

DOUBLE SYSTEM



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

July 22, 2013 10:45 AM

Doc No(s) T-8603246  
on Cert(s) AS LISTED HEREIN  
Issuance of Cert(s)



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

July 23, 2013 8:02 AM

Doc No(s) A-49520642A thru A-49520642B

/s/ NICKI ANN THOM  
ASSISTANT REGISTRAR



/s/ NICKI ANN THOMPSON  
REGISTRAR

1 1/1 KJL  
B-32307145

1 1/1 SAT  
B-32307763

Return by Mail ( ) Pickup (X)  
Chun Kerr LLP (ARB)  
745 Fort Street, Fort Street Tower, 9<sup>th</sup> Floor  
Honolulu, HI 96813  
Tel: No. (808) 528-8200

Total Number of Pages: 16

Tax Map Key No. (1) 9-8-008-026 (See Exhibit A for CPR Nos.)  
TCT Nos.: See Exhibit A

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM PROPERTY REGIME  
OF MARY SAVIO MEDICAL PLAZA AT NEWTOWN**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MARY SAVIO MEDICAL PLAZA AT NEWTOWN (this "***Amendment***") is made as of the 18th day of July, 2013, by **KMC PARTNERS LLC**, a Hawaii limited liability company ("***Developer***"), whose address is 931 University Avenue, Suite 105, Honolulu, Hawaii 96826.

**WITNESSETH:**

WHEREAS, pursuant to that certain Declaration of Condominium Property Regime of Mary Savio Medical Plaza at Newtown dated August 13, 2012 (the "***Declaration***"), recorded in the Bureau of Conveyances of the State of Hawaii (the "***Bureau***") as Document No. A-46440570, and filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "***Land Court***") as Land Court Document No. T-8296571, together with that certain Condominium Map, recorded concurrently with the Declaration in the Bureau as Condominium Map No. 5117, and filed with the Land Court as Condominium Map No. 2174 (the "***Condominium Map***"), Developer, as developer, created the condominium property regime

known as the "Mary Savio Medical Plaza at Newtown" (the "**Project**") pursuant to Hawaii Revised Statutes ("**HRS**") Chapter 514B, as amended (the "**Act**");

WHEREAS, pursuant to the Declaration, the Mauka Spatial Unit is being developed into a multi-story parking structure and the Makai Spatial Unit is being developed in an office building;

WHEREAS, the Declaration currently provides that all driveways, parking stalls, etc., located outside of the boundaries of the Spatial Units are Limited Common Elements to the Spatial Units;

WHEREAS, Section 8.7(a) of the Declaration provides that the Developer has the right to amend the Declaration in any manner to assign additional parking stalls that are reserved to Developer or appurtenant to any Developer owned Unit to any Unit as appurtenant Limited Common Elements to such Unit;

WHEREAS, Developer is the owner of the Makai Spatial Unit;

WHEREAS, in connection with the construction financing and promote operational efficiency, Developer desires to amend the Declaration to designate all of the driveways, parking stalls, etc., located at the Project as Limited Common Elements to the Mauka Spatial Unit only;

WHEREAS, Developer desires to amend the Declaration and Condominium Map in order to correct certain inaccuracies in the depiction of doorways and other improvements and other typographical errors and has reserved the right to make such amendment under the Condominium Map;

WHEREAS, Developer as the owner of Unit 320/322/322A and Unit 205 desires to subdivide such units and to amend the Declaration to reflect such subdivision; and

NOW, THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. **DEFINITIONS.** Capitalized terms used herein shall have the same meaning as in the Declaration unless otherwise defined.

2. **SPATIAL UNITS.** Section 4.2 of the Declaration is amended to include a new subparagraph c. as follows:

c. Makai Spatial Unit. Notwithstanding the foregoing, the Makai Spatial Unit shall not include any driveways and driveway ramps, curbs, loading and service areas, parking stalls and parking areas, since these areas shall be Limited Common Elements appurtenant to the Mauka Spatial Unit, as further described in Section 6 below; provided, however, that the Makai Spatial Unit owner shall have the right to remove and reconfigure any and all such driveways, ramps, curbs, loading and service

areas, parking stalls and parking areas as is reasonably necessary to build the Future Office Building Extension.

