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BUREAU OF CONVEYANCES
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/s/ LESLIE T. KOBATA
REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

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Imanaka Asato, LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

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Tax Map Key No. (1) 2-3-016: 003, :004 and :008

Total Pages: 10

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
PROPERTY REGIME OF SKY ALA MOANA WEST**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF SKY ALA MOANA WEST (this "**Amendment**") is made this 9th day of February, 2021 by **JL AVALON CAPBRIDGE, LLC**, a Hawaii limited liability company ("**Developer**"), with its principal place of business and post office address at 1440 Kapiolani Boulevard, Suite 1509, Honolulu, Hawaii 96814.

WITNESSETH:

WHEREAS, by way of that certain Declaration of Condominium Property Regime of Sky Ala Moana West dated March 15, 2019 and filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10669266, as the same may be amended from time to time (the "**Declaration**"), and that certain Condominium Map No. 2438, as amended, Developer and Lot Owners (as defined in the Declaration), as the fee simple owners of the real property identified as Unit 1 of the Sky Ala Moana condominium project (the "**Master Condominium**"), and an undivided interest in the common elements of the Master Condominium (collectively, "**Spatial Unit 1**") submitted Spatial Unit 1, as more particularly described in **Exhibit "A"** attached to said Declaration, and all improvements thereon, to a condominium property regime known as "Sky Ala Moana West" (the "**Project**"); and

WHEREAS, by Limited Warranty Deed dated August 8, 2019 and filed with the Office as Document No. T-10811168 and Limited Warranty Deed dated August 8, 2019 and filed with the Office as Document No. T-10811171 Lot Owners conveyed to Developer all of their respective estate, right, title, and interest in and to Spatial Unit 1; and

WHEREAS, Developer deregistered the land subject to the Master Condominium from the Land Court system pursuant to Hawaii Revised Statutes Section 501 Part II by those certain Deregistration of Transfer Certificate of Title Nos. 1,131,851, 1,131,852, 1,131,853, 1,131,854, 1,131,855, 1,131,856, 1,131,857, 1,131,858, 1,180,476, and 1,180,477 recorded October 15, 2019 at the Bureau of Conveyances of the State of Hawaii as Document Nos. A-72270690 through A-72270699, inclusive; and

WHEREAS, Developer consolidated and resubdivided the land subject to the Master Condominium into Lot A ("**Lot A**") (which corresponds with Spatial Unit 1) and Lot B ("**Lot B**") (which corresponds with Unit 2 of the Master Condominium ("**Spatial Unit 2**")), as approved by the City and County of Honolulu on January 8, 2021 as 2020/SUB-153 and a map for which is recorded at the Bureau as Document No. A-^(the "**Subdivision**")
Doc A - 77130312
and

WHEREAS, because the Subdivision permits the Project to sit on a separate parcel of land from the proposed Sky Ala Moana East condominium project, and to simplify administration of the Project, subject to the shared use of the Podium under the Reciprocal Easement Agreement, Developer intends to withdraw Lot A and Lot B from the operation of the Master Condominium and to terminate the Master Condominium; and

WHEREAS, for the limited purpose of facilitating the termination of the Master Condominium and allow the Project to include Lot A, Developer desires to annex Spatial Unit 2 to the Project and, upon termination of the Master Condominium, withdraw Lot B from the Project; and

WHEREAS, pursuant to Article XXXIII of the Declaration, the Declaration and the Bylaws shall be deemed automatically amended to remove any references to Lot Owners as fee simple owners of the Spatial Unit effective the date of filing of the conveyance documents conveying to Developer the Lot Owners' fee simple interests in the Spatial Unit, and upon such date Developer shall have the reserved right, without the consent or joinder of any other person or party, to file an amendment to the Declaration and Bylaws, as appropriate, to effect the same; and

WHEREAS, pursuant to Article XV, Section A of the Declaration, the Declaration may be amended by the affirmative vote or written consent of Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the Common Interest; and

WHEREAS, pursuant to Article XV, Section B.1 of the Declaration, Developer is authorized to amend the Declaration at any time prior to the closing of the sale of the first Residential Unit in the Project; and

WHEREAS, Developer owns one hundred percent (100%) of the Common Interest in the Project and no sales of Residential Units in the Project have closed; and

WHEREAS, Developer wishes to amend the Declaration to (a) remove reference to Lot Owners to evidence Developer's acquisition of Lot Owners' interests in the Project; (b) note the deregistration of the land underlying the Project from the Land Court system; and (c) annex Spatial Unit 2 to the Project to permit the termination of the Master Condominium;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby amend the Declaration in the following manner:

1. **Removal of Lot Owners.** Developer desires to amend the Declaration to remove references to Lot Owners.

