

## SUPPLEMENTAL DECLARATION NO. 2

This Supplemental Declaration No. 2 (this “**Supplement**”) is made by the Trustees of the Estate of Bernice Pauahi Bishop, whose place of business and post office address is 567 South King Street, Suite 200, Honolulu, Hawai‘i 96813 (“**Trustees**”) and Enchanted Lake Residents Association, a Hawaii non-profit corporation, whose place of business is in Kailua, Hawaii, and post office address is P.O. Box 1485, Kailua, Hawaii (“**ELRA**”).

I. **Residential Lots Affected.** This Supplement and the Current DPP, as defined below, affect the following one-hundred thirty-seven (137) residential lots and Lot 24 as shown on File Plan 751:

Lots 28 through 39, 55, 56, and 59 through 62, as shown and described on File Plan 740;

Lot B of the consolidation and resubdivision of Lots 53 and 54, as shown and described on File Plan 740;

Lots 1 through 16, and 20 through 23, as shown and described on File Plan 751;

Lots A and B, being the consolidation and resubdivision of Lots 17, 18, and 19, as shown and described on File Plan 751;

Lots 1 through 3 as shown and described on File Plan 764;

Lots 1 through 11 and 70 through 78, as shown and described on File Plan 805;

Lots 2 through 23 and 87 through 106, as shown and described on File Plan 878;

Lots 10 through 13, 22 and 24-28, as shown and described on File Plan 922;

Lot 21A, being the consolidation of Lot 21, as shown and described on File Plan 922, and an adjoining remnant lot;

Lots 32 through 33, as shown and described on File Plan 923

Lots 1 through 3, as shown and described on File Plan 971;

Lots 3 and 4, as shown and described on File Plan 983;

Lots 3, 4, and 10, as shown and described on File Plan 1035;

Lots A and B, being the consolidation and resubdivision of Lots 1 and 2, as shown and described on File Plan 1035;

Lots 34 through 38, as shown and described on File Plan 1081;

Lot 30-C, being the consolidation of Lot 30, as shown and described on File Plan 1081 and Remnant Parcel;

Lot 31-D, being the consolidation of Lot 31, as shown and described on File Plan 1081 and Remnant Parcel; and

Lot 32-D, being the consolidation of Lot 32, as shown and described on File Plan 1081 and Remnant Parcel.

(collectively, the “**Lakeside Lots**”), all of which File Plans are filed in the Bureau of Conveyances of the State of Hawaii (“**Bureau**”). The individual Lakeside Lots are identified in Schedule 1.

## II. **Recitals.**

1. The Trustees, and the then lessees of certain of the Lakeside Lots, certified, declared and established that certain of the Lakeside Lots would be held, used, leased and conveyed subject to certain restrictions, covenants, conditions, provisions and easements set forth in that certain Declaration of Protective Provisions dated March 12, 1962, recorded at the Bureau in Liber 4232, Page 367 (“**Initial DPP**”);

2. Paragraph 14 of the DPP provides that all of the restrictions, covenants, conditions and provisions contained in or established by the DPP may be amended, enlarged, modified or waived in any way from time to time or terminated with respect to all or any of the Lakeside Lots described therein by a supplemental declaration in writing, only executed and acknowledged by the Trustees and recorded in the Bureau with the prior written consent of the lessees of not less than sixty-six and two-thirds percent (66-2/3%) of the Lakeside Lots described therein;

3. Paragraph 13 of the Initial DPP provides that all lessees and occupants of the Lakeside Lots shall indemnify and hold the Trustees and the Tenants described in the Initial DPP harmless against “all claims and demands for loss or damage arising out of or in connection with the exercise by such lessees or occupants respectively or any rights and easements [t]herein provided.”

4. By Declarations of Protective Provisions identified on Exhibit A attached hereto (“**Additional DPPs**”), the Trustees and the then lessees of those certain Lakeside Lots described in each Additional DPP, certified, declared and established that additional lots along the Lake (as defined below) would thereafter be held, used, leased and conveyed subject to the restrictions, covenants, conditions, provisions and easements set forth in the Initial DPP;

5. The Initial DPP and one or more of the Additional DPPs were amended which amendments are further identified in the attached Exhibit A;

6. By Supplemental Declaration of Protective Provisions dated September 23, 1987 (“**Supplemental DPP**”), the Trustees, in order to provide for the continued care, maintenance, repair and control of Enchanted Lake and the interests of the owners and lessees of the residential lots identified therein, intended to require each of the Lakeside Lots to be subject to the obligation to pay general assessments to provide for the care, maintenance and operation of Enchanted Lake, also known as Kaelepulu Pond (“**Lake**”), but the language setting forth such requirement was arguably ambiguous and the Trustees wish to clear up any ambiguity that may exist and to make it clear that it has assigned to ELRA, its successors and assigns, the right to collect such general assessments and to enforce the obligations of the owners of the Lakeside Lots to pay them;

7. One of the Additional DPPs identified Lot 24 as shown on File Plan 751 as one of the Lots to be included among the Lakeside Lots but said lot has limited or no frontage along the Lake and was not included within the lots described in and covered by the Supplemental DPP;

8. Pursuant to that certain Kaelepulu Pond Drainage Agreement dated March 22, 1963, and recorded at the Bureau in Liber 4506 at Page 95 (“**Pond Drainage Agreement**”), the Trustees, as the owner of the Lake (Kaelepulu Pond), and Joseph Rodrigues Pao and Michael Thomas Scarfone, as the developers of the Lake and surrounding areas, and the City and County of Honolulu (“**City**”), agreed that the City would maintain and repair all inlets to the Lake and the outlet from the Lake and that the owners and/or developers would be responsible for all other maintenance of the Lake and for the control and regulation of the use of the Lake;

9. By Lease No. 11,400-1464, recorded at the Bureau in Liber 9663, at Page 412 (“**Lake Lease**”), the Trustees, as “Owner” and Kaelepulu Company, Inc., a Hawaii corporation, as “Tenant” leased the Lake (described as an area known as the “Lake Parcel, Portion of Enchanted Lake”, more particularly described in the Exhibit “A” attached to the Lake Lease) to Enchanted Lake Association, a Hawaii non-profit corporation, for a term of 75 years, beginning on December 1, 1973 (such commencements date being set forth in an unrecorded copy thereof);

10. By Assignment of Lease No. 11,400-1464 dated December 18, 1987, recorded at the Bureau in Liber 21662 at Page 439, the Trustees assigned the Lessor’s interest in the Lake Lease to ELRA and ELRA assumed the obligations of the Lessor thereunder;

11. By Deed dated December 18, 1987, recorded at the Bureau in Liber 21662 at Page 476, the Trustees conveyed the Lake to ELRA (“**Lake Deed**”);

12. By instrument dated December 18, 1987, recorded at the Bureau in Liber 21662 at Page 486, the Trustees assigned all of their right, title and interest in the Pond Drainage Agreement to ELRA which agreed to observe and perform all of the covenants and agreements required to be observed and performed by the Trustees in said Agreement and in the Trustees’ deeds of their interests in the Lakeside Lots, Trustees conveyed each of the respective Lakeside Lots subject to, among other encumbrances, the Pond Drainage Agreement, the Initial DPP, and the Supplemental DPP;

13. The Initial DPP, as amended, the Additional DPPs and the Supplemental DPP (collectively, the “**Current DPP**”) provides that the Current DPP may be extended and amendment by a supplement to the Current DPP consented to by the Trustees and the owners of not less than sixty-six and two-thirds per cent (66-2/3%) of the Lakeside Lots; and

14. ELRA has represented to the Trustees that the owners of not less than ninety-two Lakeside Lots have consented to this Supplement.

NOW, THEREFORE, the Trustees and ELRA hereby confirm, amend and supplement the Current DPP as follows:

### III. **Confirmations, Amendments, and Supplements.**

1. Lot 24 on File Plan 751 has limited or no frontage along the Lake and is no longer encumbered by the Current DPP and, thus, is no longer a Lakeside Lot.

2. If and when the Trustees assign all of their rights under the Current DPP to ELRA, its successors and assigns, ELRA, its successors and assigns, may amend, enlarge, modify or waive the Supplemented DPP in any way from time to time by a supplemental declaration in writing, only executed and acknowledged by the President or a Vice-President and the Secretary or Treasurer of ELRA, its successors and assigns, and recorded in the Bureau with the prior written consent of the owners of not less than sixty-six and two-thirds percent (66-2/3%) of the Lakeside Lots, provided that the Trustees may require that certain provisions thereof not be amended without the prior written consent of the Trustees.

3. ELRA, acting under the authority of its Board of Directors, and without the consent of any other party, may amend the Current DPP, as amended and/or supplemented from time to time, for the sole purpose of correcting any scrivener's errors, such as but not limited to corrections of recordation numbers, dates, or the like, by a supplemental declaration in writing, only executed and acknowledged by the President or Vice-President and the Secretary or Treasurer of ELRA, its successors and assigns, and may accept a correction to the Lake Deed to show the correct legal description of the Lake.

4. The reservations, restrictions, covenants, conditions and assessments contained in the Current DPP, as amended and/or supplemented from time to time shall be appurtenant to and run with the Lakeside Lots as covenants running with the land and shall expire on December 31, 2066, unless extended by the Trustees, by written declaration in the same manner as any amendment to the Current DPP (i.e., with the consent of sixty-six and two-thirds percent (66-2/3%) of the owners of the Lakeside Lots), unless they shall at any time prior thereto be terminated in the manner provided in the Current DPP, as amended by this paragraph 4. In the event that ELRA obtains (a) the written approval of owners of seventy-five percent (75%) or more of the Lakeside Lots and (b) the written approval of the Trustees, then ELRA may cancel and terminate the Current DPP, as amended and/or supplemented from time to time, prior to December 31, 2066, by the execution by ELRA and the Trustees of an instrument or instruments setting forth such cancellation and termination and the recordation of such instrument or instruments with the Bureau. This early termination provision cannot be amended without the prior written consent of the Trustees, including, without limitation, any amendment that would reduce the requisite approval of seventy-five percent (75%) the owners of the Lakeside Lots. This early termination provision supersedes any right of the Trustees or ELRA to terminate the Current DPP in any or all of the Lakeside Lots with the consent of sixty-six and two-thirds percent (66-2/3%) of the owners of the Lakeside Lots.

5. To the extent that there may exist any ambiguity with respect to the right of the Trustees, or their assignees, to impose and collect any general assessments to provide for the care, maintenance and operation of the Lake, or to impose or collect any other monetary obligations of the owners of the lots covered by the Current DPP, as amended and/or supplemented from time to time, the Trustees hereby confirm and declare that, in addition to the special assessments set forth in Paragraph 4 of the Initial DPP, every Lakeside Lot is subject to

general assessments imposed by ELRA, as the owner of the Lake and an assignee of the Trustees, and that such assessments 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 mortgages duly recorded prior to such assessments, that the owner(s) of the lot at the time of assessment shall also be jointly and severally personally liable for the payment thereof, and that ELRA, its successors and assigns, shall have the right to impose and collect any monetary obligations so imposed upon the owners of the lots covered by the Current DPP, as amended and/or supplemented from time to time.

6. ELRA, its successors and assigns, is authorized to annex additional property located in the area known as "Enchanted Lake" or adjacent to the Kailua waterway system to the Current DPP, as amended and/or supplemented from time to time, without the further consent of any other party except the owner or owners of the property being so annexed, by an annexation supplement executed solely by ELRA and the owner or owners of property being annexed, which annexation supplement shall be recorded in the Bureau. If additional property is so annexed, ELRA is authorized to assess general assessments on such additional property in a manner that differs from the assessments imposed on the Lakeside Lots identified in Schedule 1 and Schedule 2.

7. The obligation of lessees and occupants of the Lakeside Lots to indemnify and hold the Trustees and the Tenant (as defined therein) harmless as described in Paragraph 13 of the Current DPP shall expire and terminate as to all claims arising from and after December 31, 2016; provided, however that the provisions of said Paragraph 13 which states that all lessees and occupants of the Lakeside Lots shall use the Lake at their sole risk without any obligation or responsibility whatsoever of the Trustees for the condition or control of the Lake or any use thereof or improvements therein or appurtenant thereto, shall remain in full force and effect unless said Paragraph 13 is amended as provided in the Current DPP and the written consent of the Trustees to such amendment is obtained. For the avoidance of doubt, the expiration and termination of this indemnity obligation shall not affect any indemnity obligations of lessees and occupants of the Lakeside Lots in favor of the Trustees that may be contained in other instruments, including, without limitation, in deeds issued by the Trustees, which obligations shall remain in full force and effect.

8. ELRA represents and agrees that the owners of not less than ninety-two Lakeside Lots have consented to this Supplement.

