

vs
E6 R-864

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

SEP 06, 2001 01:00 PM

Doc No(s) 2001-140242

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT

AFTER RECORDATION, RETURN BY: MAIL () PICK-UP (X)

(7)
LAW OFFICES OF
WESLEY Y.S. CHANG
841 Bishop Street, Suite 702
Honolulu, Hawaii 96813

Total No. of Pages: 26

TMK No(s): (2) 3-9-045-014

**AMENDMENT OF DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF
KIHEI COMMERCIAL CONDOMINIUM II**

WHEREAS, KCOM CORP., a Hawaii corporation, and VALENTINE PEROFF, JR., husband of Barbara Joanna Peroff, Trustee of the Valentine Peroff, Jr. Revocable Living Trust created by unrecorded Trust Agreement dated July 7, 1989, having all powers under said trust, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate and interests therein, both of whose address is 99-1379 Koaha Place, Aiea, Hawaii 96701, are the Owners in fee simple of certain land which has been submitted to a Condominium Property Regime by filing at the Bureau of Conveyances of the State of Hawaii the Declaration of Condominium Property Regime ("Declaration") dated May 9, 2001, recorded as Document No. 2001-095548, By-Laws of the Association of Owners of Kihei Commercial Condominium II ("By-Laws") dated May 9, 2001, recorded as Document No. 2001-095549, and Condominium Map No. 3285 ("Condominium Map"); and

WHEREAS, no sales of apartments to second parties have been made and the Owners are acting on their own behalf and of all apartments in the project to amend certain sections to the said Declaration.

NOW, THEREFORE, the Owners hereby amend said Declaration dated May 9, 2001, recorded at the Bureau of Conveyances of the State of Hawaii as Document No. 2001-095548, as follows:

1. **Section 5.0, PERCENTAGE UNDIVIDED INTEREST IN THE COMMON ELEMENTS**, shall be deleted in its entirety and the following substituted in its place:

5.0 **PERCENTAGE UNDIVIDED INTEREST IN THE COMMON ELEMENTS**. The percentage undivided interest in the common elements appertaining to each apartment are as follows:

<u>Unit</u>	<u>Percentage in Common Elements</u>
A	50%
B	50%

For purposes of percentage interest in the common elements, voting and the amount of maintenance required to be paid by each apartment the percentage interest above shall govern.

2. **Section 8.0, USES, Paragraph 3, Notices**, shall be amended by adding the following:

The term "time-sharing interest", however, shall specifically exclude the use of self-storage and cold storage facilities.

3. **Section 10.0, MANAGING AGENT AND SERVICE OF PROCESS**, shall be amended by adding the following at the end thereof:

The project may be self-managed if the apartment owners vote to do so.

4. **Section 13.0, INSURANCE**, shall be deleted in its entirety and the following substituted in its place:

13.0 **INSURANCE**. The owner of each apartment is responsible for (1) carrying liability insurance in reasonable amounts (to be determined by the Association) with respect to its apartment, limited common elements appurtenant thereto and common elements with an insurance company authorized to do business in Hawaii as provided in the By-Laws; and (2) insuring its apartment and its limited common elements against loss or damage by fire and other hazards. If and to the extent such insurance is required by law to be maintained by the Association, the Association shall do so at the expense of each insured apartment owner, and in the event of any damage or destruction to any apartment or its limited common elements, shall pay over all proceeds to the owner(s) of said apartment. The owner(s) of each apartment is entitled to all proceeds of all casualty insurance carried by said owner(s) with respect to said owners' apartment, limited common element and improvements thereto. Any damaged improvement may in said owner's discretion be repaired and restored to its original plan or a modified plan at the

sole expense of the owner(s) of the apartment or limited common element or improvement thereto which shall have been so damaged or destroyed.

5. **Section 16.0, ALTERATION OF PROJECT**, shall be deleted in its entirety and the following substituted in its place:

16.0 ALTERATION OF PROJECT. Replacement of the project or any part thereof, or construction of any additional building or structural alterations or additions to any structure, different in any material respect from the said Condominium Map shall be undertaken by the Association or any apartment owner only pursuant to an amendment of this Declaration, duly executed by or pursuant to the vote of not less than seventy-five percent (75%) of the apartment owners and accompanied by the written consent of the holders of all liens affected thereby, 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 in said Bureau of Conveyances 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 anything contained in this Declaration to the contrary, additions to or alterations of any apartment or limited common elements appurtenant to an apartment, may be done by an apartment owner without the consent or approval of the Board of Directors, the Association or the owner of any other apartment, and the apartment owner shall record an amendment to this Declaration and an amendment to the Condominium Map showing the alterations made to the apartment or limited common elements appurtenant to such apartment; provided, however, that no work shall be done which would violate any law, code, statute or ordinance, or impair any easement serving the project.

6. Two new sections, to be designated as **Section 23.0, EASEMENT 3 ROAD MAINTENANCE AGREEMENT**, and **Section 24.0, UNILATERAL AGREEMENT AND DECLARATION**, are hereby added to said Declaration:

23.0 EASEMENT 3 ROAD MAINTENANCE AGREEMENT. Each apartment owner shall pay for such apartment owner's share of the costs of maintenance, repair and repaving of the roadway and appurtenant facilities, as more particularly set forth in that certain Roadway Maintenance (Easement 3) Agreement described in Exhibit "A" attached hereto.

24.0 UNILATERAL AGREEMENT AND DECLARATION. The owner of Unit B shall have the exclusive right to use the parking stalls described in that certain Unilateral Agreement and Declaration dated May 18, 1999 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 99-094202. The owner of Unit B shall have the sole right to modify, terminate or amend said Unilateral Agreement and Declaration and shall be solely responsible for any cost, liability or expense arising out of the use of said parking stalls or arising out of said Unilateral Agreement and Declaration and shall save, indemnify, defend and hold the owner of Unit A harmless from any such cost, liability or expense. To the extent that the joinder

of the owner of Unit A is required for purposes of effecting a modification, termination or amendment of said Unilateral Agreement and Declaration, such joinder shall be accomplished by power of attorney from the owner of Unit A to the owner of Unit B, and the acceptance of ownership of Unit A in the Project shall constitute a grant of such power and such grant, being coupled with the interest of the owner of Unit B as herein reserved to exercise its rights under this paragraph, and shall be irrevocable and shall remain in existence for as long as the Unilateral Agreement and Declaration or any substitute therefor shall remain in existence. No amendment of this Declaration affecting any of the rights of the owner of Unit B under this paragraph shall be effective unless the owner of Unit B shall give its written consent to such amendment.


7. **Exhibit "A"** of said Declaration is hereby deleted in its entirety, and the Exhibit "A" attached to this Amendment is substituted in its place.

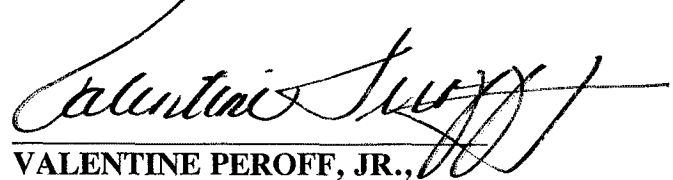
EXCEPT AS HEREIN AMENDED, all of the terms, covenants and conditions of the Declaration of Condominium Property Regime of Kihei Commercial Condominium II are hereby ratified and confirmed, and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Owners have executed these presents on
September 6, 2007.

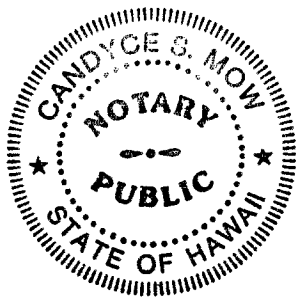
KCOM CORP., a Hawaii corporation

By 
VALENTINE PEROFF, JR.
Its President


VALENTINE PEROFF, JR.,
Trustee as aforesaid

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

On Sept. 6, 2001 before me appeared VALENTINE PEROFF, JR., to me personally known, who, being by me duly sworn, did say that he is the President of **KCOM CORP.**, a Hawaii corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged said instrument to be the free act and deed of said corporation.



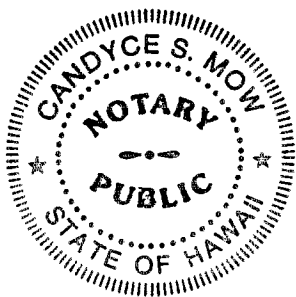
Candyce S. Mow
(notary's signature)

CANDYCE S. MOW
(print/type name of notary)
Notary Public, in and for said
County and State.

My commission expires: 7-30-03

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

On Sept. 6, 2001 before me personally appeared **VALENTINE PEROFF, JR., Trustee** under that certain Valentine Peroff, Jr. Revocable Living Trust created by unrecorded Trust Agreement dated July 7, 1989, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that Trustee executed the same as Trustee's free act and deed as such Trustee.



Candyce S. Mow
(notary's signature)

CANDYCE S. MOW
(print/type name of notary)
Notary Public, in and for said
County and State.

