

TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	
SECTION 1.1	Definitions	2
ARTICLE II	APPLICATION AND ENFORCEMENT	
SECTION 2.1	Administration and Operation	4
SECTION 2.2	Personal Application	4
SECTION 2.3	Compliance with Declaration, Bylaws, Rules and Regulations, etc	4
SECTION 2.4	Attorney's Fees and Expenses of Enforcement	4
SECTION 2.5	Conflicts	5
ARTICLE III	ASSOCIATION	
SECTION 3.1	Purpose of Association; Qualifications for Membership	5
SECTION 3.2	First Meeting; Annual Meetings	5
SECTION 3.3	Place of Meetings	6
SECTION 3.4	Method of Calling Special Meetings	6
SECTION 3.5	Notice of Meetings	6
SECTION 3.6	Quorum	6
SECTION 3.7	Voting	7
SECTION 3.8	Proxies and Pledges	7
SECTION 3.9	Adjournment of Meeting	9
SECTION 3.10	Order of Business	9
SECTION 3.11	Conduct of Association Meetings	9
SECTION 3.12	Registration of Association	9
ARTICLE IV	BOARD OF DIRECTORS	
SECTION 4.1	Powers and Duties	10
SECTION 4.2	Number; Qualifications; and Compensation	10
SECTION 4.3	Method of Electing Board	10
SECTION 4.4	Term of Office	11
SECTION 4.5	Removal of Directors	11
SECTION 4.6	Annual Meetings	11
SECTION 4.7	Proxy Vote	11
SECTION 4.8	Conflict of Interest	12
SECTION 4.9	Disclosure of Conflict	12
SECTION 4.10	Board Meetings	12
SECTION 4.11	Regular Meetings	12
SECTION 4.12	Special Meetings	12
SECTION 4.13	Notice of Board Meetings	12
SECTION 4.14	Waiver of Notice	12
SECTION 4.15	Minutes of Meetings	13
SECTION 4.16	Travel Expenses	13

SECTION 4.17	Decisions of Board of Directors	13
SECTION 4.18	Vacancies	13
SECTION 4.19	Liability and Indemnity of the Board of Directors and Officers	13
SECTION 4.20	Fidelity Bonds	14
SECTION 4.21	Inspection by Directors; Copies of Documents	14
SECTION 4.22	Committee Meetings	14
SECTION 4.23	Telephone, Video, Electronic Meetings	14

ARTICLE V OFFICERS

SECTION 5.1	Election and Term of Office	15
SECTION 5.2	Restriction on Qualification	15
SECTION 5.3	President	15
SECTION 5.4	Vice President	15
SECTION 5.5	Secretary	15
SECTION 5.6	Treasurer	15
SECTION 5.7	Audits	16
SECTION 5.8	Removal of Officers	16
SECTION 5.9	Compensation of Officers	16
SECTION 5.10	Agreements, Contracts, Deeds, Checks and Other Instruments	16

ARTICLE VI MANAGEMENT

SECTION 6.1	Management and Operation of the Project	17
SECTION 6.2	Employment of Managing Agent	20
SECTION 6.3	Renting or Selling of Apartments by Association Employees	21
SECTION 6.4	Rules and Regulations	21
SECTION 6.5	Abatement and Enjoinment of Violations by Apartment Owners	21
SECTION 6.6	Association Funds; Handling and Disbursement	22

ARTICLE VII COMMON EXPENSES

SECTION 7.1	Common Expenses Defined	23
SECTION 7.2	Method of Determining and Collecting Common Expenses	23
SECTION 7.3	Payment as Agent	24
SECTION 7.4	Budget and Reserve	24
SECTION 7.5	Default in Payment of Assessments	27
SECTION 7.6	Assessment Disputes	29
SECTION 7.7	Waiver	29
SECTION 7.8	Liability of Acquirer of Title on Foreclosure for Unpaid Common Expenses	30
SECTION 7.9	Joint and Several Liability of Grantor and Grantee for Unpaid Common Expenses	30
SECTION 7.10	Waiver of Use of Common Element; Abandonment of Apartment; Conveyance to Board of Directors	30
SECTION 7.11	Taxes and Assessments	30
SECTION 7.12	Utility Expenses	31
SECTION 7.13	Collection from Tenant	31

