

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL () PICKUP ()

Liber 7392, Page 368

BUILDING REQUIREMENTS FOR
WAIALAE-IKI VIEW LOTS, UNIT III,
FILE PLAN 1140, WAIALAE-IKI

The TRUSTEES OF THE ESTATE OF BERNICE PAUHI BISHOP, whose place of business and post-office address is 519 Halekauwila Street, Honolulu, Hawaii (herein, with their successors in trust and assigns, called the "Trustees"), the owners of certain land (part of R. P. 3578, L. C. Aw. 10613, Ap. 3 to A. Paki) situate in Waialae-iki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lots 1 to 31, inclusive, 34 to 181, inclusive, 185 to 194, inclusive, 196 to 201, inclusive, and 203 to 268, inclusive, Waialae-iki View Lots, Unit III, as shown and described on File Plan 1140 in the Bureau of Conveyances of Hawaii, hereinafter severally and collectively called the "lots" and sometimes collectively called the "subdivision",

do hereby certify, declare and establish that the lots shall hereafter be held, used, leased and conveyed subject to and with the benefit and protection of certain restrictions, covenants, conditions and provisions as hereinafter set forth.

INTRODUCTION

The Trustees, in response to many requests and in an attempt to protect the interests of their lessees, as well as of the public in general, are endeavoring to develop and maintain the general attractiveness of the subdivision, as seen from all public areas, to provide each lessee as much undisturbed view and unobstructed breeze as practicable, to promote esthetic standards for the buildings and their relationship to each other, to public spaces and to the site, and to assist lessees with problems of access and siting.

To this end, the Trustees will retain the services of professional architects as consultants who, in the capacity of an Architectural Advisory Board, will review each lessee's preliminary plans and working drawings. Careful attention to submitting plans and specifications which comply with the intent stated in the introduction and with the following requirements will result in more prompt processing and will avoid delay caused by rejection of the same due to insufficient information.

ARTICLE I.

LAWS, CODES AND ORDINANCES

All work undertaken within the subdivision shall comply with the appropriate

EXHIBIT "A-1"

existing laws, rules, regulations, codes and ordinances. It should be noted that the Comprehensive Zoning Code of the City and County of Honolulu is now in effect. Where requirements hereunder are more stringent than the applicable laws, rules, regulations, codes and ordinances, the requirements hereunder shall govern.

ARTICLE II. GENERAL REQUIREMENTS

1. Consultation Service.

Before preparation of preliminary drawings, the lessee may arrange through the Trustees for consultation with a representative of the Architectural Advisory Board for suggestions as to siting of a dwelling on the lot of his choice and assistance in interpretation of the Building Requirements. The Trustees will pay for the first hour of consultation only. Any additional consultation will be at the lessee's expense.

2. Preliminary Drawings.

(a) Preparation and Submittal. Before proceeding with the working drawings or with any work at the site, the lessee shall submit to the Trustees, and secure their approval of, preliminary drawings prepared by or under the direct and responsible supervision of a professional architect registered by and in the State of Hawaii. Plans, when submitted, shall be accompanied by a letter of transmittal from the architect requesting preliminary approval and stating the estimated construction cost of the dwelling proper. The preliminary drawings shall consist of:

(1) Site Plan at either a 1/16 inch = 1 foot or 1 inch = 20 feet scale, showing the existing and proposed topography (2 foot contours), setback lines, view channels, outlines of the proposed structure(s) and paved areas, proposed placement of major trees, and materials and methods for retaining soil on cut embankment slopes.

(2) Reduced-Scale Site Plan at a 1 inch = 40 feet scale, showing accurately the same items and details as the aforementioned site plans as well as other major structures such as swimming pools, greenhouses, etc. Further, roof lines for all structures and lot drainage control facilities (surface swales or other design) must be indicated. This plan shall also indicate the elevations, referred to City and County Datum based on mean sea level, of the floor levels, roofs and roof ridges. This plan will be used to assemble a composite layout plan for the subdivision, showing the

relationship of proposed locations of all major structures and drainage control facilities. This layout plan will assist the Trustees' Consultants and Staff in their review of house sitings and may result in suggestions which could be of benefit to the lessee.

(3) House Plan at either a 1/8 inch = 1 foot or 1/4 inch = 1 foot scale, showing floor plans for each floor. Floor elevations shall be indicated in numerals and shall refer to City and County Datum, based on mean sea level.

(4) Exterior Elevations at either a 1/8 inch = 1 foot or 1/4 inch = 1 foot scale, showing each exposed side of the proposed structure(s), indicating proposed materials.

(5) Longitudinal Section at either a 1/16 inch = 1 foot or 1/20 inch = 1 foot scale through the structure and property, commencing at the street and extending to the opposite end of the property.

- (b) Approval. The Trustees, upon receipt of a recommendation from the Architectural Advisory Board, will approve the preliminary drawings, provided that they comply with all of the requirements hereunder and are, in the Trustees' opinion, suitable for the subdivision and in accord with their objectives as described in the Introduction. Approval may also become dependent on other special conditions which the Trustees may deem appropriate in each particular case, but will not be unreasonably withheld. In such cases where approval of the preliminary drawings is contingent upon conformance with certain recommendations, requirements or corrections, a revised set of preliminary drawings shall be submitted for approval prior to proceeding with working drawings.

3. Working Drawings.

- (a) Preparation and Submittal. Before commencing any work at the site and prior to submittal of plans to the City and County for a building permit, the lessee shall submit to the Trustees, and secure their approval of, completed working drawings and specifications prepared by or under the direct and responsible supervision of a professional architect registered by and in the State of Hawaii and so certified by him. The working drawings shall be a development of the approved and required elements of the preliminary drawings. Upon submittal, plans shall be accompanied by a letter of transmittal from the architect requesting approval and stating the updated, estimated con-

struction cost of the dwelling.

- (b) Approval. The Trustees, upon receipt of a recommendation from the Architectural Advisory Board, will approve the submitted working drawings provided that they comply with the conditions under which the preliminary drawings were approved and meet all requirements hereunder.

4. Variances.

Individual solutions, at variance with the General and Special Requirements herein, or with substantial departures from the approved preliminary drawings, will be considered on their architectural merit and on their contribution to the objectives stated in the Introduction. Such variances or departures from the approved preliminary drawings shall be specifically requested in writing by the lessee or his architect and such request shall detail the reasons for the requested variance.

5. Design and Construction Details.

- (a) The dwelling, exclusive of garage or carport and attached or detached open lanai(s), shall have a minimum enclosed floor area of 1,500 sq. ft.
- (b) The dwelling proper, including garage or carport and lanai(s), shall cost not less than \$40,000.00, such cost to be exclusive of costs for swimming pools, retaining walls which are not a part of the dwelling foundation, and other lot improvements, and exclusive also of appliances and interior furnishings including carpets and drapery. The lessee will upon request furnish to the Trustees a written statement by the supervising architect or other party acceptable to the Trustees certifying that, to the best of his knowledge and belief, the cost of the dwelling proper, including garage or carport and lanais, will be at least \$40,000.00 and containing such data in reasonable detail as may be necessary to support such certification.
- (c) Garage. A double-car garage or carport containing not less than 400 square feet of parking area under roof shall be attached to the dwelling or other principal building; provided, however, that a detached double-car garage or carport may be substituted in cases where an attached garage or carport is not feasible. Every garage or carport, whether attached or detached, which has a vehicular entrance facing a street shall contain not less than an additional 60 square feet of covered floor area for service and storage facilities. Such additional area shall be adequately screened from view from the street. Single-

car garages or carports will not be permitted. However, garages and carports for more than two cars will be permitted, provided the design is appropriate.

- (d) Construction of the dwelling and garage or carport shall commence not later than 36 months from the commencement date of the lease and shall be completed within 12 months from date of commencement of construction. Failure by the lessee to either commence or to complete said construction within said times shall constitute a breach of covenant under the lease and the Trustees shall, in addition to any other remedies set forth in the lease, have the right to terminate the lease in accordance with the provisions of Paragraph E on page 5 of the lease.
- (e) The lessee shall give the Trustees at least one week's prior written notice of the start of construction.
- (f) The lessee shall file with the Trustees at least one week before the start of construction a copy of the construction contract and a copy or certificate of the contractor's performance bond for not less than 50% of the contract price guaranteeing the completion of the construction free and clear of all mechanics' and materialmen's liens. The bond shall be issued by a responsible corporate surety authorized to do business in the State of Hawaii and shall name the Trustees as co-obligees.
- (g) The lessee shall furnish the Trustees one copy of the Affidavit of publication of the Notice of Completion filed with the Circuit Court within one week after its second advertisement.