My commission expires: 7-30-03

EXHIBIT "A"

All of that certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 11400 to Ernest K. Naeole) situate, lying and being at Waiakoa, Kihei, (Kula), Island and County of Maui, State of Hawaii, being LOT 2 of the "KIHEI COMMERCIAL CENTER SUBDIVISION" (the map thereof not being recorded), being a portion of Lot 9-B-1 of the "Waiakoa Makai Homesteads", and thus bounded and described as per survey of Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated April 8, 1996 (last revised August 13, 1996):

Beginning at a 3/4-inch pipe at the southwest corner of this parcel of land, on the northerly boundary of Royal Patent Number 7447, Land Commission Award Number 3237, Part 2 to H. Hewahewa, said point being also the southeast corner of Lot 1 of said Kihei Commercial Center Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

14,711.82 feet north
22,097.63 feet west

and running by azimuths measured clockwise from true South:

1. 176° 46' 30" 376.23 feet along said Lot 1 of the Kihei Commercial Center Subdivision and along the remainder of said Grant 11400 to Ernest K. Naeole to chiseled cross;

Thence along same on the arc of a curve to the right,
concave southeasterly
with a radius of 10.00
feet, the chord azimuth
and distance being:

2. 221° 46' 30" 14.14 feet to a chiseled hole on top of concrete curb;
3. 266° 46' 30" 16.00 feet along said Lot 1 of the Kihei Commercial Center Subdivision and along the remainder of Grant 11400 to Ernest K.

				Naeole to a chiseled hole on top of concrete curb;	
4.	176°	46'	30"	20.00	feet along same to a chiseled cross;
Thence along same on the arc of a curve to the right, concave northeasterly with a radius of 20.00 feet, the chord azimuth and distance being:					
5.	131°	46'	30"	28.28	feet to a 3/4-inch pipe;
6.	176°	46'	30"	262.00	feet along said Lot 1 of the Kihei Commercial Center Subdivision and along the remainder of said Grant 11400 to Ernest K. Naeole to a 3/4-inch pipe;
7.	266°	46'	30"	355.27	feet along same to a 3/4- inch pipe on the westerly boundary of Lot 10 of said Waiakoa Makai Homesteads;
8.	356°	46'	30"	709.06	feet along said Lot 10 of the Waiakoa Makai Homesteads and along the remainder of said Grant 11400 to Ernest K. Naeole to a 3/4-inch pipe on the northerly boundary of said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa;
9.	90°	04'	30"	361.87	feet along said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa to the point

of beginning and
containing an area of
5.741 acres, more or
less.

Together with the following described easements as granted by instrument dated July 20, 1987, recorded in Liber 20934 at Page 687, subject to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein:

DRAINAGE EASEMENT NO. 1
(25.00 feet wide)
TAX MAP KEY: 3-9-01:16

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 7447, Land Commission Award Number 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56)) situate, lying and being at Kaonoulu, Wailuku, Island and County of Maui, State of Hawaii, being an easement 25.00 feet wide for drainage purposes over, under and across Parcel 16 of Tax Map Key: 3-9-01, and thus bounded and described:

Beginning at the northwesterly corner of this easement, on the easterly side of Piilani Highway (F.A.P. RF-031-1(5)), said point being also the northwesterly corner of said Parcel 16 and the southwesterly corner of Lot 9 of the Waiakoa Makai Homesteads, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

14,712.29 feet north
22,456.32 feet west

and running by azimuths measured clockwise from true South:

- | | | | | | |
|----|------|-----|-----|-------|---|
| 1. | 270° | 04' | 30" | 25.69 | feet along said Lot 9 of the Waiakoa Makai Homesteads and along Grant 11400 to Ernest K. Naeole; |
| 2. | 325° | 10' | 30" | 67.81 | feet along the remainders of said Parcel 16 and said Royal Patent 7447, Land Commission Award 3237, Part 2 to |

				H. Hewahewa (Certificate of Boundaries No. 56);	
3.	346°	48'	00"	1,320.33	feet along same;
4.	316°	48'	00"	50.00	feet along same;
5.	346°	48'	00"	140.69	feet along same;
6.	46°	48'	00"	57.74	feet along same;
7.	346°	48'	00"	556.96	feet along same;
8.	30°	49'	00"	35.98	feet along the southeasterly boundary of said Parcel 16, being also the Wailuku - Makawao District Line and along the remainder of said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56) to the easterly side of said Piilani Highway;
9.	166°	48'	00"	596.83	feet along said easterly side of said Piilani Highway;
10.	226°	48'	00"	57.74	feet along the remainders of said Parcel 16 and said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56);
11.	166°	48'	00"	120.00	feet along said easterly side of said Piilani Highway;