ARTICLE VIII	MAINTENANCE, REPAIR, ALTERATION AND USE	
SECTION 8.1	Maintenance and Repair of Apartments and Limited Common Elements	32
SECTION 8.2	Maintenance and Repair of Common Elements	33
SECTION 8.3	Alterations and Additions to Apartments and Limited Common Elements	33
SECTION 8.4	Alteration of the Project	35
SECTION 8.5	Exemptions for Persons With Disabilities	37
SECTION 8.6	Certain Work Prohibited	37
SECTION 8.7	Use	37
SECTION 8.8	Telecommunications Equipment	39
ARTICLE IX	MORTGAGES	
SECTION 9.1	Notice to Apartment Mortgages	40
SECTION 9.2	Notice to Board of Directors	40
SECTION 9.3	Mortgagee Protection	40
SECTION 9.4	Release of Information	41
SECTION 9.5	Notification	41
ARTICLE X	GENERAL PROVISIONS	
SECTION 10.1	Right of Access	41
SECTION 10.2	Amendment	42
SECTION 10.3	Condominium Documents for Board Members	44
SECTION 10.4	Meeting Minutes; Financial Statements; Examination	44
SECTION 10.5	Availability of Project Documents	45
SECTION 10.6	Records; Examination; Disposal	46
SECTION 10.7	Animals	46
SECTION 10.8	Mediation/Arbitration of Disputes Concerning the Act, the Declaration, these Bylaws or Rules and Regulations	46
SECTION 10.9	Membership List	46
SECTION 10.10	Owners May Incorporate	47
SECTION 10.11	Notices	47
SECTION 10.12	Captions	47
SECTION 10.13	Pronouns	47
SECTION 10.14	Interpretation	48
SECTION 10.15	Severability	48
SECTION 10.16	Changes in Law	48

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE 10-25-05 TIME 2:00 PM

DOCUMENT NO. 2005-217083

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitiquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key No. (1) 2-1-048-008
Total No. of Pages: 52

**BYLAWS
OF THE ASSOCIATION OF APARTMENT OWNERS
OF
KEOLA LA`I**

WHEREAS, A&B KAKAAKO LLC, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813, is the owner in fee simple of the land described in Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, the Developer intends to develop the Land and the improvements thereon as a condominium project known as "KEOLA LA`I" (the "Project") in accordance with plans filed in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Condominium Map No. 4101 (the "Condominium Map"); and

WHEREAS, the Developer has submitted all of its interest in the Land and all improvements thereon to a Condominium Property Regime as established by Chapter 514A, Hawaii Revised Statutes, as amended (the "Act"), by that certain Keola La`i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau concurrently herewith (such Declaration of Condominium Property Regime, as the same may be amended from time to time, is hereinafter referred to as the "Declaration");

NOW, THEREFORE, the Developer hereby declares that the Land and all improvements now or hereafter placed thereon are and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the Declaration and to the following Bylaws of the Association of Apartment Owners of Keola La`i, as the same may be lawfully amended from time to time (the "Bylaws"), all of which are declared to be in furtherance of the plan set forth in the Declaration and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Project. These Bylaws shall constitute covenants running with the Land and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and all present and future Apartment Owners, mortgagees, tenants, and occupants of the Apartments and any other person who may use any part of the Project.

ARTICLE I DEFINITIONS

SECTION 1.1 **Definitions.** The terms used in these Bylaws shall have the meanings given to them in the Act, except as expressly provided otherwise below:

"Apartment" refers to the Apartments identified in and created under the Declaration.

"Apartment Deed" or **"Deed"** means a Condominium Apartment Deed with Reservations and Conditions conveying title to an Apartment to an Apartment Owner upon recordation in the Bureau.

"Apartment Owner" or **"Owner"** means a person or entity owning an Apartment and the common interest appertaining thereto severally or as a cotenant, to the extent of such interest so owned; provided that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by the terms of any lease recorded in the Bureau, a lessee or sublessee of an Apartment shall be deemed to be the Owner of such Apartment to the extent provided in such lease. The vendee of an Apartment pursuant to an agreement of sale recorded in the Bureau (a "recorded Agreement of Sale") shall have the rights of an Owner, including the right to vote; provided that the vendor may retain the right to vote on matters substantially affecting the vendor's interest in the Apartment as provided in Section 514A-83 of the Act. Where an Owner is a corporation, trust, limited liability company or partnership, the method for designating the natural person who shall act as and for the Owner is as set forth in Section 3.7 of these Bylaws. In the event that any interest in an Apartment is transferred to a trustee under a land title-holding trust under which substantially all powers of management, operation and control of the Apartment remain vested in the trust beneficiary or beneficiaries, the beneficiary or beneficiaries of any such trust shall be deemed to be the Owner or Owners of the Apartment to the extent of their interest therein except insofar as the trustee notifies the Association otherwise in writing. A transferee of the beneficial interest in any such trust shall have all of the rights and duties of an Owner when notice of such transfer is given to the Association by the trustee. Unless and until such notice is given, the Association shall not be required to recognize the transferee for any purposes, and the transferor may continue to be recognized by the Association as the Owner and shall have all of the rights and obligations of ownership.

“Association” means the Association of Apartment Owners of Keola La`i.

“Board of Directors” or **“Board”** means the Board of Directors of the Association.