6. Lot Boundaries.

The initial location of property corners for each lot shall be undertaken at the Trustees' expense by surveyors engaged by the Trustees. Thereafter, the lessee shall be responsible for the maintenance of the corner markers and for the proper location of all improvements and landscaping within the lot boundaries.

7. Landscaping Plans.

Prior to the completion of construction of the dwelling, the lessee shall submit a landscaping plan of the lot to the Trustees for their approval. A copy of the approved plan shall be filed with the Trustees. The lessee shall, within ninety (90) days after completion of the dwelling, landscape the lot in accordance with the approved plans and thereafter satisfactorily maintain said landscaping. Lots

fronting on two streets shall be landscaped along both frontages.

8. Alterations and Additions.

The General and Special Requirements herein shall also govern future buildings, structures and improvements and any alterations or additions thereto.

ARTICLE III.

SPECIAL REQUIREMENTS

1. View Channels, Setback Lines, View Planes, Lot Coverage.

- (a) View Channels are indicated on an overall map of the subdivision on file at the office of the Trustees.

The Setback Lines for each lot shall conform to the requirements of the Comprehensive Zoning Code of the City and County of Honolulu (Ordinance 3234, as amended); provided, however, that any garage or carport with a vehicular entrance facing a public street shall be setback at least 19 feet from the property line along such street except in those cases where the terrain is such that extensive excavation or embankment would be necessary or where the lot has an unusually shallow depth or odd shape.

The Building Area of each lot is that portion of the lot lying outside of the setback and view channel areas of the lot. No structure or vertical support member of any structure within any setback or view channel area shall protrude above the view planes.

The View Plane over any lot shall be a plane beginning at points six (6) feet above the mauka or higher corner(s) of the view channel area and sloping toward the lower corner(s) at a ratio of 1½:10.

The Lot Coverage Area (being the total area within the perimeter lines connecting the outsides of foundation walls or the outer vertical support members for the first floor of all buildings on the lot) shall amount to not more than one-third (1/3) of the area of the lot.

- (b) No trees, hedges or other plants within the view channel area shall be allowed to grow above the view plane of the lot, and shall from time to time as necessary be removed or trimmed by the lessee to conform to the view plane limit.
- (c) The Trustees may grant variances to the view channel and view plane requirements where they impose hardship on the lessee. It is to be noted that the Trustees do not guarantee unobstructed views.

2. Grading.

- (a) The lessee shall accept the condition of the lot as is, as of the

date of completion of all contracts for the grading and roadway and utility improvements for the subdivision, or as of the date of acceptance of his application to lease the lot by the Trustees, whichever is later. All site work required thereafter shall be done only in accordance with plans approved by the Trustees and at the expense of the lessee.

- (b) Contour maps of individual lots will be furnished to lessees and their architects upon request, however, all grades and contours indicated thereon are not guaranteed and are subject to verification by the lessees.
- (c) Fill or top soil material brought to the site by the lessee shall be free of adobe, red dirt, termites and deleterious matter.
- (d) The lessee shall obtain a grading permit for cuts and fills as required by the Ordinances of the City and County of Honolulu and shall abide by all requirements of those ordinances.
- (e) Cut and fill areas shall be shaped to blend into the adjacent land forms, and where exposed, shall be landscaped and treated in an attractive manner.

3. Drainage.

- (a) A general plan for lot drainage is on file in the office of the Trustees as Bishop Estate Map 7832-1 & 2. The lessee is requested to direct his architect to examine said general plan before preparing the site plans. The flow of surface or subsurface drainage onto, across or from each lot must not be obstructed. Such run-off shall be dispersed or channeled by surface swales or other facilities in such a manner as to prevent erosion and damage to property. The Trustees and their Staff will closely scrutinize the proposed location of lot drainage facilities and may suggest revisions to provide for acceptance or discharge at certain points or locations along lot boundaries. The lessee, however, will be responsible for the actual design of these facilities and be liable for all claims for damages resulting therefrom. The Trustees will not unreasonably withhold approval of any design for lot drainage facilities but will disapprove designs which, in their opinion, are impractical or do not adequately consider the possible adverse effects on adjoining property.
- (b) Subsurface drainage systems have been installed within certain

lots where engineered embankments were constructed over natural run-off channels. The lessee of any affected lot will be given sketches, upon request, designating the location of these sub-drains and their points of discharge. It is suggested that the individual lot drainage facilities provide for acceptance of discharge from the subdrain systems. Should the construction of lot improvements interfere with the operation of any subdrain, the lessee will be required to re-route or alter the affected subdrain in order to maintain it in effective operation.