3. **LIMITED COMMON ELEMENTS.** Sections 6.5 and 6.10 are deleted and amended in their entirety as follows:

6.5. All driveways and driveway ramps, curbs, loading and service areas, parking stalls and parking areas within the Project be appurtenant to the Mauka Spatial Unit, but subject to rights of ingress, egress, parking and development and redevelopments rights as reserved herein;

6.10 The Parking Kiosk shall be a Limited Common Element appurtenant to the Mauka Spatial Unit; and

4. **SUBDIVISION OF UNITS.**

a. Unit 320/322/322A shall be subdivided to create the following units:

- i. Unit 320, containing approximately 821 square feet, with a 1.34% of the common interest .
- ii. Unit 322, containing approximately 484 square feet, with a 0.79% of the common interest.

b. Unit 205 shall be subdivide to create the following units:

- i. Unit 205, containing approximately 707 square feet, with a 1.16% of the common interest.
- ii. Unit 205A, containing approximately 400 square feet, with a 0.65% of the common interest.

c. Section 3.1 is deleted and amended in its entirety as follows:

3.1 **Generally.** The Project is an office and retail condominium project, intended primarily for medical office and healthcare services, consisting of an existing three-story building containing sixty-two (62) commercial condominium units (the "***Office Units***"), and two (2) spatial condominium units adjacent to the building located in the exterior land areas of the Project (the "***Spatial Units***").

d. Section 3.2, subparagraphs b. and c. are deleted and amended in their entirety as follows:

b. The Second Floor of the Office Building contains eighteen (18) Office Units, three (3) common stairways (Mauka Stairs, Makai Stairs, and Lobby Stairs), a Lobby providing access to the

elevators, Mauka and Makai Wing corridors and Lobby Stairs, women's and men's restroom facilities, storage areas for electrical and maintenance equipment.

c. The Third Floor of the Office Building contains twenty-four (24) Office Units, three (3) common stairways (Mauka Stairs, Makai Stairs, and Lobby Stairs), a Lobby providing access to the elevators, Mauka and Makai Wing corridors and Lobby Stairs, women's and men's restroom facilities, storage areas for electrical and maintenance equipment.

d. Section 4.1 is deleted and amended in its entirety as follows:

4.1 **Units.** There are sixty-four (64) commercial condominium apartment units in the Project (a "***Unit***" or the "***Units***"). Each Unit is designated as a separate freehold estate. The Units consist of the sixty (62) Office Units located in the Office Building and the two (2) Spatial Units, as shown on the Condominium Map.

c. **Exhibit C** to the Declaration is hereby deleted and replaced with the **Exhibit C** attached hereto and made a part hereof.

5. **AMENDMENT OF CONDOMINIUM MAP.** The Condominium Map is amended and restated in its entirety, a copy of which is recorded concurrently herewith, together with an architect's certification regarding the amended and restated map pursuant to Section 514B-34 of the Act. The Condominium Map is amended to depict the following:

- a. The subdivision of Unit 320/322/322A into Unit 320 and Unit 322;
- b. The subdivision of Unit 205 into Unit 205 and Unit 205A;
- c. The location of the doorway to Unit 116;
- d. The removal of the railing and extension of the concrete slab near the Makai Wing of the Office Building;
- e. The addition of a doorway and ramp;
- f. The location of the doorway to Unit 122; and
- g. The addition of a ramp to the exterior of Unit 118A.

6. **CORRECTION OF UNIT AREA IN EXHIBIT C.** Unit 101 is depicted on the Condominium Map with an area of approximately 930 square feet, and Unit 102 is depicted on the Condominium Map with an area of approximately 744 square feet. The square footage shown on Exhibit C as attached to the original Declaration was incorrect and has been corrected in Exhibit C attached hereto.

