



WHEREAS, subparagraph 15(a) of the Declaration provides (among other things) that amendments to the Declaration require the approval of the Declarant and the owners of at least two-thirds (2/3) of the "Lots" (as defined in the Declaration) and must be executed by two (2) officers of the Ku'au Bayview at Paia Homeowners' Association and the Declarant, if the amendment has a material effect upon the Declarant; and

WHEREAS, the Declarant and the owners of at least two-thirds (2/3) of the Lots wish to amend the Declaration as herein set forth;

NOW, THEREFORE, the Declaration is amended as follows:

1. Subsection 10(b)(iii) of the Declaration is amended in its entirety to read as follows:

(iii) Minimum Dwelling Size. Each dwelling constructed upon a Lot, exclusive of garages and attached or detached lanai(s), shall have a minimum of 1,000 square feet of enclosed living area and shall contain a minimum of two (2) bedrooms and one (1) bath; provided, however that this subsection shall not apply to dwellings or other improvements constructed by Declarant.

2. Subsection 10(b)(v) of the Declaration is amended in its entirety to read as follows:

(v) Garage. A garage for at least two (2) cars containing not less than 400 square feet of parking area under roof, shall be attached to each dwelling; provided, however, that such garage may be detached in cases where an attached garage is not practically feasible in the opinion of the Committee, which opinion must be in writing; and provided, further, that the foregoing restrictions shall not apply to garages constructed by the Declarant. All garages shall be fully enclosed with roll-up doors or covered doors. Carports shall not be permitted.

3. Subsection 10(b)(xiii) of the Declaration is amended in its entirety to read as follows:

(xiii) Vehicles, Trailers and Watercraft. Cars, vehicles, trailers and watercraft shall not be parked continuously or regularly on roadway lots within the Subdivision. Without limiting the foregoing, any vehicle, trailer or watercraft parked on a roadway lot for more than 24 consecutive hours shall be in violation of this provision. Only occasional parking by guests or by vehicles servicing a Lot shall be permitted on such roadway lots. Watercraft and watercraft trailers may be parked or stored on a Lot, provided, however, that they are not visible from any roadway lot

or street, and provided, further, that all screening (landscaping or other structures or devices) intended to keep watercraft and watercraft trailers from view complies with all applicable Committee standards and requirements.

4. A new subsection 10(b)(xix) is hereby added to the Declaration as follows:

(xix) Mailboxes. Within \_\_\_\_\_ days of an Owner's initial occupancy of the dwelling, the Owner shall, at the Owner's sole cost and expense, install a mailbox which meets all Committee specifications (if any) as to design, materials, appearance and location. If the Owner has not installed an approved mailbox within the specified time, the Association may, without liability or any obligation to do so, install a mailbox and specially assess the Owner for all costs and expenses incurred by the Association in connection with such installation, including costs and expenses of purchasing, assembling or otherwise constructing the mailbox and appurtenances.

5. Subsection 15(b) of the Declaration is hereby amended in its entirety to read as follows:

(b) [Reserved]

6. Subsection 15(c)(iv) is hereby amended in its entirety to read as follows:

(iv) To qualify some or all of the Lots for financing or financing assistance from HUD, The U.S. Federal Housing Authority, the U.S. Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other state or federal agency or authority which provides financing assistance for development projects similar to the Subdivision.

In all other respects, the Declaration is unchanged and is hereby ratified and affirmed and remains in full force and effect.

This instrument may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this instrument, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the Declarant and the undersigned officers of the Ku'au Bayview at Paia Honeowners' Association have caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

A&B PROPERTIES, INC.

By \_\_\_\_\_

Its

By \_\_\_\_\_

Its

"Declarant"

KU'AU BAYVIEW AT PAIA  
HOMEOWNERS' ASSOCIATION

By \_\_\_\_\_

Its

By \_\_\_\_\_

Its

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

On \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public  
State of Hawaii

My commission expires:

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

On \_\_\_\_\_, 1997, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public  
State of Hawaii

My commission expires: