



R-1150 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
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/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

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LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL[ ] PICKUP[XX]G:\CPR\CLIENT\Hancock  
Kulana\Amendment to Declaration.wpd  
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Honolulu, HI 96813

This Document contains 6 pages.

Tax Map Key Nos. (4) 4-3-003: \_\_\_\_\_ (KULANA Subdivision)

AMENDMENT TO

DECLARATION OF  
CONDOMINIUM PROPERTY REGIME

"KULANA"

(Condominium File Plan No. 3902)

THIS AMENDMENT TO DECLARATION, is made this 8<sup>th</sup> day of June, 2006, by KAPAA 382, LLC, a Hawaii limited liability company, whose post office address is 4569 Kukui Street, Suite 200, Kapaa, Hawaii 96746, hereinafter referred to as the "Declarant";

W I T N E S S E T H :

WHEREAS, a condominium project named "KŪLANA" (herein called "Project"), was created by a Declaration of Condominium Property Regime, herein called "Declaration", which was recorded with the Bureau of Conveyances of the State of Hawaii as Document No. 2004-252101, which has been amended from time to time; and

WHEREAS, the Declaration was entered into by KAPAA 382, LLC, a Hawaii limited liability company, as the owner of the fee simple interest in the property described in Exhibit "A" attached thereto and incorporated herein by this reference (called therein and herein, the "Property") and such was further described on Condominium File Plan No. 3902 (the "Condominium Map"); and

WHEREAS, Paragraph 21(c) of the Declaration reserves to the Declarant the right to amend the Declaration and the Condominium Map to make minor alterations in the Project, any Unit or in the common elements, so long as such do not affect the physical location, design or size of any Unit, the use available for the Owner of such Unit for the Unit's of its appurtenant limited common elements, change the common interest appurtenant to an Unit which has been sold and filed in the Bureau of Conveyances location or size of a Unit; and

WHEREAS, at the request of Kauai Island Utility Cooperative, supplier of electric services to the Project, Declarant wishes to make several minor changes to the Declaration, which affect Paragraph 6.1 and Paragraph 22.6 of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 6.1 is deleted and replaced with the following:

"6.1 Certain parts of the Common Elements, herein called and designated limited common elements, are hereby set aside and reserved for the exclusive use of certain Units and such Units shall have appurtenant thereto exclusive easements for the use of such limited common elements.

The limited common elements so set aside and reserved are as follows:

- (1) Any entrance, exit, gateway, entry, patio, yard, driveway or steps which would normally be used only for the purposes of ingress to and egress from a Unit shall be a limited common element appurtenant to and reserved for the exclusive use of such Unit.

- (2) That portion of the Land designated on the Condominium Map as a "Lot" (together with the airspace above such Land area), is for the exclusive use of the Unit having the same letter designation as such Land area on such Condominium Map (such area may be referred to as an "Exclusive Area"). Schedule 1 attached hereto contains a list of the Units, and the area of the Exclusive Area appurtenant to such Unit.

- (3) Each Exclusive Area is subject to any nonexclusive easements shown on the Condominium Map and which are noted or reserved as set forth in Paragraph 22.6 of the Declaration, which are for the benefit of other Unit Owners, provided that the Owner of the Unit burdened by such easement reserves the right to make use of such easement, subject to the terms and conditions set forth in Paragraph 8.1 of this Declaration and provided further, that such Owner may not construct fences or buildings or plant trees on or over such easement that are for access or utility purposes.

(4) Any other common element of the Project which is rationally related to fewer than all the Units shall be deemed a limited common element appurtenant to and for the exclusive use of such Unit(s) to which it is rationally related."

2. Paragraph 22.6 is deleted and replaced with the following:

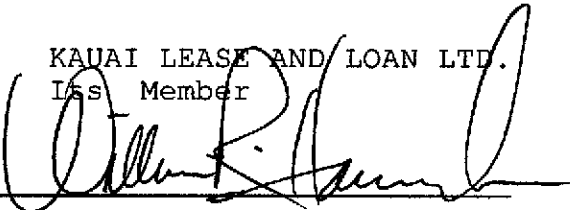
"22.6 Reserved Rights of Declarant to Grant Easements. In addition to the rights reserved in favor of Declarant under the Master Grant of Easements, Declarant further reserves (a) the right to grant to any public or governmental authority rights-of-way and other easements or to obtain easements or access rights onto public ways, which are for the sole benefit of the Project or which do not materially interfere with the use nor materially impair the value of, any Unit, over, across, under and through the Common Elements and limited common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage and other public services and utilities; (b) the right to enter for the purpose of installing, repairing, altering and removing such lines and facilities and of trimming any trees in the way thereof; and (c) the right to amend the terms and conditions of any existing easement to reflect the final configuration of the Improvements intended to be made within such area of the easement if such change shall become necessary or desirable after the completion of roadways and other public facilities, private roadways or utilities; provided, however, that any such changes shall not materially change the use by a Unit Owner of such easement or easements. The rights granted herein in favor of Declarant shall terminate when all utility requirements as noted in this Paragraph 22.6 for all Units have been satisfied. Thereafter, the Association, through the Board, with the consent or agreement of any holder of any then existing easement affected thereby, is authorized to grant, convey, transfer, cancel, relocate and otherwise deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project."

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IN WITNESS WHEREOF, Declarant has caused this Amended Declaration to be duly executed on the day and year first above written.

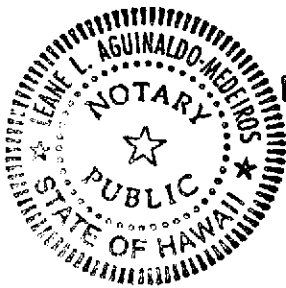
KAPAA 382, LLC, a Hawaii  
limited liability company

By KAUAI LEASE AND LOAN LTD.  
Its Member

By   
WILLIAM R. HANCOCK  
Its President

STATE OF HAWAII )  
 ) SS.  
COUNTY OF KAUAI )

On this 8<sup>th</sup> day of June, 2006, before me personally appeared WILLIAM R. HANCOCK, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*[Handwritten signature of Leane L. Aginaldo-Medeiros]*  
\_\_\_\_\_  
**LEANE L. AGUINALDO-MEDEIROS** Notary Public,  
above mentioned State

My Commission expires: 02/10/07