7. **COUNTERPARTS.** This Amendment may be executed in counterparts, each of which so executed shall be deemed an original, and said counterparts together shall constitute one and the same instrument. Duplicated unexecuted pages of the counterparts may be discarded and the remaining pages assembled as one document.

8. **NO OTHER AMENDMENT.** All other terms and conditions contained in the Declaration shall remain unchanged and are hereby ratified and confirmed.

*[The Remainder of this Page is Intentionally Left Blank. ]*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

**KMC PARTNERS LLC,  
a Hawaii limited liability company**

By: KMC Manager LLC  
a Hawaii limited liability company  
Its Manager

By   
Name: **STEVEN LEE**  
Its: **TREASURER**

“Developer”

STATE OF HAWAII

)

) SS.

CITY & COUNTY OF HONOLULU

)

On this 17<sup>th</sup> day of July, 2013, before me personally appeared STEVEN LEE, to me satisfactorily proven, who, being by me duly sworn, 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.



Loreen Kawewehi

Print Name: Loreen Kawewehi  
Notary Public for above-noted State and County

My Commission expires: 12/04/2014

Document Date: Undated

Number of Pages: 16

Notary Name: Loreen Kawewehi

First Judicial Circuit

Document Description: FIRST AMENDMENT TO DECLARATION OF  
CONDOMINIUM PROPERTY REGIME OF MARY SAVIO MEDICAL PLAZA AT  
NEWTOWN

Loreen Kawewehi

Notary Signature

7/17/13

Date

NOTARY CERTIFICATION



**JOINDERS TO FIRST AMENDMENT TO DECLARATION  
OF CONDOMINIUM PROPERTY REGIME OF  
MARY SAVIO MEDICAL PLAZA AT NEWTOWN**

*(The joinders of First Hawaiian Bank and American Savings Bank  
appear on the following pages.)*



**JOINDER TO**  
**FIRST AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM PROPERTY REGIME**  
**OF MARY SAVIO MEDICAL PLAZA AT NEWTOWN**

The undersigned, **FIRST HAWAIIAN BANK**, a Hawaii corporation ("**FHB**"). as Mortgagee under that certain Real Property Mortgage and Financing Statement dated June 20, 2012, recorded in the Bureau as Document No. A-45630734, and filed in the Land Court as Land Court Document No. T-8218448 (the "**Mortgage**"), made by KMC PARTNERS LLC ("**Mortgagor**"), which Mortgage affects all of Mortgagor's units in the Project, hereby joins in and consents to the First Amendment to Declaration of Condominium Property Regime of Mary Savio Medical Plaza at Newtown (the "**Amendment**").

FHB, by signing its joinder to this Amendment is doing so only because the Mortgage affects all of Mortgagor's units in the Project. FHB is not the developer of the Project and FHB's joinder shall not, in any way or for any purpose, be construed to mean that FHB is the developer of the Project or a partner with Declarant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Declarant. The statements set forth in this Amendment are solely those of Mortgagor and are not and should not be construed as statements made by or representations of FHB. FHB shall not be liable for the statements or the conduct of Declarant relating to the development of the Project and is not assuming any such liability in any way by its execution of this document.

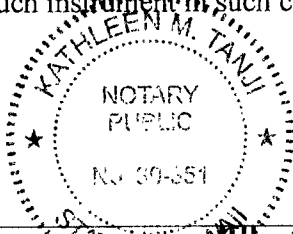
Consented to this 12<sup>th</sup> day of July, 2013.

**FIRST HAWAIIAN BANK,**  
a Hawaii corporation

By Nedy Pia  
Name: NEDY PIA DIRECTOR  
Its: VICE PRESIDENT

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

On this \_\_\_\_\_ day of JUL 12 2013, 2013, before me personally appeared NEDY PIA DIRECTO, to me satisfactorily proven to be the person described in and who, being by me duly sworn or affirmed, did say that he executed the foregoing instrument as his free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

