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STATE OF HAWAII
BUREAU OF CONVEYANCES
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February 12, 2021 8:01 AM
Doc No(s) A-77130315



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B-33666225

/s/ LESLIE T. KOBATA
REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

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

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

TE 201847103 -P 234

Tax Map Key Nos. (1) 2-3-016: 003, :004 and :008

Total Pages: 11

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS
AND IRREVOCABLE FACILITIES LICENSE

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND IRREVOCABLE FACILITIES LICENSE is made this 9th day of February, 2021 by JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company, with its principal place of business and post office address at 1440 Kapiolani Boulevard, Suite 1509, Honolulu, Hawaii 96814 ("Developer").

WITNESSETH:

WHEREAS, Developer, with the joinder of Lot Owners, submitted those certain parcels of land situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, identified as Tax Map Key Nos. (1) 2-3-016:003, :004 and :008 (the "Property") to a condominium property regime (the "Master Condominium") by way of that certain Master Declaration of Condominium Property Regime Establishing Spatial Condominium Units for Sky Ala Moana dated March 15, 2019 and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Office") as Document No. T-10668207, as the same may be amended from time to time (the "Master Declaration"); and

WHEREAS, Developer and Lot Owners entered into that certain Declaration of Reciprocal Easements and Irrevocable Facilities License dated March 15, 2019 and filed in the Office as Document No. T-10668210 (the "Declaration"); and

WHEREAS, the Master Declaration created two spatial condominium units, being Spatial Unit 1 and Spatial Unit 2 (collectively, the "Spatial Units"); 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 the Property, including the Spatial Units and appurtenant common interests created by the Master Declaration; and

WHEREAS, Developer deregistered the land subject to the Master Declaration 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 (the "Bureau") as Document Nos. A-72270690 through A-72270699, inclusive; and

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

WHEREAS, because the Subdivision permitted the Spatial Units to sit on a separate parcels of land (with Lot A corresponding with Spatial Unit 1 and Lot B corresponding with Spatial Unit 2), Developer, in its capacity as Developer of the Master Condominium and pursuant to its rights reserved therein, elected to withdraw Lot A and Lot B from the operation of the Master Condominium and to terminate, *inter alia*, the Master Condominium and the Master Declaration by Termination of Master Declaration of Condominium Property Regime Establishing Spatial Units for Sky Ala Moana; Consent to Termination dated February 9, 2021, recorded at the Bureau as Document No. ~~Doc A - 77130314A thru A - 77130314B~~

WHEREAS, Developer, as the Sky East Declarant and Sky West Declarant, and as the sole owner of the Sky East Property and Sky West Property, wishes to amend the Declaration to (a) remove reference to Lot Owners to evidence Developer's acquisition of Lot Owners' interest in the Property; (b) note the deregistration of the land from the Land Court system; (c) note the termination of the Master Condominium and Master Declaration, and substitute the Lot A and Lot B in place of Spatial Units in the Declaration; and (d) substitute a corporation to assume the role of the Master Association under the Declaration;

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer desires to amend the Declaration as follows:

1. **Insertion of Heading.** The following heading shall be added on page 2, after the final recital:

"I. USE OF DEFINED TERMS; DEFINED TERMS"
2. **Removal of Lot Owners.**
 - a. Section I.B.5, defining "Avalon" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".
 - b. Section I.B shall be amended to include a new definition for "Developer" as Section 12A as follows:

"12A. 'Developer' means JL Avalon Capbridge, LLC, a Hawaii limited liability company."
 - c. References to "Avalon" shall be replaced with "Developer" in the Declaration as appropriate in the context.
 - d. Section I.B.18, defining "Lot Owners" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".
 - e. Section I.B.19, defining "Maruito" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

Owner": f. Section I.B.49 shall be amended and replaced with the following definition of "**Sky East**

"49. '**Sky East Owner**' means Developer and its successors and assigns, as owners of the Sky East Property. Upon conveyance of the first unit in the Sky East Project, the Sky East Owner shall be deemed to be the Sky East Association."

