

JUN 28 1985 HONOLULU FED. S/L

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AMENDMENT TO DECLARATION OF HORIZONTAL
PROPERTY REGIME OF THE VILLA ON EATON SQUARE

WHEREAS, that certain Declaration of Horizontal Property Regime dated August 17, 1971 (the "Declaration") (with Bylaws attached thereto) filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 549326 and noted on Transfer Certificate of Title No. 140,525, together with plans filed in said Office as Condominium Map No. 117, established the condominium project known as "The Villa on Eaton Square" (the "Project"); and

WHEREAS, that certain First Amendment of Declaration of Horizontal Property Regime dated October 25, 1973 and filed in said Office as Document No. 655530, amended the Declaration to add Apartment No. 3707 (the "Apartment") to the Project, and to provide the owner of the Apartment with the right to subdivide the Apartment into two or three separate condominium apartment units by amending the Declaration and said Condominium Map without obtaining the consent of any other party; and

WHEREAS, Analee Bills Grasel, whose residence address is 400 Hobron Lane, Honolulu, Hawaii, is the owner

of the leasehold estate created by that certain Apartment Lease dated December 21, 1976 and filed in said Office as Document No. 799984 and covering the Apartment (the "Owner"), which interest Owner acquired by instrument dated March 11, 1985 and filed in said Office as Document No. 1289599; and

WHEREAS, the Owner desires to subdivide the Apartment into three separate condominium apartment units in accordance with the terms of said First Amendment to the Declaration; and

WHEREAS, in accordance with Section 514A-13(b), Hawaii Revised Statutes, as amended, Honolulu Federal Savings and Loan Association, as mortgagee of the Apartment, has, by separate instrument, consented to said subdivision of the Apartment.

NOW, THEREFORE, the Condominium Map is hereby amended by filing Sheet No. 27-A in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and said Declaration is hereby amended as follows:

1. Paragraph 3 of the Declaration, entitled "Description of Building" shall be amended by changing the reference to "426 residential apartment units" to "428 residential apartment units".

2. Paragraph 4 of the Declaration entitled "Division of Property" is hereby amended by changing the reference to "483 separate condominium apartment units" to "485 separate condominium apartment units", and by changing the reference to "426 residential units" to "428 residential units".

3. Subparagraph (h) of paragraph 6 of the Declaration entitled "Limited Common Elements" is amended as follows:

(h) The trash chute opening, located within the utility room on the 37th floor, adjacent to the east side of the Penthouse shall be a limited common element appurtenant to and for the exclusive use of Apartments 3707, 3708 and the Penthouse. The Trash Room across from the entrance to Apartment 3707 shall be a limited common element appurtenant to and for the exclusive use of all units on the 37th floor.

4. Paragraph 12A is amended in its entirety to read as follows:

12A. Apartment Nos. 3707, 3708 and Penthouse.

(a) Apartment 3707 is a residential unit consisting of one bedroom, one dining/family room, one bathroom, foyer and kitchen and has a net area of approximately 946 square feet.

(1) Apartment 3707 shall be subject to an easement in favor of the Association of Apartment Owners for access to the space under the pool for maintenance purposes, to be exercised only at reasonable times and subject to reasonable controls and restrictions by the owner or owners of Apartment 3707 for their comfort and safety. The Association of Apartment Owners shall be responsible for any repairs of any damage or wear to any part of Apartment 3707 or any property located therein as a result of the Association's exercise of any easement rights granted by this subparagraph (a)(1) or any leakage from the pool.

(b) Apartment 3708 is a residential studio unit consisting of a single room, one bathroom and kitchen and has a net area of approximately 540 square feet.

(1) The Association of Apartment Owners shall be responsible for any repairs of any damage to any part of Apartment 3708 as a result of any leakage from the pool.

(c) The Penthouse is a residential unit on the 37th floor consisting of two bedrooms, three bathrooms, a living/dining room, foyer, kitchen, lanai on the makai side of the building, and a corridor providing access to the

Penthouse entrance doors, the building stairway and the pool equipment room. The unit has a net area (not including lanai or corridor) of approximately 1,914 square feet.

(1) The area designated as "corridor" on Sheet No. 22-A of the Condominium Map, and included as part of the Penthouse apartment, is subject to an easement in favor of (i) the Association of Apartment Owners for access to the pool equipment room and other common elements for maintenance purposes, to be exercised only at reasonable times and subject to reasonable controls and restrictions by the owner or owners of the Penthouse for their comfort and security; (ii) the owners of Apartment Nos. 3707 and 3708 for access to the trash chute opening located within the utility room on the 37th floor, adjacent to the east side of the Penthouse; and (iii) all owners and occupants of residential units on the 37th floor for access to the building stairway in the event of fire or other emergency. The Association of Apartment Owners shall be responsible for any repairs of any damage or wear to any part of the Penthouse or any property located therein as a result of the Association's exercise of any easement rights granted by this subparagraph (c)(1) or any leakage from the pool.

(d) Notwithstanding anything to the contrary in the Declaration, the owners of Apartment Nos. 3707, 3708 and the Penthouse shall have the absolute right to make any alterations of the interior walls within the apartments which are not load-bearing and make any other physical alterations within the apartments which do not affect the safety or soundness of the project, without the consent or joinder of the Fee Owner, the Board of Directors, or any other person (except as may otherwise be required in the apartment leases pertaining to said apartments).

5. Paragraph 20 of the Declaration entitled "Amendment" is hereby amended by deleting the words "and paragraph 12A".

6. Exhibit "B" to the Declaration is hereby changed as follows:

(1) The seventh paragraph in Section 1 of Exhibit "B", describing the thirty-seventh floor,

is amended to reflect the subdivision of Apartment 3707 into a two-bedroom unit, a one-bedroom unit, and a studio as provided in this Amendment.

(ii) The first paragraph in Section 3 is amended by changing "426 residential units" to "428 residential units".

(iii) The tabular information as to common interest relating to all the residential units is hereby changed by altering the common interests appurtenant to certain residential units as follows:

<u>Residential Units</u>	<u>Common Interest</u>
3707	.1114
3708	.0636
Penthouse	.2255

(iv) The following additional data is added and/or amended with respect to Apartments 3707, 3708, and the Penthouse:

<u>Unit</u>	<u>Gross Floor Area (Sq. Ft.)</u>	<u>Net Floor Area (Sq. Ft.)</u>	<u>Location</u>	<u>Access</u>	<u>No. of Rooms</u>
Penthouse	3,014	1,914 (excluding lanai and open corridors)	East end, 37th Floor	Main Corridor of the Floor	6 (not counting foyer, kitchen, bar, open corridor or lanai as separate rooms)
3707	946	946	East end, 37th Floor	Main Corridor of the Floor	3 (not counting foyer, kitchen, or bar as separate room)
3708	540	540	East end, 37th Floor	Main Corridor of the Floor	2 (not counting kitchen as separate room)

7. In all other respects, the Declaration, Bylaws and Condominium Map are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has executed this Amendment on the 15th day of May, 1985.


ANALEE BILS GRASEL

"Owner"

FEDERAL REPUBLIC OF GERMANY
LAND BAVARIA
CITY OF MUNICH
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

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) SS:
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On this 15th day of May, 1985,
before me personally appeared ANALEE BILS GRASEL, to me
known to be the person described in and who executed the
foregoing instrument and acknowledged to me that she executed
the same as her free act and deed.

Joseph O. Streicher
Consul of the United States
of America

Joseph O. Streicher
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This document consists of
7 pages, each initialed
by the affiant/grantor.

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