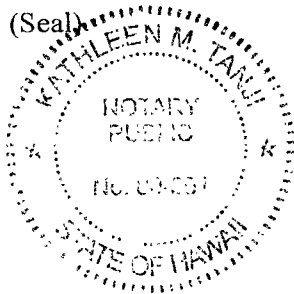


Kathleen M. Tanji  
Print Name: Kathleen M. Tanji  
Notary Public for the above-noted State and County  
My Commission Expires: 5/13/2016

Document Date: JUL 12 2013 Number of Pages: 16  
Notary Name: Kathleen M. Tanji First Judicial Circuit  
Document Description: Joinder to First Amendment to Declaration of Condominium Property  
Regime of Mary Savio Medical Plaza At Newtown

Kathleen M. Tanji JUL 12 2013  
Notary Signature Date

**NOTARY CERTIFICATION**



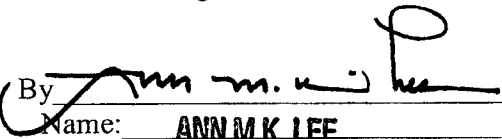
**JOINDER TO**  
**FIRST AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM PROPERTY REGIME**  
**OF MARY SAVIO MEDICAL PLAZA AT NEWTOWN**

The undersigned, **AMERICAN SAVINGS BANK, F.S.B.**, a federal savings bank ("**ASB**"), as Mortgagee under that certain Real Property Mortgage and Financing Statement dated March 18, 2013, recorded in the Bureau as Document No. A-48250754, and filed in the Land Court as Land Court Document No. T-8477307 (the "**Mortgage**"), and amended by that certain Amendment to and Complete Restatement of Real Property Mortgage and Financing Statement dated June 28, 2013, recorded in the Bureau as Document No. A-49270809, and filed in the Land Court as Land Court Document No. T-8579490, made by KMC PARTNERS LLC ("**Mortgagor**"), which Mortgage affects all of Mortgagor's units in the Project, hereby joins in and consents to the First Amendment to Declaration of Condominium Property Regime of Mary Savio Medical Plaza at Newtown (the "**Amendment**").

ASB, by signing its joinder to this Amendment is doing so only because the Mortgage affects all of Mortgagor's units in the Project. ASB is not the developer of the Project and ASB's joinder shall not, in any way or for any purpose, be construed to mean that ASB is the developer of the Project or a partner with Declarant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Declarant. The statements set forth in this Amendment are solely those of Mortgagor and are not and should not be construed as statements made by or representations of ASB. ASB shall not be liable for the statements or the conduct of Declarant relating to the development of the Project and is not assuming any such liability in any way by its execution of this document.

Consented to this 12<sup>th</sup> day of July, 2013.

**AMERICAN SAVINGS BANK, F.S.B.,**  
a federal savings bank

By   
Name: ANN M.K. LEE  
Its: FIRST VICE PRESIDENT

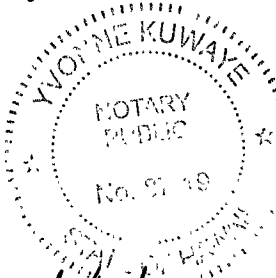
By   
Name: ALVIN TAKAHASHI  
Its: VICE PRESIDENT

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
) SS.  
)

On this 12<sup>th</sup> day of July, 2013, before me personally appeared ANN M.K. LEE and ALVIN TAKAHASHI, to me satisfactorily proven, who, being by me duly sworn, did say that said persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Print Name: YVONNE KUWAYE  
Notary Public for the above-noted State and County  
My Commission Expires: 1/22/15

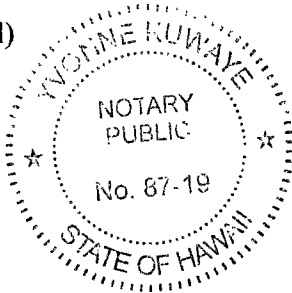
Document Date: undated Number of Pages: 16  
Notary Name: YVONNE KUWAYE First Judicial Circuit  
Document Description: Joinder to First Amendment to Declaration of Condominium Property  
Regime of Mary Savig Medical Plaza At Newtown

Notary Signature

Date

**NOTARY CERTIFICATION**

(Seal)