Owner": g. Section I.B.61 shall be amended and replaced with the following definition of "**Sky West**

"61. '**Sky West Owner**' means Developer and its successors and assigns, as owners of the Sky West Property. Upon conveyance of the first unit in the Sky West Project, the Sky West Owner shall be deemed to be the Sky West Association."

h. Section I.B.72, defining "**Watumull**" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

i. Section VIII.J of the Declaration shall be amended to delete the notice information for Maruito and Watumull, and replace the notice address for Avalon with the notice address for Developer as follows:

"If to Developer:

JL AVALON CAPBRIDGE, LLC
1440 Kapiolani Boulevard, Suite 1509
Honolulu, Hawaii 96814
Attention: Timothy Lee"

3. **Deregistration of Land.**

follows: a. Section I.B shall be amended to include a new definition for "**Bureau**" as Section 6A as

"6A. '**Bureau**' means the Bureau of Conveyances of the State of Hawaii."

b. **Exhibit "A"** to the Declaration, listing the Land Court Certificate of Title Nos. for the Property shall be deleted in its entirety.

4. **Substitution of Land and Termination of Master Condominium.**

Association": a. Section I.B.20 shall be amended and replaced with the following definition of "**Master**

"20. '**Master Association**' means the Sky Ala Moana Management, Inc., a Hawaii corporation. The sole members of the Master Association as of the date of this Declaration are the Sky East Owner and the Sky West Owner."

b. Section I.B.22, defining "**Master Declaration**" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

"Property": c. Section I.B.33 shall be amended and replaced with the following definition of

"33. '**Property**' means those certain parcels of land situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, identified as Tax Map Key Nos. (1) 2-3-016:003, :004 and :008."

Property": d. Section I.B.52 shall be amended and replaced with the following definition of "Sky East

"52. 'Sky East Property' means Lot B, as more particularly described in Exhibit 'C', attached hereto and incorporated herein by reference."

Property": e. Section I.B.64 shall be amended and replaced with the following definition of "Sky West

"64. 'Sky West Property' means Lot A, as more particularly described in Exhibit 'B', attached hereto and incorporated herein by reference."

f. Section I.B.69, defining "Spatial Units" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

g. Section II.F.1 entitled "Duty to Maintain Common Facilities and Parking Facilities" shall be amended to delete reference to the Master Declaration as follows:

"1. **Duty to Maintain Common Facilities and Parking Facilities.** Sky East Owner and Sky West Owner, as the sole members of the Master Association acknowledge and agree that the Master Association, subject to the provisions of this Section, shall operate, manage, equip (when appropriate), light (when appropriate), repair, replace (when necessary), and maintain, or cause to be so operated, managed, equipped, lighted, repaired, replaced, and maintained, the Common Facilities and Parking Facilities, and keep such Common Facilities and Parking Facilities in good order and condition as required under the Project Declarations. Without limiting the provisions of the preceding sentence, the Master Association shall keep the Common Facilities and Parking Facilities well-lighted and replace burnt-out light bulbs, and maintain and keep in good working order and repair the lighting fixtures that illuminate the Common Facilities and Parking Facilities, and maintain and keep in good working order and repair the sewage, water, air conditioning, plumbing, and electrical systems and other utilities, if any, servicing the Common Facilities or Parking Facilities. Pedestrian and vehicular access ways of the Common Facilities and Parking Facilities shall be kept free of water, rubbish, and other hazards."

h. Section VI entitled "No Public Dedication" shall be amended to replace reference to the Spatial Units as follows:

"Except for pedestrian easements throughout the Sky East Property and the Sky West Property and other dedications as may be required by the County, no party shall dedicate any part of the Common Facilities, Parking Facilities, or Recreational Facilities to any governmental authority or for any other public use without the prior written consent of the Declarant or the Association of the other Project, and in order to avoid such dedication or prevent the acquisition of any easement to other similar special rights, the Parties shall, to the extent required, close from time to time any or all portions of the driveway, walks, parking areas, roadways and streets within the Sky East Property or the Sky West Property, erect private boundary marks or take such further action as may be reasonably appropriate for that purpose, but without undue interference with the use of the Projects."

i. **Exhibit "B"** to the Declaration, which described Spatial Unit 1, shall be deleted and replaced in its entirety with the attached **Exhibit "B"**, describing Lot A.

j. **Exhibit "C"** to the Declaration, which described Spatial Unit 2, shall be deleted and replaced in its entirety with the attached **Exhibit "C"**, describing Lot B.

5. **Correction of Typographical Error.** The first paragraph of Section II.A.2 shall be amended and replaced with the following:


"2. **Easement for Pedestrian Ingress and Egress Over Sky East Common Facilities and Sky East Parking Facilities.** Sky East Owner hereby grants and conveys to Sky West Owner, for the benefit of Sky West Property, a perpetual, nonexclusive easement over the Sky East Common Facilities and Sky East Parking Facilities as depicted on the Reciprocal Easement Map, only to the extent that such easements are necessary for ingress and egress to and from the Sky West Units, and to and from any limited common element areas appurtenant to such Sky West Units, to the extent required under the Act. Nothing in this Section shall grant any Owner an easement in the Sky East Common Facilities or Sky East Parking Facilities for any purpose other than ingress and egress to and from their respective Units. Such easement shall be subject to the right of the Master Association to marshal and regulate such ingress and egress in its discretion, and subject to any rules promulgated by the Master Association from time to time (which rules and regulations shall be subject to the limitations set forth in **Section III.A**)."

6. 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 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

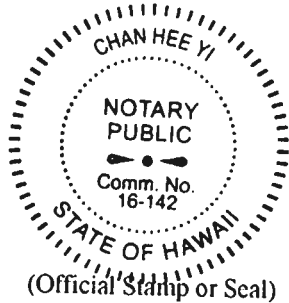
By: 
Name: Timothy Lee
Its: Authorized Signer

"Developer"

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU

SS:

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.



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 RECIPROCAL EASEMENTS AND IRREVOCABLE FACILITIES LICENSE

Document Date: — of Undated at time of notarization.

No. of Pages: 8 Jurisdiction: First Circuit
(in which notarial act is performed)

Chan Hee Yi
Signature of Notary

11-26-2020
Date of Notarization and
Certification Statement

Chan Hee Yi
Printed Name of Notary

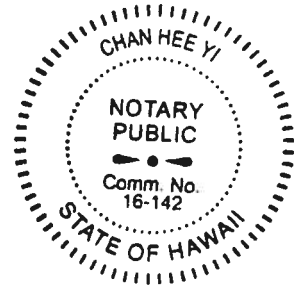


EXHIBIT "A"
[INTENTIONALLY DELETED]

EXHIBIT "B"

DESCRIPTION OF LOT A

ALL that certain piece or parcel of land being portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, the same being Lots 24 through 30, inclusive, and portion Lot 31, as shown on Map 1 of Land Court Consolidation 45, Deregistered in the State of Hawaii, Bureau of Conveyances as Document No. A72270700, dated October 15, 2019, and as shown on City and County of Honolulu, Department of Planning and Permitting, File No. 2020/SUB-153, approved on January 8, 2021.

Situate at Kalia, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the west corner of this parcel of land, the same being the south corner of Lot 23 as shown on Map 1, Land Court Consolidation 45 and on the northeast side of Kapiolani Boulevard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,665.60 feet South and 1788.81 feet East and thence running by azimuths measured clockwise from true South:

1. 205° 20' 200.00 feet along Lot 23, Land Court Consolidation 45;
2. 295° 20' 176.00 feet along Makaloa Street;
3. 25° 20' 200.00 feet along Lot B, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
4. 115° 20' 176.00 feet along Kapiolani Boulevard to the point of beginning and containing an area of 35.200 square feet.