- | | |
|---------------------------|---|
| 12. 136° 48' 00" 50.00 | feet along the remainders of said Parcel 16 and said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56); |
| 13. 166° 48' 00" 1,322.25 | feet along said easterly side of said Piilani Highway; |
| 14. 145° 10' 30" 67.82 | feet along the remainders of said Parcel 16 and said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56); |
| 15. 166° 48' 00" 10.66 | feet along said easterly side of said Piilani Highway to the point of beginning and containing an area of 55,216 square feet or 1.268 acres, more or less. |

DRAINAGE EASEMENT NO. 2
(25.00 feet wide)
TAX MAP KEY: 2-2-02:15

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 7447, Land Commission Award Number 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56)) situate, lying and being at Kaonoulu, Makawao, Island and County of Maui, State of Hawaii, being an easement 25.00 feet wide for drainage purposes over, under and across Parcel 15 of Tax Map Key: 2-2-02, and thus bounded and described:

Beginning at the northwesterly corner of this easement, on the easterly side of Piilani Highway (F.A.P. RF-031-1(5)) and on the Wailuku - Makawao

District Line, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

12,585.05 feet north
21,957.39 feet west

and running by azimuths measured clockwise from true South:

1. 210° 49' 00" 35.98 feet along the northerly boundary of said Parcel 15, along said Wailuku - Makawao District Line and along the remainder of said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56);
2. 346° 48' 00" 146.52 feet along the remainders of said Parcel 15 and said Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa (Certificate of Boundaries No. 56);
3. 316° 48' 00" 60.00 feet along same;
4. 346° 48' 00" 156.70 feet along same;
5. 76° 48' 00" 25.00 feet along same to the easterly side of said Piilani Highway;
6. 166° 48' 00" 150.00 feet along said easterly side of said Piilani Highway;
7. 136° 48' 00" 60.00 feet along the remainders of said Parcel 15 and said Royal Patent 7447, Land Commission Award 3237, Part 2 to

H. Hewahewa
(Certificate of
Boundaries No. 56);

8. 166° 48' 00" 127.34 feet along said easterly side of said Piilani Highway to the point of beginning and containing an area of 8,757 square feet, more or less.

Together also with a perpetual non-exclusive right and easement for sewer disposal purposes, etc., over and across the following described easement area, as granted by instrument dated April 24, 1990, recorded as Document No. 90-058932, subject to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein:

WAIAKOA MAKAI HOMESTEADS, LOT 9-A
Description of EASEMENT 1
(Sewerline Easement)

All of that certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 11400 to Ernest K. Naeole) situate, lying and being at Waiakoa, Kihei (Kula), Island and County of Maui, State of Hawaii, being SEWERLINE EASEMENT 1 in favor of Lot 9-B and Lot 10 of the "WAIAKOA MAKAI HOMESTEADS" over and across a portion of Lot 9-A of the "Waiakoa Makai Homesteads", and thus bounded and described:

Beginning at a point at the southwest corner of this easement, being also the southwest corner of Lot 9-A of the Waiakoa Makai Homesteads, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being, 1,227.58 feet north and 22,561.76 feet west, and running by azimuths measured clockwise from true South:

1. 166° 48' 410.00 feet along the easterly side of Piilani Highway (F.A.P. RF-031-1(5));
2. 256° 48' 5.00 feet along same;
3. 166° 48' 511.85 feet along same;

4. Thence along same on a curve to the right having a radius of 77.50 feet, the chord azimuth and distance being:
- | | | | | |
|------|-----|-----|-------|-------|
| 184° | 55' | 30" | 48.22 | feet; |
|------|-----|-----|-------|-------|
5. 346° 48' 557.68 feet over and across a portion of Lot 9-A of the Waiakoa Makai Homesteads;
6. 348° 10' 40" 208.06 feet over and across same;
7. 346° 48' 202.00 feet over and across same;
8. 76° 48' 15.00 feet along Lot 9-B of the Waiakoa Makai Homesteads to the point of beginning and containing an area of 14,815 square feet, more or less.

Together, further, with Easement "1" (15-ft. wide for utility purposes) and Easement "2" (24-ft. wide for parking purposes) over, under and across Lot 1 of said Kihei Commercial Center Subdivision, being more particularly described as per survey of Bruce R. Lee, Licensed Professional Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated October 31, 1996:

EASEMENT "1"
 (15-ft. wide for Utility Purposes)
 Affecting Lot 1 of the
 Kihei Commercial Center Subdivision

All of that certain parcel of land, being Easement "1" (15-ft. wide for utility purposes) over, under and across Lot 1 in favor of Lot 2 of the Kihei Commercial Center Subdivision (the map thereof not being recorded), being a portion of Lot 9-B-1 of the Waiakoa Makai Homesteads, also being a portion of Land Patent Grant Number 11400 to Ernest K. Naeole, situated at Waiakoa, Kihei, (Kula), Island and County of Maui, State of Hawaii, and being more particularly described as follows:

Beginning at the northeast corner of this easement, on the southerly boundary of Ohukai Road, said point being $83^{\circ} 18' 30''$ 274.64 feet from the northeast corner of said Lot 1 of said Kihei Commercial Center Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

15,905.40 feet north
21,107.61 feet west

and running by azimuths measured clockwise from true South:

1. $353^{\circ} 18' 30''$ 15.00 feet along the remainders of said Lot 1 of the Kihei Commercial Center Subdivision and said Grant 11400 to Ernest K. Naeole;
2. $83^{\circ} 18' 30''$ 55.98 feet along same;

Thence along same on the arc of a curve to the right,

concave southeasterly with a radius of 30.00 feet, the chord azimuth and distance being:

3. $233^{\circ} 18' 30''$ 30.00 feet to a point on the southerly boundary of Ohukai Road;
4. $263^{\circ} 18' 30''$ 30.00 feet along said southerly boundary of Ohukai Road to the point of beginning and containing an area of 0.017 acre, more or less.

EASEMENT "2"
(24-ft. wide for Parking Purposes)
Affecting Lot 1 of the
Kihei Commercial Center Subdivision

All of that certain parcel of land, being Easement "2" (24-ft. wide for parking purposes) over and across Lot 1 in favor of Lot 2 of the Kihei Commercial Center Subdivision (the map thereof not being recorded), being a portion of Lot 9-B-1 of the Waiakoa Makai Homesteads, also being a

portion of Land Patent Grant Number 11400 to Ernest K. Naeole, situated at Waiakoa, Kihei, (Kula), Island and County of Maui, State of Hawaii, and being more particularly described as follows:

Beginning at a 3/4-inch pipe at the southeast corner of this easement, on the westerly boundary of Lot 10 of the Waiakoa Makai Homesteads, said point being also the northeast corner of said Lot 2 of the Kihei Commercial Center Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

15,419.28 feet north
21,775.65 feet west

and running by azimuths measured clockwise from true South:

1. 86° 46' 30" 355.27 feet along said Lot 2 of the Kihei Commercial Center Subdivision and along the remainder of said Grant 11400 to Ernest K. Naeole to a 3/4-inch pipe;
2. 176° 46' 30" 24.00 feet along the remainders of said Lot 1 of the Kihei Commercial Center Subdivision and said Grant 11400 to Ernest K. Naeole;
3. 266° 46' 30" 355.27 feet along same to a point on the westerly boundary of said Lot 10 of the Waiakoa Makai Homesteads;
4. 356° 46' 30" 24.00 feet along said Lot 10 of the Waiakoa Makai Homesteads and along the remainder of said Grant 11400 to Ernest K. Naeole to the point of beginning and containing an area of 8,526 square feet or 0.196 acre, more or less.

Said above described parcel of land having been acquired as follows:

1. By KCOM CORP., a Hawaii corporation, as to an undivided 55.883% interest, by DEED of E & F EXCHANGE, INC., a Hawaii corporation, dated May 12, 1989, recorded in Liber 23208 at Page 486.
2. By VALENTINE PEROFF, JR., husband of Barbara Joanna Peroff, Trustee of the Valentine Peroff, Jr. Revocable Living Trust created by unrecorded Trust Agreement dated July 7, 1989, as to an undivided 44.117% interest, by WARRANTY DEED of VALENTINE PEROFF, JR., husband of Barbara Joanna Peroff, dated May 13, 1993, recorded as Document No. 94-077165.

Together with an easement for roadway and utility purposes over Easement "3" for access and utility purposes affecting Lot 1-B of the Kihei Commercial Center Subdivision, as granted by instrument dated April 20, 1999, recorded as Document No. 99-075905, subject, however, the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein, said easement being more particularly described as follows:

All of that certain parcel of land, being Easement 3 (for access and utility purposes) over, under and across Lot 1-B in favor of Lot 1-A and Lot 2 of the Kihei Commercial Center Subdivision (the map thereof not being recorded), being a portion of Land Patent Grant 11400 to Ernest K. Naeole, situated at Waiakoa, Kihei, (Kula), Island and County of Maui, State of Hawaii, and thus bounded and described as per survey of Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., revised April 29, 1999:

Beginning at a 3/4-inch pipe at the southeast corner of this easement, on the northerly boundary of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, said point also being the southeast corner of Lot 1-B and the southwest corner of Lot 2 of said Kihei Commercial Center Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