**EXHIBIT A**

<b>CPR NO.</b>	<b>UNIT NO.</b>	<b>TCT NO.</b>	<b>RECORDING DATE</b>	<b>LC DOC. NO.</b>	<b>BC DOC. NO.</b>
1	101	1,044,426	6/29/2012	T-8215447	A-45630733
2	102	1,044,426	6/29/2012	T-8215447	A-45630733
3	103	1,054,042	1/9/2013	T-8409172	A-47570277
4	104	1,056,416	2/27/2013	T-8458262	A-48060537
5	105	1,053,051	12/24/2012	T-8393139	A-47410255
6	106	1,061,409	6/4/2013	T-8555096	A-49030112
7	107/107A	1,061,738	6/10/2013	T-8561107	A-49090225
8	108A	1,062,470	6/25/2013	T-8576035	A-49240222
9	109B	1,061,737	6/10/2013	T-8561105	A-49090222
10	109/111	1,044,426	6/29/2012	T-8215447	A-45630733
11	110	1,051,641	11/29/2012	T-8368187	A-47160768
12	113/115	1,062,000	6/14/2013	T-8565236	A-49130617
13	114	1,061,126	5/30/2013	T-8550148	A-48980057
14	116	1,062,372	6/21/2013	T-8572194	A-49200240
15	117A	1,044,426	6/29/2012	T-8215447	A-45630733
16	117B	1,044,426	6/29/2012	T-8215447	A-45630733
17	118A	1,062,366	6/21/2013	T-8572174	A-49200218
18	118B	1,054,752	1/25/2013	T-8425113	A-47730346
19	119	1,062,371	6/21/2013	T-8572192	A-49200237
20	122	1,062,936	7/1/2013	T-8582102	A-49300302
21	202	1,051,762	11/30/2012	T-8369437	A-47170595
22	203	1,044,426	6/29/2012	T-8215447	A-45630733
23	204	1,051,642	11/29/2012	T-8368189	A-47160771
24	205	1,044,426	6/29/2012	T-8215447	A-45630733
25	206/208/210	1,063,753	7/18/2013	T-8599100	A-49470079
26	207/209/211	1,044,426	6/29/2012	T-8215447	A-45630733
27	212	1,062,674	6/26/2013	T-8578246	A-49260314
28	213	1,044,426	6/29/2012	T-8215447	A-45630733
29	214	1,058,049	3/28/2013	T-8487632	A-48350851
30	215	1,044,426	6/29/2012	T-8215447	A-45630733
31	216/218	1,044,426	6/29/2012	T-8215447	A-45630733
32	217A	1,062,675	6/27/2013	T-8578249	A-49260322
33	219B/219C	1,050,000	10/26/2012	T-8334345	A-46820577
34	220	1,062,937	7/1/2013	T-8582105	A-49300309
35	222	1,061,123	5/30/2013	T-8550141	A-48980052
36	223	1,052,160	12/10/2012	T-8379065	A-47270338
37	224	1,058,486	4/8/2013	T-8498093	A-48460215
38	301	1,062,938	7/1/2013	T-8582108	A-49300316
39	302	1,055,382	2/6/2013	T-8437212	A-47850628
40	303	1,062,939	7/1/2013	T-8582110	A-49300321