4. Materials.

All materials used for structures shall be new and of a quality consistently associated with that used on superior custom-designed homes.

5. Ground Termite Treatment.

- (a) Soil under all concrete slabs on ground and under all building floors, whether on ground or over air space, and under all footings and masonry foundation walls shall be treated against subterranean termites by a reliable, established and licensed termite control agency.
- (b) Treatment shall be guaranteed in writing by said agency against termite infestation for a period of five years. The guarantee shall include one automatic annual inspection service and re-treatment of any infested area without extra cost within the guarantee period.
- (c) Chemicals used outside of the buildings or in accessible spaces under buildings shall be non-poisonous to children, plants and pets.

6. Foundations.

- (a) Portions of the subdivision were filled and in some instances the filling was extensive. Further, clay soils were encountered within the subdivision during construction. To the best of the Trustees' knowledge, areas within the subdivision which have been filled were filled and compacted in accordance with approved engineering methods. However, ground settlement of the fill areas is possible. Therefore, in view of the existence of clay soils and filled areas, the lessee through his architect should give due consideration to the design of the foundation systems of all structures (homes, walls, swimming pools, etc.). Plans showing

filled areas are on file at the Trustees' office. It shall be the lessee's responsibility to direct his architect to examine these plans and arrange for subsurface soil investigation and, thereafter, to design his dwelling accordingly. Sketches of lots showing embankments will be supplied to lessees and their architects upon request; however, all grades and contours indicated thereon are not guaranteed and are subject to verification by the lessees.

- (b) All retaining walls, and any foundations placed upon embankments or filled areas of more than two feet, shall be designed by a registered architect or structural engineer.
- (c) Floor elevations shall be established at least six (6) inches above any surrounding ground elevations for concrete slabs and 30 inches for posted construction.
- (d) Where concrete floor slabs are used at ground level, the lessee should consider installing a waterproofing membrane between the concrete and the ground surface or sub-base under the slab.
- (e) All framing lumber shall be pressure-treated against termites and rot and shall carry a 5-year guarantee against termite damage.

7. Single Wall Construction.

Wood siding, if used in single-wall structures, shall have a minimum thickness of 1" net for all load-bearing sections in order to obviate the need for girts.

8. Double Wall Construction.

Outside siding for double wall construction may consist of 3/4" material, or equal, subject to the approval of the Trustees.

Interior surfacing material shall not be less than 1/2" thick.

9. Flooring.

- (a) Wood flooring over joists shall consist of at least 3/4" thick T&G flooring.
- (b) Sub-flooring may consist of 5/8" thick treated plywood (DFPA), or equal.

10. Roofs.

- (a) Built-up roofs for the house proper shall slope at a ratio of not less than 2 to 12 to not more than 3½ to 12, and shall be of at least 3-ply, 40 lb., or 5-ply, 15 lb. felt, with pitch and gravel on 3/4" sheathing, 1/2" termite resistant plywood, or equal. Construction shall be in accordance with the specifications of Underwriter's Class AAA roofing. Gravel coat

shall be non-glaring.

- (b) Shake or wood shingle roofs shall slope at a minimum ratio of 3½ to 12 for eaves and 4½ to 12 for roofs.
- (c) The Trustees will consider approval of the use of other types of building materials if such are requested by the lessee.
- (d) Flat roofs will generally not be permitted on garages and patios.
- (e) Adequate provision shall be made to obtain true eave lines and to prevent the sagging of eave soffits.
- (f) Materials and paints for roof surfaces shall be non-reflective and non-glaring.
- (g) Variances will be considered on the basis of the objectives stated in the Introduction.

11. Structural Analysis.

The Trustees, in reviewing building plans, will not undertake any structural analysis nor make any representations as to the sufficiency of the design or the proposed construction. This will be a matter solely for determination by the lessee and his architect.

12. Height of Buildings and Antennas.

- (a) No portion of any building or other structure, except antennas, shall be more than 18 feet above the highest finish grade at the building or structure.
- (b) No radio or television antenna shall extend more than four (4) feet above the highest point of the roof of the dwelling. All lead-in wires shall be concealed.
- (c) Transmission antennas will not be permitted in the subdivision.

13. Height of the Under-House.

- (a) Vertical support members of the lowest floor shall be not longer than 9 feet measured from the finish floor level to the finish ground grade or to the top of a continuous garden wall serving as a foundation.
- (b) Knee bracing shall be avoided or concealed.
- (c) Because of the visual importance of the under-house construction, individual solutions will be reviewed and approved on the basis of the objectives stated in the Introduction.

14. Garden Walls and Fences.

No garden wall or fence built along property lines and within the setback areas or view channels, whether or not used as a retaining

wall, shall be higher than six (6) feet at any point, as measured from the top of the wall to the existing or approved finished grade level at the nearest point on the property line, provided, however, that walls or fences between the setback lines and the property line at street frontage shall not be higher than four (4) feet unless the area between such walls or fences and the property line at street frontage is adequately landscaped.

15. Driveways.

- (a) Driveways of a slope of 16% or more shall be paved with concrete.
- (b) Drop driveways shall be constructed by the lessee prior to any other work being done and shall be used during construction in order to prevent damage to existing concrete gutters, curbs, sidewalks and any underground utility lines. Any damage caused by the lessee, his contractor or agent, shall be the responsibility of the lessee.

16. Electric Service.

- (a) All electric service lines shall be underground.
- (b) The electric service conductor shall be rated at not less than 115 amps.

17. Gas Service.

The Honolulu Gas Co., Ltd. does not intend to provide piped service for the subdivision.

18. Telephone Service.

- (a) All telephone service lines shall be underground, and a one-inch conduit shall be installed from the telephone pull box at the property line to a convenient point on the sidewall of the dwelling.
- (b) A standard junction box shall be installed above the termination of the above conduit, 8 feet above ground level.

19. Water Service.

The main service pipeline from the water meter to the house shall be not less than one inch in diameter; provided, however, that a service pipe of at least 1½ inches in diameter will be required if a lawn sprinkler system and/or swimming pool are contemplated or subsequently installed.

20. Sanitary Sewer and Water Piping.

All piping shall be concealed from public view and the view of neighbors. All underground sanitary sewer pipes shall be cast iron. All water pipes under concrete slabs shall be copper;

however, other piping shall consist either of copper, P.V.C or galvanized iron of U. S. manufacture or equivalent, with actual selection meeting appropriate ASTM material standards and also having a life expectancy of 20 years.

21. Painting.

- (a) Colors for exterior walls and surfaces shall be non-glaring and muted.
- (b) Wherever painted surfaces are specified, paint shall be applied in a minimum of two coats; one prime coat and a finish coat.
- (c) All paint shall be applied from manufacturer's receptacles, undiluted, except as clearly stated or permitted by the manufacturer's instructions.

22. Refuse Can Enclosures.

Unless adequately screened provisions for storage of refuse cans are made within the house or garage or carport, the lessee shall construct refuse can enclosures in the front yard and within 20 feet of the roadway curb to conceal refuse cans from view, and such enclosures shall conform to the general design of the dwelling. The lessee of Lot 164 and all lessees of lots served by private roadway lots are requested to refer to Paragraph 11, Special Conditions, of their respective Applications and Agreements to Lease for information and requirements as to construction and maintenance of such enclosures.

23. Mail Boxes.

Mail boxes, house numbers, and name signs shall be of attractive and superior design, installed flush with wall surfaces where possible and not be in conflict with postal regulations.

24. One-Year Warranty.

All workmanship and materials shall meet acceptable standards and shall be guaranteed against defects or failures by the developer or contractor for a period of at least one year after completion.

25. Swimming Pools and Ponds.

The construction of swimming pools and other types of ponds will be governed by the following:

- (a) Construction shall be in accordance with plans first prepared by the lessee and approved in writing by the Trustees, and use shall be subject to the terms and conditions

of the lease and these Building Requirements.