14,711.82 feet north
22,097.63 feet west

and running by azimuths measured clockwise from true South:

1. 90° 04' 30" 36.06 feet along said Royal Patent 7447, Land Commission Award

3237, Part 2 to H.
Hewahewa;

2. 176° 46' 30" 609.02

feet along the remainders
of said Lot 1-B of the
Kihei Commercial
Center Subdivision and
said Grant 11400 to
Ernest K. Naeole to a
3/4-inch pipe at the
southwest corner of Lot
5 of said Piilani Business
Park Subdivision;

3. 176° 46' 30" 575.50

feet along Lots 5, 4, 3, 2
and 1 of said Piilani
Business Park
Subdivision and along
the remainder of said
Grant 11400 to Ernest K.
Naeole to a 3/4-inch pipe
on the southerly
boundary of Ohukai
Road;

4. 263° 18' 30" 93.36

feet along said southerly
boundary of Ohukai
Road to a chiseled hole
on sidewalk at the
northwest corner of Lot
1-A of said Kihei
Commercial Center
Subdivision;

Thence along said Lot 1-
A of the Kihei
Commercial Center
Subdivision and along
the remainder of said
Grant 11400 to Ernest K.
Naeole, on the arc of a
curve to the left, concave
southeasterly with a
radius of 30.00 feet, the
chord azimuth and
distance being:

5. 40° 02' 30" 41.12

feet to a 3/4-inch pipe at a point of reverse curvature;

Thence along said Lot 1-A of the Kihei Commercial Center Subdivision and along the remainder of said Grant 11400 to Ernest K. Naeole, on the arc of a curve to the right, concave westerly with a radius of 407.00 feet, the chord azimuth and distance being:

6. 1° 30' 22" 67.14

feet to a 3/4-inch pipe;

7. 6° 14' 14" 73.55

feet along said Lot 1-A of the Kihei Commercial Center Subdivision and said Grant 11400 to Ernest K. Naeole to a 3/4-inch pipe;

Thence along same on the arc of a curve to the left, concave easterly with a radius of 395.00 feet, the chord azimuth and distance being:

8. 1° 30' 22" 65.16

feet to an iron bolt;

9. 356° 46' 30" 269.68

feet along said Lot 1-A of the Kihei Commercial Center Subdivision and said Grant 11400 to Ernest K. Naeole to a 3/4-inch pipe at the northwest corner of said Lot 2 of the Kihei Commercial Center Subdivision;

10.	356°	46'	30"	262.00	feet along said Lot 2 of the Kihei Commercial Center Subdivision and along the remainder of said Grant 11400 to Ernest K. Naeole to a 3/4-inch pipe;
					Thence along same on the arc of a curve to the left, concave northeasterly with a radius of 20.00 feet, the chord azimuth and distance being:
11.	311°	46'	30"	28.28	feet to a chiseled cross;
12.	356°	46'	30"	20.00	feet along said Lot 2 of the Kihei Commercial Center Subdivision and along the remainder of said Grant 11400 to Ernest K. Naeole to a chiseled hole on top of concrete curb;
13.	86°	46'	30"	16.00	feet along same to a chiseled hole on top of concrete curb;
					Thence along same on the arc of a curve to the left, concave southeasterly with a radius of 10.00 feet, the chord azimuth and distance being:
14.	41°	46'	30"	14.14	feet to chiseled cross;
15.	356°	46'	30"	376.23	feet along said Lot 2 of the Kihei Commercial Center Subdivision and along the remainder of

said Grant 11400 to Ernest K. Naeole to the point beginning and containing an area of 1.176 acres, more or less.

SUBJECT, HOWEVER, to the following:

1. INSTRUMENT : SECTION 14.12.080 AGREEMENT FOR CENTRAL MAUI AREAS

DATED : May 5, 1987
RECORDED : Liber 20719 Page 69
PARTIES : TONY HARUYOSHI HASHIMOTO and HILDA HASHIMOTO, husband and wife, EVELYN HILDA HASHIMOTO, wife of Frank Lau, HEDY NAOMI KANEOKA, wife of Kelvin Muneyoshi Kaneoka, GRACE TOMIKO TSUTAHARA, wife of Melvyn Takao Tsutahara, SUSAN HISAYE HASHIMOTO-SHINOZUKA, wife of Keith Shinozuka, and HARRY HITOSHI HASHIMOTO, husband of Valerie Hashimoto, and DEPARTMENT OF WATER SUPPLY