SUBJECT, TO Easement A-2 for public access purposes, as shown on City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-153, approved on January 8, 2021.

Beginning at the west corner of this easement, the same being 295° 20' 149.17 feet from the west corner of Lot A, as shown on City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-153, approved on January 8, 2021 and on the northeast side of Kapiolani Boulevard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,729.42 feet South and 1,923.63 feet East and thence running by azimuths measured clockwise from true South:

1. 205° 20' 200.00 feet along the remainder Lot A, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
2. 295° 20' 10.00 feet along Makaloa Street;
3. 25° 20' 200.00 feet along the remainder Lot A, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
4. 115° 20' 10.00 feet along Kapiolani Boulevard to the point of beginning and containing an area of 2.000 square feet.

SUBJECT, ALSO, TO Easement A-3 for public access purposes, as shown on City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-153, approved on January 8, 2021.

Beginning at the west corner of this easement, the same being 295° 20' 166.00 feet from the west corner of Lot A, as shown on City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-153,

approved on January 8, 2021 and on the northeast side of Kapiolani Boulevard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,736.62 feet South and 1,938.85 feet East and thence running by azimuths measured clockwise from true South:

1. 205° 20' 200.00 feet along the remainder of Lot A, portions Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
2. 295° 20' 10.00 feet along Makaloa Street;
3. 25° 20' 200.00 feet along Lot B, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
4. 115° 20' 10.00 feet along Kapiolani Boulevard to the point of beginning and containing an area of 2,000 square feet.

EXHIBIT "C"

DESCRIPTION OF LOT B

ALL that certain piece or parcel of land being portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, the same being a portion of Lot 31 and Lots 32 through 37, inclusive, as shown on Map 1 of Land Court Consolidation 45, Deregistered in the State of Hawaii, Bureau of Conveyances as Document No. A72270700, dated October 15, 2019, and as shown on City and County of Honolulu, Department of Planning and Permitting, File No. 2020/SUB-153, approved on January 8, 2021.

Situate at Kalia, Waikiki, Honolulu, Oahu, Hawaii.

Beginning at the west corner of this parcel of land, the same being the south corner of Lot A, City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-153, approved on January 8, 2021 and on the northeast side of Kapiolani Boulevard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,740.90 feet South and 1,947.88 feet East and thence running by azimuths measured clockwise from true South:

1. 205° 20' 200.00 feet along Lot A, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
2. 295° 20' 174.00 feet along Makaloa Street;
3. 25° 20' 200.00 feet along Lot 38, Land Court Consolidation 45;
4. 115° 20' 174.00 feet along Kapiolani Boulevard to the point of beginning and containing an area of 34,800 square feet.

SUBJECT, TO Easement A-1 for pedestrian, utility, and maintenance purposes, as shown on City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-41, approved on October 2, 2020.

SUBJECT, ALSO, TO Easement E-1 for electrical purposes as shown on City and County of Honolulu, Department of Planning and Permitting File No. 2020/SUB-153, approved on January 8, 2021.

Beginning at the east corner of this easement, the same being the north corner of Lot 38, Land Court Consolidation 45 and on the southwest side of Malakole Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,634.59 feet South and 2,190.73 feet East and thence running by azimuths measured clockwise from true South:

1. 25° 20' 100.00 feet along Lot 38, Land Court Consolidation 45;
2. 115° 20' 27.00 feet along the remainder of Lot B, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
3. 205° 20' 100.00 feet along the remainder of Lot B, portions of Grant 1290 to Wm. Miller and Grant 2790 to L. Kamehameha, DPP File No. 2020/SUB-153;
4. 295° 20' 27.00 feet along Kapiolani Boulevard to the point of beginning and containing an area of 2,700 square feet.