9. This Supplement may be executed in counterparts. The parties agree that the person or company recording or arranging for the recordation of this Supplement is authorized to complete any blanks contained in this Supplement with, among other information, the applicable number of pages, dates, recordation information, and addressees, whether before or after this Supplement has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this Supplement by means of the insertion of new content.

10. The Current DPP and this Supplement have been executed by or on behalf of the Trustees of the Estate of Bernice Pauahi Bishop in their fiduciary capacities as said Trustees, and not in their individual capacities. No personal liability or obligation under the Current DPP or this Supplement shall be imposed or assessed against said Trustees in their individual capacities.

Except as amended and supplemented herein, all of the terms and provisions of the Current DPP shall remain in full force and effect.

/The Trustees/

/ELRA/

**Schedule 1**

1	Lot 1	File Plan 751	TMK No. (1) - 4-2 049: 15	751 Wanaao Road
2	Lot 2	File Plan 751	TMK No. (1) - 4-2 049: 16	755 Wanaao Road
3	Lot 3	File Plan 751	TMK No. (1) - 4-2 049: 17	763 Wanaao Road
4	Lot 4	File Plan 751	TMK No. (1) - 4-2 049: 18	771 Wanaao Road
5	Lot 5	File Plan 751	TMK No. (1) - 4-2 049: 19	779 Wanaao Road
6	Lot 6	File Plan 751	TMK No. (1) - 4-2 049: 20	944 Wanaao Road
7	Lot 7	File Plan 751	TMK No. (1) - 4-2 049: 21	938 Wanaao Road
8	Lot 8	File Plan 751	TMK No. (1) - 4-2 049: 22	932 Wanaao Road
9	Lot 9	File Plan 751	TMK No. (1) - 4-2 049: 23	926 Wanaao Road
10	Lot 10	File Plan 751	TMK No. (1) - 4-2 049: 24	920 Wanaao Road
11	Lot 11	File Plan 751	TMK No. (1) - 4-2 049: 25	914 Wanaao Road
12	Lot 12	File Plan 751	TMK No. (1) - 4-2 049: 26	908 Wanaao Road
13	Lot 13	File Plan 751	TMK No. (1) - 4-2 049: 27	902 Wanaao Road
14	Lot 14	File Plan 751	TMK No. (1) - 4-2 049: 28	896 Wanaao Road
15	Lot 15	File Plan 751	TMK No. (1) - 4-2 049: 29	892 Wanaao Road
16	Lot 16	File Plan 751	TMK No. (1) - 4-2 049: 30	886 Wanaao Road
17	Lot B	File Plan 751 *	TMK No. (1) - 4-2 049: 31	880 Wanaao Road
18	Lot A	File Plan 751 *	TMK No. (1) - 4-2 049: 33	872 Wanaao Road
19	Lot 20	File Plan 751	TMK No. (1) - 4-2 049: 34	864 Wanaao Road
20	Lot 21	File Plan 751	TMK No. (1) - 4-2 049: 35	860 Wanaao Road
21	Lot 22	File Plan 751	TMK No. (1) - 4-2 049: 36	854 Wanaao Road
22	Lot 23	File Plan 751	TMK No. (1) - 4-2 049: 37	848 Wanaao Road
23	Lot 28	File Plan 740	TMK No. (1) - 4-2 050: 34	890 Akumu Street