2. INSTRUMENT : SUBDIVISION (THREE LOTS OR LESS) AGREEMENT

DATED : July 13, 1987
RECORDED : Liber 20904 Page 160
PARTIES : TONY HARUYOSHI HASHIMOTO and HILDA HASHIMOTO (fka Hildegard Z. Hashimoto), husband and wife, EVELYN H. HASHIMOTO, wife of Frank Lau, HEDY NAOMI KANEOKA, wife of Kelvin Muneyoshi Kaneoka, GRACE T. TSUTAHARA (fka Grace T. Hashimoto), wife of Melvyn Takao Tsutahara, SUSAN H. HASHIMOTO-SHINOZUKA (fka Susan H. Hashimoto), wife of Keith Shinozuka, HARRY H. HASHIMOTO, husband of Valerie Hashimoto, TONY H. HASHIMOTO, Trustee under that certain unrecorded Tony H. Hashimoto Revocable Living Trust Agreement dated August 9, 1975, and HILDA HASHIMOTO, Trustee under that certain unrecorded Hilda Hashimoto Revocable

Living Trust Agreement dated August 9, 1975,
and COUNTY OF MAUI

3. INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)

DATED : July 13, 1987
RECORDED : Liber 20904 Page 171
PARTIES : TONY HARUYOSHI HASHIMOTO and HILDA
HASHIMOTO (fka Hildegard Z. Hashimoto),
husband and wife, EVELYN H. HASHIMOTO,
wife of Frank Lau, HEDY NAOMI KANEOKA,
wife of Kelvin Muneyoshi Kaneoka, GRACE T.
TSUTAHARA (fka Grace T. Hashimoto), wife of
Melvyn Takao Tsutahara, SUSAN H.
HASHIMOTO-SHINOZUKA (fka Susan H.
Hashimoto), wife of Keith Shinozuka, HARRY H.
HASHIMOTO, husband of Valerie Hashimoto,
TONY H. HASHIMOTO, Trustee under that
certain unrecorded Tony H. Hashimoto Revocable
Living Trust Agreement dated August 9, 1975,
and HILDA HASHIMOTO, Trustee under that
certain unrecorded Hilda Hashimoto Revocable
Living Trust Agreement dated August 9, 1975,
and COUNTY OF MAUI

4. INSTRUMENT : SECTION VI(c) AGREEMENT FOR
CENTRAL MAUI AREAS

DATED : July 6, 1989
RECORDED : Liber 23463 Page 94
PARTIES : KCOM CORPORATION, a Hawaii corporation,
and DEPARTMENT OF WATER SUPPLY of
the County of Maui

Said above Agreement was amended by instruments dated March 27,
1990, recorded as Document No. 90-057153, and dated October 16,
1990, recorded as Document No. 90-164419.

5. Conditions contained in the following: NOTICES TO ALL
OWNERS/DEVELOPER/AUTHORIZED AGENTS, re: Kihei
Wastewater Treatment Capacity (a) dated July 7, 1989, recorded in
Liber 23514 at Page 586; (b) dated July 7, 1989, recorded in Liber
23514 at Page 588; (c) dated July 7, 1989, recorded in Liber 23514
at Page 590; (d) dated November 17, 1989, recorded in Liber 24040
at Page 479; and (e) dated June 28, 1990, recorded as Document No.
90-110641.

6. GRANT

TO : TONY HARUYOSHI HASHIMOTO and HILDA HASHIMOTO (fka Hildegard Z. Hashimoto), husband and wife, EVELYN H. HASHIMOTO, wife of Franklin T.K. Lau, HEDY NAOMI KANEOKA, wife of Kelvin Kaneoka, GRACE T. TSUTAHARA (fka Grace T. Hashimoto), wife of Melvyn Tsutahara, SUSAN H. HASHIMOTO-SHINOZUKA (fka Susan H. Hashimoto), wife of Keith Shinozuka, HARRY H. HASHIMOTO, husband of Valerie Hashimoto, TONY H. HASHIMOTO, Trustee under that certain Tony H. Hashimoto Revocable Living Trust Agreement dated August 9, 1975, and HILDA HASHIMOTO, Trustee under that certain Hilda Hashimoto Revocable Living Trust Agreement dated August 9, 1975

DATED : June 29, 1990

RECORDED : Document No. 90-116039

GRANTING : a perpetual easement to install, maintain, operate, repair, remove and replace any and all drainage culverts, etc., in, over and across said parcel, besides other land, said easement being 15 feet wide for drain purposes and containing an area of 10,825 square feet

-Note:- The above easement is designated as Existing Easement "A" on survey map prepared by Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated April 8, 1996 (last revised August 13, 1996).

7. GRANT

TO : TONY HARUYOSHI HASHIMOTO and HILDA HASHIMOTO (fka Hildegard Z. Hashimoto), husband and wife, EVELYN H. HASHIMOTO, wife of Franklin T.K. Lau, HEDY NAOMI KANEOKA, wife of Kelvin Kaneoka, GRACE T. TSUTAHARA (fka Grace T. Hashimoto), wife of Melvyn Tsutahara, SUSAN H. HASHIMOTO-SHINOZUKA (fka Susan H. Hashimoto), wife of Keith Shinozuka, HARRY H. HASHIMOTO, husband of Valerie Hashimoto, TONY H.

HASHIMOTO, Trustee under that certain Tony H. Hashimoto Revocable Living Trust Agreement dated August 9, 1975, and HILDA HASHIMOTO, Trustee under that certain Hilda Hashimoto Revocable Living Trust Agreement dated August 9, 1975

DATED : June 29, 1990
 RECORDED : Document No. 90-116040
 GRANTING : a perpetual easement to install, maintain, operate, repair, remove and replace any and all sewer culverts, etc., in, over and across said parcel, besides other land, said easement being 15 feet wide for sewer line purposes and containing an area of 14,085 square feet

-Note:- The above easement is designated as Existing Easement "B" on survey map prepared by Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated April 8, 1996 (last revised August 13, 1996).

8. Conditions contained in the following: NOTICES TO ALL OWNERS/DEVELOPERS/AUTHORIZED AGENTS, re: Kihei Wastewater Treatment Capacity:

RECORDED DOCUMENT NO.	DATED	OWNER/DEVELOPER/TENANT
91-004282	December 3, 1990	DESIGN 579, INC.
91-004284	December 14, 1990	KCOM Corp.
91-011493	November 7, 1990	KIHEI WINE & SPIRITS
91-018395	January 28, 1991	LES GIDDENS
91-018396	January 28, 1991	KCOM Corp.
91-018397	January 28, 1991	KCOM Corp.
91-018398	January 30, 1991	PACIFIC RIM INTERIOR DESIGN
91-021631	January 15, 1991	MAUI ECONOMIC DEVELOPMENT BOARD, INC.
91-024310	January 23, 1991	POWERHOUSE, INC.
91-024315	December 31, 1990	ATTCO INC.
91-024319	January 11, 1991	PARADISE COMPUTER PRODUCTS, LTD.
91-127059	June 27, 1991	SILK PLANTS HAWAII INC.

91-144489 June 24, 1991 YOST ENTERPRISES,
INC.

9. INSTRUMENT : SECTION VI (c) FOR CENTRAL MAUI
AREAS AGREEMENT

DATED : March 21, 1991
RECORDED : Document No. 91-041775
PARTIES : KIHEI TRADE CENTER, a Hawaii General
Partnership, and DEPARTMENT OF WATER
SUPPLY of the County of Maui

10. INSTRUMENT : DECLARATION

DATED : July 27, 1990
RECORDED : Document No. 91-096587

11. Conditions contained in the NOTICE re: Kihei Wastewater
Treatment Capacity, dated March 24, 1992, recorded as Document
No. 92-065726.

12. INSTRUMENT : HOLD-HARMLESS AGREEMENT

DATED : February 15, 1995
RECORDED : Document No. 95-034764
PARTIES : ALAN BEAURLINE, lessee of a building space
and the COUNTY OF MAUI

13. INSTRUMENT : DECLARATION OF EASEMENT AND
COVENANTS, RESTRICTIONS AND
RESERVATIONS RELATING THERETO

DATED : April 17, 1997
RECORDED : Document No. 97-051215

Said Declaration was amended and restated by AMENDED AND
RESTATED DECLARATION OF EASEMENT AND
COVENANTS, RESTRICTIONS AND RESERVATIONS
RELATING THERETO dated September 5, 1997, recorded as
Document No. 97-121272.

14. DESIGNATION OF EASEMENT "5"

PURPOSE : sewer
SHOWN : on tax map

15. Electrical box, as shown on Certification Map prepared by Bruce R. Lee, Land Surveyor, with Newcomer - Lee Land Surveyors, Inc., dated September 30, 1997.

16. INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION

DATED : May 18, 1999
RECORDED : Document No. 99-094202
PARTIES : KCOM CORP., a Hawaii corporation

17. INSTRUMENT : ROAD MAINTENANCE AGREEMENT (EASEMENT 3)

DATED : _____, 2001
RECORDED : Document No. 2001-140241
PARTIES : KCOM CORPORATION, a Hawaii corporation, "KCOM", and VALENTINE PEROFF, JR., husband of Barbara Joanna Peroff, Trustee of the Valentine Peroff, Jr. Revocable Living Trust created by unrecorded Trust Agreement dated July 7, 1989, "Peroff"

END OF EXHIBIT "A"