the consolidation of Lot 21 of said File Plan 922 and adjoining remnant parcel.
7. Enchanted Lake Estates, Unit Five-B-2.
 

Lots 32 and 33, as shown on File Plan 923 filed in said Bureau
8. Enchanted Lake Estates, Unit Five-B-4.
 

Lots 1, 2 and 3, as shown on File Plan 971 filed in said Bureau
9. Enchanted Lake Estates, Unit Five-B-4-A.
 

Lots 3 and 4, as shown on File Plan 983 filed in said Bureau.

Enchanted Lake (Lake)



10. Enchanted Lake Estates, Unit Five-B-1-A.
- a. Lots 3, 4 and 10, as shown on File Plan 1035 filed in said Bureau.
  - b. Lots A and B, being the consolidation and resubdivision of Lots 1 and 2 of said File Plan 1035.
11. Enchanted Lake Estates, Unit Eight-B-1.
- a. Lots 34 to 38, inclusive, as shown on File Plan 1081 filed in said Bureau
  - b. Lot 30-C, being the consolidation of Lot 30 of said File Plan 1081 and Remnant Parcel.
  - c. Lot 31-D, being the consolidation of Lot 31 of said File Plan 1081 and Remnant Parcel.
  - d. Lot 32-D, being the consolidation of Lot 32 of said File Plan 1081 and Remnant Parcel.

TAX MAP KEY

4-2-49-15 to 31, 33 to 37  
 4-2-50-34 to 45, 60, 61, 62, 66 to 69  
 4-2-56-58, 59, 60  
 4-2-58, 59 to 78  
 4-2-61-1 to 42  
 4-2-76-1 to 7, 9, 10, 18, 19, 20, 28, 29, 30, 60, 61, 62  
 4-2-77-100 to 104  
 4-2-81-6, 7, 8, 10 to 14

Description Checked

            
            
          

Enchanted Lake (Lake)