24	Lot 29	File Plan 740	TMK No. (1) - 4-2 050: 35	878 Akumu Street
25	Lot 30	File Plan 740	TMK No. (1) - 4-2 050: 36	864 Akumu Street
26	Lot 31	File Plan 740	TMK No. (1) - 4-2 050: 37	854 Akumu Street
27	Lot 32	File Plan 740	TMK No. (1) - 4-2 050: 38	860 Halula Place
28	Lot 33	File Plan 740	TMK No. (1) - 4-2 050: 39	850 Halula Place
29	Lot 34	File Plan 740	TMK No. (1) - 4-2 050: 40	842 Halula Place
30	Lot 35	File Plan 740	TMK No. (1) - 4-2 050: 41	836 Halula Place
31	Lot 36	File Plan 740	TMK No. (1) - 4-2 050: 42	830 Halula Place
32	Lot 37	File Plan 740	TMK No. (1) - 4-2 050: 43	822 Halula Place
33	Lot 38	File Plan 740	TMK No. (1) - 4-2 050: 44	812 Halula Place
34	Lot 39	File Plan 740	TMK No. (1) - 4-2 050: 45	802 Halula Place
35	Lot B	File Plan 740 *	TMK No. (1) - 4-2 050: 60	882 Akalei Place
36	Lot 55	File Plan 740	TMK No. (1) - 4-2 050: 61	881 Akalei Place
37	Lot 56	File Plan 740	TMK No. (1) - 4-2 050: 62	885 Akalei Place
38	Lot 59	File Plan 740	TMK No. (1) - 4-2 050: 66	884 Akiu Place
39	Lot 60	File Plan 740	TMK No. (1) - 4-2 050: 67	880 Akiu Place
40	Lot 61	File Plan 740	TMK No. (1) - 4-2 050: 68	881 Akiu Place
41	Lot 62	File Plan 740	TMK No. (1) - 4-2 050: 69	885 Akiu Place
42	Lot 1	File Plan 764	TMK No. (1) - 4-2 056: 58	926 Akumu Street
43	Lot 2	File Plan 764	TMK No. (1) - 4-2 056: 59	914 Akumu Street
44	Lot 3	File Plan 764	TMK No. (1) - 4-2 056: 60	906 Akumu Street
45	Lot 11	File Plan 805	TMK No. (1) - 4-2 058: 59	940 Akumu Street
46	Lot 10	File Plan 805	TMK No. (1) - 4-2 058: 60	956 Iopono Loop
47	Lot 9	File Plan 805	TMK No. (1) - 4-2 058: 61	964 Iopono Loop



48	Lot 8	File Plan 805	TMK No. (1) - 4-2 058: 62	970 Iopono Loop
49	Lot 7	File Plan 805	TMK No. (1) - 4-2 058: 63	974 Iopono Loop
50	Lot 6	File Plan 805	TMK No. (1) - 4-2 058: 64	980 Iopono Loop
51	Lot 5	File Plan 805	TMK No. (1) - 4-2 058: 65	988 Iopono Loop
52	Lot 4	File Plan 805	TMK No. (1) - 4-2 058: 66	998 Iopono Loop
53	Lot 3	File Plan 805	TMK No. (1) - 4-2 058: 67	1006 Iopono Loop
54	Lot 2	File Plan 805	TMK No. (1) - 4-2 058: 68	1012 Iopono Loop
55	Lot 1	File Plan 805	TMK No. (1) - 4-2 058: 69	1018 Iopono Loop
56	Lot 78	File Plan 805	TMK No. (1) - 4-2 058: 70	1024 Iopono Loop
57	Lot 77	File Plan 805	TMK No. (1) - 4-2 058: 71	1028 Iopono Loop
58	Lot 76	File Plan 805	TMK No. (1) - 4-2 058: 72	1032 Iopono Loop
59	Lot 75	File Plan 805	TMK No. (1) - 4-2 058: 73	1038 Iopono Loop
60	Lot 74	File Plan 805	TMK No. (1) - 4-2 058: 74	1042 Iopono Loop
61	Lot 73	File Plan 805	TMK No. (1) - 4-2 058: 75	1050 Iopono Loop
62	Lot 72	File Plan 805	TMK No. (1) - 4-2 058: 76	1058 Iopono Loop
63	Lot 71	File Plan 805	TMK No. (1) - 4-2 058: 77	1042 Akumu Street
64	Lot 70	File Plan 805	TMK No. (1) - 4-2 058: 78	1050 Akumu Street
65	Lot 2	File Plan 878	TMK No. (1) - 4-2 061: 1	1056 Akumu Street
66	Lot 3	File Plan 878	TMK No. (1) - 4-2 061: 2	1409 Kahili Street
67	Lot 4	File Plan 878	TMK No. (1) - 4-2 061: 3	1395 Kahili Street
68	Lot 5	File Plan 878	TMK No. (1) - 4-2 061: 4	1385 Kahili Street
69	Lot 6	File Plan 878	TMK No. (1) - 4-2 061: 5	1379 Kahili Street
70	Lot 7	File Plan 878	TMK No. (1) - 4-2 061: 6	1369 Kahili Street
71	Lot 8	File Plan 878	TMK No. (1) - 4-2 061: 7	1361 Kahili Street

72	Lot 9	File Plan 878	TMK No. (1) - 4-2 061: 8	1353 Kahili Street
73	Lot 10	File Plan 878	TMK No. (1) - 4-2 061: 9	1343 Kahili Street
74	Lot 11	File Plan 878	TMK No. (1) - 4-2 061: 10	1335 Kahili Street
75	Lot 12	File Plan 878	TMK No. (1) - 4-2 061: 11	1329 Kahili Street
76	Lot 13	File Plan 878	TMK No. (1) - 4-2 061: 12	1321 Kahili Street
77	Lot 14	File Plan 878	TMK No. (1) - 4-2 061: 13	1315 Kahili Street
78	Lot 15	File Plan 878	TMK No. (1) - 4-2 061: 14	1309 Kahili Street
79	Lot 16	File Plan 878	TMK No. (1) - 4-2 061: 15	1303 Kahili Street
80	Lot 17	File Plan 878	TMK No. (1) - 4-2 061: 16	1291 Kahili Street
81	Lot 18	File Plan 878	TMK No. (1) - 4-2 061: 17	1289 Kahili Street
82	Lot 19	File Plan 878	TMK No. (1) - 4-2 061: 18	1285 Kahili Street
83	Lot 20	File Plan 878	TMK No. (1) - 4-2 061: 19	1277 Kahili Street
84	Lot 21	File Plan 878	TMK No. (1) - 4-2 061: 20	1271 Kahili Street
85	Lot 22	File Plan 878	TMK No. (1) - 4-2 061: 21	1269 Kahili Street
86	Lot 23	File Plan 878	TMK No. (1) - 4-2 061: 22	1261 Kahili Street
87	Lot 87	File Plan 878	TMK No. (1) - 4-2 061: 23	1253 Kahili Street
88	Lot 88	File Plan 878	TMK No. (1) - 4-2 061: 24	1247 Kahili Street
89	Lot 89	File Plan 878	TMK No. (1) - 4-2 061: 25	1239 Kahili Street
90	Lot 90	File Plan 878	TMK No. (1) - 4-2 061: 26	1231 Kahili Street
91	Lot 91	File Plan 878	TMK No. (1) - 4-2 061: 27	1225 Kahili Street
92	Lot 92	File Plan 878	TMK No. (1) - 4-2 061: 28	1217 Kahili Street
93	Lot 93	File Plan 878	TMK No. (1) - 4-2 061: 29	1211 Kahili Street
94	Lot 94	File Plan 878	TMK No. (1) - 4-2 061: 30	1201 Kahili Street
95	Lot 95	File Plan 878	TMK No. (1) - 4-2 061: 31	1193 Kahili Street

96	Lot 96	File Plan 878	TMK No. (1) - 4-2 061: 32	1185 Kahili Street
97	Lot 97	File Plan 878	TMK No. (1) - 4-2 061: 33	1179 Kahili Street
98	Lot 98	File Plan 878	TMK No. (1) - 4-2 061: 34	1169 Kahili Street
99	Lot 99	File Plan 878	TMK No. (1) - 4-2 061: 35	1161 Kahili Street
100	Lot 100	File Plan 878	TMK No. (1) - 4-2 061: 36	1155 Kahili Street
101	Lot 101	File Plan 878	TMK No. (1) - 4-2 061: 37	1151 Kahili Street
102	Lot 102	File Plan 878	TMK No. (1) - 4-2 061: 38	1139 Kahili Street
103	Lot 103	File Plan 878	TMK No. (1) - 4-2 061: 39	1131 Kahili Street
104	Lot 104	File Plan 878	TMK No. (1) - 4-2 061: 40	1123 Kahili Street
105	Lot 105	File Plan 878	TMK No. (1) - 4-2 061: 41	1110 Akumu Street
106	Lot 106	File Plan 878	TMK No. (1) - 4-2 061: 42	1118 Akumu Street
107	Lot A	File Plan 1035 *	TMK No. (1) - 4-2 076: 1	802 Pahumele Place
108	Lot 10	File Plan 1035	TMK No. (1) - 4-2 076: 2	794 Pahumele Place
109	Lot 28	File Plan 922	TMK No. (1) - 4-2 076: 3	788 Pahumele Place
110	Lot 27	File Plan 922	TMK No. (1) - 4-2 076: 4	782 Pahumele Place
111	Lot 26	File Plan 922	TMK No. (1) - 4-2 076: 5	776 Pahumele Place
112	Lot 25	File Plan 922	TMK No. (1) - 4-2 076: 6	768 Pahumele Place
113	Lot 24	File Plan 922	TMK No. (1) - 4-2 076: 7	762 Pahumele Place
114	Lot 22	File Plan 922	TMK No. (1) - 4-2 076: 9	752 Pahumele Place
115	Lot 21A	File Plan 922 *	TMK No. (1) - 4-2 076: 10	748 Pahumele Place
116	Lot 13	File Plan 922	TMK No. (1) - 4-2 076: 18	708 Pahumele Place
117	Lot 12	File Plan 922	TMK No. (1) - 4-2 076: 19	704 Pahumele Place
118	Lot 11	File Plan 922	TMK No. (1) - 4-2 076: 20	702 Pahumele Place
119	Lot 10	File Plan 922	TMK No. (1) - 4-2 076: 28	701 Pahumele Place