- (b) Prior to the commencement of construction, the lessee shall file with the Trustees a copy or certificate of the contractor's performance bond from a responsible corporate surety authorized to do business in the State of Hawaii for not less than 50% of the contract price, guaranteeing the completion of construction of the pool or pond free and clear of all mechanics' and materialmen's liens.
- (c) The lessee shall hold the Trustees blameless for any and all difficulty encountered during construction.
- (d) The lessee shall provide a sound-treated filtering pump unit in order to prevent noise nuisance.
- (e) The pool or pond shall be kept operable in accordance with the rules and regulations of the State Department of Health. Upon abandonment, or should the pool or pond become a nuisance, the lessee will demolish the same and, insofar as is practicable, restore the land to a condition approximating that which existed prior to the construction of the pool or pond, and thereafter properly landscape and maintain said restored land. The method of demolishing the pool or pond shall be subject to the Trustees' approval.

26. Air Conditioning System.

Prior to the installation of air conditioning systems, the lessee shall secure the written concurrence of the Trustees as to the location and type of system. Such air conditioning system shall be soundtreated to prevent noise nuisance.

27. Noise Abatement.

Should undue noise result from the operation of the air conditioning and/or swimming pool filtering pump unit or units, the lessee shall, without delay upon request of the Trustees, design additional soundproofing methods and shall upon approval of these methods by the Trustees, proceed expeditiously with necessary adjustments. Notwithstanding the Trustees' right, as expressed herein, to approve and require adjustment to such units, the lessee shall assume full responsibility therefor and shall hold the Trustees harmless against any and all claims resulting from the

maintenance and operation of such units.

ARTICLE IV.

MISCELLANEOUS

1. Variances and Amendments.

The Trustees reserve the right at any time in their sole discretion to amend, modify, waive, grant variances to or not enforce any requirements herein specified with respect to any lot or lots of the subdivision without any liability whatsoever to the owners, lessees or occupants of any other lots in the subdivision and without impairing or otherwise affecting the same requirements with respect to all the lots of the subdivision.

2. Paragraph Headings.

The headings of paragraphs herein are inserted only for convenience and reference and shall in no way define or limit the scope or intent of any provision hereof.

3. Binding Effect.

All restrictions, covenants, conditions and provisions contained in or established by this instrument shall constitute restrictions, covenants, conditions and provisions running with the lots and shall bind and inure to the benefit of the Trustees and all persons who shall now or hereafter own, lease or occupy any of the lots. Every person acquiring any estate, right, title or interest in or to any lot or occupancy thereof shall be deemed conclusively to have accepted the same upon and subject to all said restrictions, covenants, conditions and provisions and agreed to be bound thereby, whether or not set forth or referred to in the instrument by which the same was acquired. Said restrictions, covenants, conditions and provisions are in addition to and supplement any other requirements of law and provisions of any instruments under which the respective owners, lessees or occupants claim.

4. Expenses of Enforcement.

In case the Trustees shall bring and sustain any action to enforce any of said restrictions, covenants, conditions and provisions contained in or established by this instrument, they shall be entitled to recover from the persons violating said restrictions, covenants, conditions or provisions all their costs and expenses including a reasonable attorneys' fee incurred in connection with such action.

5. Duration.

All the restrictions, covenants, conditions and provisions hereof

shall continue in full force and effect for the term of eighty (80) years after the date hereof, unless sooner terminated as herein provided, and may prior to expiration of said term be extended for successive periods of 10 years by the execution and recordation by the Trustees of an instrument to such effect. All or any of the restrictions, covenants, conditions and provisions hereof may be terminated with respect to all or any of the lots by the execution and recordation by the Trustees of an instrument to such effect.

IN WITNESS WHEREOF the Trustees have executed these presents this 4th day of February, 1971.

Frank E. Miskiff
Hung Wo Ching
Richard Lyman, Jr.
Trustees of the Estate of
Bernice Paushi Bishop

APPROVED AS TO FORM,
CONTENTS & AUTHORIZATION
Hean H. Hickley
LEGAL DEPARTMENT

STATE OF HAWAII)
City and County of Honolulu) ss.

On this 4th day of February, 1971, before me personally appeared Frank E. Miskiff, Hung Wo Ching and Richard Lyman, Jr. three of the Trustees of the Estate of Bernice Paushi Bishop, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed as such Trustees.

ELVERA BLACK
Notary Public, First Judicial Circuit
State of Hawaii
My Commission expires March 31, 1972
My commission expires:

Elvera Black
NOTARY PUBLIC, First Judicial Circuit,
State of Hawaii.