<b>CPR NO.</b>	<b>UNIT NO.</b>	<b>TCT NO.</b>	<b>RECORDING DATE</b>	<b>LC DOC. NO.</b>	<b>BC DOC. NO.</b>
41	304	1,044,426	6/29/2012	T-8215447	A-45630733
42	305	1,044,426	6/29/2012	T-8215447	A-45630733
43	306/306A	1,062,782	6/28/2013	T-8579294	A-49270724
44	307	1,062,576	6/26/2013	T-8577172	A-49250181
45	308	1,044,426	6/29/2012	T-8215447	A-45630733
46	309	1,044,426	6/29/2012	T-8215447	A-45630733
47	310A	1,061,298	5/31/2013	T-8551377	A-48990614
48	310B	1,061,300	5/31/2013	T-8551380	A-48990618
49	311	1,052,538	12/17/2012	T-8386077	A-47340138
50	312	1,061,302	5/31/2013	T-8551383	A-48990622
51	312A	1,061,304	5/31/2013	T-8551386	A-48990626
52	314	1,059,360	4/25/2013	T-8515045	A-48630187
53	315	1,044,426	6/29/2012	T-8215447	A-45630733
54	316	1,059,361	4/25/2013	T-8515048	A-48630192
55	318/320A	1,062,575	6/26/2013	T-8577169	A-49250175
56	319	1,054,077	1/10/2013	T-8410067	A-47580320
57	320/322/322A	1,044,426	6/29/2012	T-8215447	A-45630733
58	321	1,056,417	2/27/2013	T-8458265	A-48060542
59	324	1,044,426	6/29/2012	T-8215447	A-45630733
60	325	1,052,539	12/17/2012	T-8386079	A-47340141
61	S-1	1,044,426	6/29/2012	T-8215447	A-45630733
62	S-2	1,057,473	3/18/2013	T-8477306	A-48250753

## EXHIBIT C

### Unit Areas and Common Interests

Unit Count	Unit Number	Floor Area (Sq. Ft)	Common Interest
1	101	930.00	1.50%
2	102	744.00	1.22%
3	103	912.00	1.47%
4	104	787.00	1.26%
5	105	834.00	1.35%
6	106	1,134.00	1.82%
7	107/107A	832.00	1.34%
8	108A	571.00	0.92%
9	109B	521.00	0.84%
10	109/111	1,448.00	2.34%
11	110	1,622.00	2.61%
12	113/115	1,689.00	2.72%
13	114	747.00	1.20%
14	116	967.00	1.55%
15	117A	412.00	0.66%
16	117B	416.00	0.67%
17	118A	2,163.00	3.48%
18	118B	929.00	1.50%
19	119	948.00	1.52%
20	122	2,062.00	3.32%
21	202	999.00	1.61%
22	203	1,388.00	2.24%
23	204	673.00	1.09%
24	205	707.00	1.16%
25	205A	400.00	0.65%
26	206/208/210	2,528.00	4.08%
27	207/209/211	1,674.00	2.70%
28	212	843.00	1.36%
29	213	840.00	1.36%
30	214	835.00	1.35%
31	215	1,129.00	1.82%
32	216/218	1,668.00	2.69%
33	217A	1,159.00	1.87%
34	219B/219C	1,608.00	2.59%
35	220	638.00	1.03%

<b>Unit Count</b>	<b>Unit Number</b>	<b>Floor Area (Sq. Ft)</b>	<b>Common Interest</b>
36	222	1,024.00	1.65%
37	223	1,120.00	1.81%
38	224	834.00	1.35%
39	301	1,033.00	1.67%
40	302	835.00	1.35%
41	303	639.00	1.03%
42	304	832.00	1.34%
43	305	829.00	1.34%
44	306/306A	831.00	1.34%
45	307	830.00	1.34%
46	308	481.00	0.78%
47	309	527.00	0.85%
48	310A	831.00	1.34%
49	310B	342.00	0.55%
50	311	1,143.00	1.84%
51	312	493.00	0.80%
52	312A	339.00	0.55%
53	314	842.00	1.36%
54	315	1,677.00	2.71%
55	316	834.00	1.35%
56	318/320A	1,186.00	1.91%
57	319	831.00	1.34%
58	320	821.00	1.34%
59	321	1,672.00	2.70%
60	322	484.00	0.79%
61	324	824.00	1.33%
62	325	837.00	1.35%
63	S-1	-	1.00%
64	S-2	-	1.00%
<b>Total:</b>		<b>60,728.00</b>	<b>100.00%</b>

\*The approximate net floor area of each Unit as set forth above is measured from the interior surface of the Unit perimeter walls and includes all of the walls and partitions within its perimeter walls, whether loadbearing or non-loadbearing.

Note: THE FLOOR AREAS SHOWN ARE APPROXIMATE ONLY. DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR UNIT.

**END OF EXHIBIT C**