120	Lot 33	File Plan 923	TMK No. (1) - 4-2 076: 29	672 Keolu Drive
121	Lot 32	File Plan 923	TMK No. (1) - 4-2 076: 30	678 Keolu Drive
122	Lot 4	File Plan 1035	TMK No. (1) - 4-2 076: 60	816 Pahumele Place
123	Lot 3	File Plan 1035	TMK No. (1) - 4-2 076: 61	812 Pahumele Place
124	Lot B	File Plan 1035 *	TMK No. (1) - 4-2 076: 62	808 Pahumele Place
125	Lot 3	File Plan 983	TMK No. (1) - 4-2 077: 100	644 Keolu Drive
126	Lot 4	File Plan 983	TMK No. (1) - 4-2 077: 101	650 Keolu Drive
127	Lot 3	File Plan 971	TMK No. (1) - 4-2 077: 102	658 Keolu Drive
128	Lot 2	File Plan 971	TMK No. (1) - 4-2 077: 103	664 Keolu Drive
129	Lot 1	File Plan 971	TMK No. (1) - 4-2 077: 104	668 Keolu Drive
130	Lot 30C	File Plan 1081 *	TMK No. (1) - 4-2 081: 6	650 Ohiki Place
131	Lot 31D	File Plan 1081 *	TMK No. (1) - 4-2 081: 7	646 Ohiki Place
132	Lot 32D	File Plan 1081 *	TMK No. (1) - 4-2 081: 8	640 Ohiki Place
133	Lot 34	File Plan 1081	TMK No. (1) - 4-2 081: 10	317 Hamakua Drive
134	Lot 35	File Plan 1081	TMK No. (1) - 4-2 081: 11	321 Hamakua Drive
135	Lot 36	File Plan 1081	TMK No. (1) - 4-2 081: 12	325 Hamakua Drive
136	Lot 37	File Plan 1081	TMK No. (1) - 4-2 081: 13	327 Hamakua Drive
137	Lot 38	File Plan 1081	TMK No. (1) - 4-2 081: 14	329 Hamakua Drive

\* The File Plan Lot or Lots were consolidated and/or subdivided to create the listed lot.

## EXHIBIT "A"

<b>Title</b>	<b>Date</b>	<b>Recordation Info</b>
Declaration of Protective Provisions	3/12/62	Recorded at the Bureau in Liber 4232, Page 367
Amendment to Declaration of Protective Provisions	9/2/62	Recorded at the Bureau in Liber 4385, Page 179
Declaration of Protective Provisions	9/21/62	Recorded at the Bureau in Liber 4385, Page 176
Declaration of Protective Provisions	4/22/64	Recorded at the Bureau in Liber 5004, Page 518
Declaration of Protective Provisions	4/1/65	Recorded at the Bureau in Liber 5011, Page 277
Declaration of Protective Provisions	7/26/66	Recorded at the Bureau in Liber 5422, Page 222
Declaration of Protective Provisions	1/8/69	Recorded at the Bureau in Liber 6381, Page 158
Amendment to Declaration of Protective Provisions (Lease No. 14,079E)	2/18/69	Recorded at the Bureau in Liber 6417, Page 445
Amendment to Declaration of Protective Provisions	12/15/72	Recorded at the Bureau in Liber 8879, Page 471
Supplemental Declaration of Protective Provisions	9/23/87	Recorded at the Bureau in Liber 21156, Page 259