a. Section I.B.54, defining "**Lot Owners**" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

b. Sections XXXIII, providing for the "Reserved Right to Amend The Condominium Documents To Remove References To Lot Owner After Acquisition" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

c. Section XXXVI, providing for the "Indemnification of Lot Owners" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

d. Section XXXVII, providing for "Limited Purpose of Joinder by Lot Owners; Release and Waiver of Claims" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

2. **Deregistration of Land.** Developer desires to amend the Declaration to reflect the deregistration of the land underlying the Master Condominium.

a. Section I.B shall be amended to include a new definition for "**Bureau**" as Section 10A as follows:

"10A. '**Bureau**' means the Bureau of Conveyances of the State of Hawaii."

b. References to filing in the Office shall be replaced with recording at the Bureau in the following sections of the Declaration: Section I.B.3 and 39, V, X.J, XV.A, XV.D, XXXIV, XXXV, and XLII.E; and in such other places in the Declaration as appropriate in the context.


3. **Annexation of Spatial Unit 2.** Spatial Unit 2 is hereby annexed to and shall be a part of the Project and subject to the Declaration as hereby amended. **Exhibit "A"** to the Declaration shall be replaced in its entirety by **Exhibit "A"** attached hereto, which **Exhibit "A"** sets forth the legal description of the Spatial Units subject to the Declaration, including the annexed Spatial Unit 2. The amended **Exhibit "A"** further updates the property description to note the deregistration of the land underlying the Master Condominium.

4. In all other respects, said Declaration shall remain unchanged and in full force and effect. Capitalized terms used herein, unless otherwise noted, shall have the meanings set forth in the Declaration, as amended.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed these presents on the date first above written.

JL AVALON CAPBRIDGE, LLC,
a Hawaii limited liability company

By: 
Name: Timothy Lee
Its: Authorized Signer

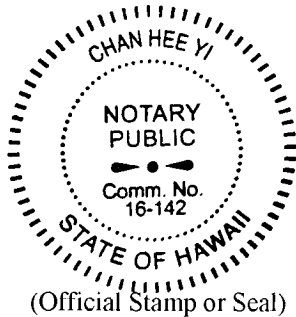
"Developer"

STATE OF HAWAII

SS:

CITY AND COUNTY OF HONOLULU

On this 26th day of November, 2020, before me appeared Timothy Lee, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing 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.



(Official Stamp or Seal)

Chan Hee Yi

Print Name: Chan Hee Yi
Notary Public, in and for said State

My commission expires: 4-10-2024

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM PROPERTY REGIME OF SKY
ALA MOANA WEST

Document Date: — or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: First Circuit
(in which notarial act is performed)

Chan Hee Yi

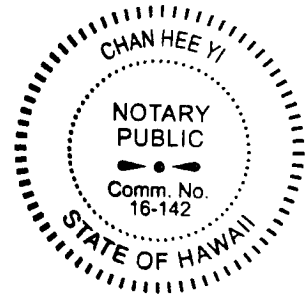
11-26-2020

Signature of Notary

Date of Notarization and
Certification Statement

Chan Hee Yi

Printed Name of Notary



(Official Stamp or Seal)

EXHIBIT "A"

PROPERTY DESCRIPTION

Those certain premises comprising a portion of that certain condominium project known as "SKY ALA MOANA" ("Master Project"), established by the Master Declaration of Condominium Property Regime Establishing Spatial Units for Sky Ala Moana dated March 15, 2019, filed in said Office as Document No. T-10668207, as the same may be amended from time to time ("Master Declaration"), and as shown on the plans of the Master Project filed in said Office as Condominium Map No. 2437 ("Master Condominium Map"), as the same may be amended from time to time.

-FIRST:-

Spatial Unit Nos. [See Schedule 1] ("Spatial Unit") located in the Master Project, established by the Master Declaration, and shown on the Master Condominium Map.

TOGETHER WITH those easements appurtenant to the Spatial Unit as set forth in the Master Declaration, which may include the following:

(a) Nonexclusive easements in the Common Elements, including the Limited Common Elements, designed for such purposes as ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of such Spatial Unit and the Limited Common Elements appurtenant thereto; in the Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided in the Master Declaration; and in the other spatial units for support; subject to the provisions of Section 514B-38 of the Act.

(b) Wherever sanitary sewer connections, water connections, electricity, gas, telephone, HVAC, security and television lines, drainage facilities, or duct facilities are installed within the Master Project, the owner of spatial unit that is served by said connections, lines or facilities shall have the right, and there are hereby reserved to the other owner, together with the right to grant and transfer the same, easements and rights to the full extent necessary for the full use and enjoyment of such portions of such connections, lines or facilities which service such spatial unit, and to enter the spatial unit owned by others, or to have utility companies enter the spatial unit owned by others, in or upon which said connections, lines or facilities, or any portions thereof, lie, to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary; provided that such entering owner or utility company shall repair all damage to any spatial unit caused by such entry as promptly as possible after completion of work thereon.

(c) If any part of the Common Elements now or hereafter encroaches upon any unit or Limited Common Element, or if any spatial unit encroaches upon the Common Elements or upon any other spatial unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that a spatial unit shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement, or movement of any part of the Master Project, encroachments of any part of the Common Elements, spatial units, or Limited Common Elements due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Master Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the Common Elements as they arise in the manner set forth above, now or hereafter existing thereon; (ii) easements for access to the Spatial Unit or any Limited Common Element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Master Project and, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or Limited Common Element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or Occupant therein; (iii) easements necessary to complete the Master Project, for noise and dust, to conduct sales activities upon the

Master Project; and (iv) easements necessary pursuant to the exercise of any reserved rights set forth in the Master Declaration, all as provided in the Master Declaration.

-SECOND:-

An undivided [See Schedule I] interest appurtenant to the Spatial Unit, in all Common Elements of the Master Project, as established for the Spatial Unit by the Master Declaration, or such other fractional or percentage interest as hereafter established for the Spatial Unit by any amendment of the Master Declaration, as tenant in common with all other owners and tenants thereof.

ALL TOGETHER WITH AND SUBJECT TO as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Master Declaration and the Master Bylaws, all of which are incorporated herein by this reference and which constitute and shall constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and provided by law, and which are hereby accepted by the Grantee as binding and to be binding on the Grantee, and Grantee's successors and assigns.

The lands upon which the Master Project is located are described as follows:

ITEM A:

All of those certain parcels of land situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, being land(s) described in deregistered Transfer Certificate of Title No. 1,180,476 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-72270698, described as follows:

- LOTS: 35, area 5,000 square feet,
- 36, area 5,000 square feet, and
- 37, area 5,000 square feet, more or less,

as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation 45 of Hawaiian Land Company, Limited, which lot(s) have been deregistered from the Land Court system pursuant to Hawaii Revised Statutes Section 501 Part II.

Being land(s) described in Transfer Certificate of Title No. 1,014,665 issued to MARUITO USA, INC., a Hawaii corporation.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED

GRANTOR : MARUITO USA, INC., a Hawaii corporation
 GRANTEE : JL AVALON CAPBRIDGE, LLC., a Hawaii limited liability company
 DATED : August 8, 2019
 FILED : Land Court Document No. T-10811168

ITEM B:

All of those certain parcels of land situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, being the land(s) described in deregistered Transfer Certificate of Title No(s). 1,131,851; 1,131,852; 1,131,853; 1,131,854; 1,131,855; 1,131,856; 1,131,857; and 1,131,858 recorded in the Bureau of Conveyances of the State of Hawaii as Document No(s). A-72270690 through A-72270697, inclusive, described as follows:

- LOTS: 27, area 5,000 square feet,
- 28, area 5,000 square feet,
- 29, area 5,000 square feet,
- 30, area 5,000 square feet,
- 31, area 5,000 square feet,

32, area 5,000 square feet,
33, area 5,000 square feet, and
34, area 5,000 square feet, more or less,

as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation 45 of Hawaiian Land Company, Limited, which lot(s) have been deregistered from the Land Court System pursuant to Hawaii Revised Statutes Section 501 Part II.

BEING THE PREMISES ACQUIRED BY JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company, by LIMITED WARRANTY DEEDS of LYK KENROCK, LLC, a Hawaii limited liability company, as follows:

-AS TO LOT 27:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914121.

-AS TO LOT 28:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914122.

-AS TO LOT 29:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914123.

-AS TO LOT 30:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914124.

-AS TO LOT 31:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914125.

-AS TO LOT 32:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914126.

-AS TO LOT 33:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914127.

-AS TO LOT 34:-

DEED dated February 22, 2017, filed as Land Court Document No. T-9914128.

ITEM C:

All of those certain parcels of land situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, being the land(s) described in deregistered Transfer Certificate of Title No. 1,180,477 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-72270699, described as follows:

LOTS: 24, area 5,000 square feet,
25, area 5,000 square feet, and
26, area 5,000 square feet, more or less,

as shown on Map I, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 45 of Hawaiian Land Company, Limited, which lot(s) have been deregistered from the Land Court System pursuant to Hawaii Revised Statutes Section 501 Part II.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : WATUMULL ENTERPRISES, LTD., a Hawaii corporation
GRANTEE : JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company
DATED : August 8, 2019
FILED : Land Court Document No. T-10811171

SCHEDULE 1

UNIT NO.	COMMON INTEREST
1	51%
2	49%