“Business Day”, whether or not capitalized, means Monday, Tuesday, Wednesday, Thursday and/or Friday. Saturdays, Sundays and state and federal holidays are not “business days”.

“Bylaws” means these Bylaws of the Association of Apartment Owners of Keola La`i, as the same may be amended from time to time.

“Common elements” means those parts of the Project designated in the Declaration as common elements, including the limited common elements.

“Day” or **“Days”**, when not preceded by “business” and whether or not capitalized, means a calendar day or days, as the case may be.

“Declaration” means the Keola La`i Declaration of Condominium Property Regime, recorded in the Bureau concurrently with these Bylaws, as the same may be amended from time to time.

“Developer” means A&B KAKAAKO LLC, a Hawaii limited liability company.

“Limited common elements” means those parts of the Project designated in the Declaration as limited common elements.

“Majority of Apartment Owners” means the Owners of Apartments to which are appurtenant more than fifty percent (50%) of the common interests of the Project, and any other specified percentage of Apartment Owners means the Owners of Apartments to which are appurtenant such specified percentage of the common interests.

“Mortgagee of an Apartment” or **“Apartment mortgagee”** means the holder of a mortgage encumbering the fee title to, or any recorded leasehold interest in, an Apartment.

“Person” (whether or not capitalized) means any individual, corporation, association, partnership, limited liability company, agency, trust, institution, organization, or other entity, and his, her, or its legal representative.

“Project” means and includes the Land and all improvements thereon and all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

“Record”, **“recorded”** or **“recordation”** means to record or to be recorded in the Bureau.

“Rules and Regulations” means the rules and regulations adopted pursuant to these Bylaws, as the same may be amended from time to time, governing the details of the operation and use of the Project, and certain details regarding the use of the Apartments.

ARTICLE II APPLICATION AND ENFORCEMENT

SECTION 2.1 Administration and Operation. The administration and operation of the Project shall be governed by the Declaration, these Bylaws, the Rules and Regulations, the Act and all other applicable laws.

SECTION 2.2 Personal Application. All present and future Owners, mortgagees, tenants and occupants of Apartments and their guests and employees, and any other person who may use the Project in any manner are subject to these Bylaws, the Declaration and the Rules and Regulations, as each may be amended from time to time. The acceptance of an Apartment Deed, conveyance, mortgage or similar instrument, or the acquisition of any interest in the Project, or the entry into or the act of occupancy of an Apartment, shall constitute an agreement that the provisions of these Bylaws, the Declaration, and the Rules and Regulations are accepted, ratified and shall be complied with.

SECTION 2.3 Compliance with Declaration, Bylaws, Rules and Regulations, etc. Each Apartment Owner, such Apartment Owner’s employees, tenants, guests, invitees, and any other persons using the Project shall comply strictly with the covenants, conditions and restrictions set forth in the Declaration, these Bylaws and the Rules and Regulations. Each Apartment Owner is fully responsible for ensuring that all employees, tenants, guests, and invitees of the Apartment Owner comply strictly with such covenants, conditions and restrictions, and shall be personally liable for any such noncompliance. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the managing agent or Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Apartment Owner.

SECTION 2.4 Attorneys’ Fees and Expenses of Enforcement. All costs and expenses, including reasonable attorneys’ fees, incurred by or on behalf of the Association for:

- (1) Collecting any delinquent assessments against any Owner’s Apartment;
- (2) Foreclosing any lien thereon;
- (3) Enforcing any provision of the Declaration, these Bylaws, the Rules and Regulations, the Act or the rules and regulations of the Real Estate Commission;

against an Apartment Owner, such Apartment Owner’s employees, tenants, guests, or invitees, shall be promptly paid on demand by such Apartment Owner to the Association; provided that if the claims upon which the Association takes any action are not substantiated, all costs and expenses, including reasonable attorneys’ fees, incurred by such Apartment Owner as a result of

the action of the Association, shall be promptly paid on demand to such Apartment Owner by the Association.

If any claim by an Owner is substantiated in any action against the Association, any of its officers or the Board of Directors to enforce any provision of the Declaration, these Bylaws, the Rules and Regulations or the Act, then all reasonable and necessary expenses, costs and attorneys' fees incurred by such Owner shall be awarded to such Owner; provided that no such award shall be made in any derivative action unless:

- (1) The Owner first shall have demanded and allowed reasonable time for the Board of Directors to pursue such enforcement; or,
- (2) The Owner demonstrates to the satisfaction of the court that a demand for enforcement made to the Board of Directors would have been fruitless.

SECTION 2.5 **Conflicts.** These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the Act or the Declaration, the provisions of the Act or the Declaration, as the case may be, shall control.

ARTICLE III ASSOCIATION

SECTION 3.1 **Purpose of Association; Qualifications for Membership.** The Association shall be organized and operated for the purposes of managing, maintaining, acquiring, constructing and caring for the Association property which includes the common elements, funds and other property held by the Association or the nominee of the Association, property owned in common by one (1) or more Owners, but held by the Association, property within or forming part of the Project privately held by one (1) or more Owners, but which may be subject to a common maintenance assessment by the Association for such purposes as insurance, and property owned by a government agency, public utility or other third party and used for the benefit of the Association or one (1) or more Owners. All Apartment Owners of the Project shall constitute the Association. The Owner of any Apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Apartment ceases for any reason or until the Association is dissolved by termination of the condominium property regime established by the Declaration, at which time his membership in the Association shall automatically cease. Notwithstanding anything to the contrary provided herein, the Developer shall be entitled to vote and act on all matters as the Association and the Board of Directors until such time as the first meeting of the Association. Thereafter, the Developer, as the owner of any unsold Apartments, shall be entitled to vote the interest of each such Apartment.

SECTION 3.2 **First Meeting; Annual Meetings.** The first annual meeting of the Association shall be held not later than one hundred eighty (180) days after recordation of the first Apartment conveyance, provided forty percent (40%) or more of the Project has been sold and recorded. If forty percent (40%) of the Project is not sold and recorded, at the end of one year after the first Apartment conveyance, an annual meeting shall be called, provided ten

percent (10%) of the Apartment Owners so request. Thereafter, the annual meetings of the Association shall be held within three calendar months following the end of the fiscal year selected by the Board, and if the annual meeting for any year shall not be held or called within said period, then the annual meeting for such year shall be held on the first day of the fourth calendar month following the end of the fiscal year selected by the Board. At such annual meetings, including the first annual meeting, the Board of Directors shall be elected by ballot of the Apartment Owners in accordance with Article IV, Section 4.3 of these Bylaws. The Apartment Owners may transact such other business at such meetings as may properly come before them.

SECTION 3.3 **Place of Meetings.** All meetings of the Association shall be held at the address of the Project, or elsewhere within the State of Hawaii convenient to the Apartment Owners as determined by the Board of Directors.

SECTION 3.4 **Method of Calling Special Meetings.** Except as otherwise provided herein, special meetings of the Association shall be held at any time upon the call of the President or upon written request signed by at least twenty-five percent (25%) of the Apartment Owners and presented to the Secretary. Upon the receipt of such call or written request, the Secretary shall send written notice of the meeting to all Apartment Owners and the meeting shall be held no earlier than fourteen (14) and no later than sixty (60) days from the receipt of such call or written request, at such time, date, and place as shall be determined by the Board.

SECTION 3.5 **Notice of Meetings.** Written notice of all Association meetings, whether annual or special, shall be given to each Apartment Owner at least fourteen (14) days but not more than ninety (90) days prior to the meeting, in any of the following ways: (a) by delivering it personally to the Apartment Owner, or (b) if, the Apartment Owner resides in the Project, by leaving it at such Apartment Owner's Apartment in the Project, or (c) by mailing it, postage prepaid, addressed to the Apartment Owner at the address of such Owner as it appears on the Association's record of ownership, or (d) by sending it by email to an email address designated by the Apartment Owner. The written notice of meeting shall contain at least: the date, time and place of the meeting, the items on the agenda for the meeting, and a standard proxy form authorized by the Association, if any. Upon notice being given in accordance with the provisions of this Section, the failure of any member of the Association to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. The presence of an Apartment Owner or Apartment mortgagee in person or by proxy at any meeting shall be deemed a waiver of any required notice to such Owner or Apartment mortgagee unless such Owner or Apartment mortgagee shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

SECTION 3.6 **Quorum.** At all meetings of the Association, the presence in person or by proxy of a majority of Apartment Owners shall constitute a quorum, and the acts of a majority of the Apartment Owners present in person or by proxy at any meeting of the Association at which a quorum is present shall be binding upon all Apartment Owners for all purposes, except as otherwise provided in the Declaration or in these Bylaws.

SECTION 3.7 **Voting.** Voting shall be on a percentage basis, and the percentage of the total vote to which each Apartment is entitled shall be the percentage of the common interests assigned to such Apartment pursuant to the Declaration. Votes allocated to any area which constitutes a common element under Section 514A-13(h) of the Act shall not be cast at any Association meeting, whether or not such area is designated as a common element in the Declaration. Votes may be cast in person or by proxy by the Apartment Owners. A personal representative, executor, administrator, guardian, beneficiary or trustee may vote in person or by proxy at any meeting of the Association the vote for any Apartment owned or controlled by him in such capacity, provided that prior to such meeting he shall first present to the Secretary written evidence, satisfactory to the Board of Directors, that he owns or controls such Apartment in such capacity. The vote for any Apartment owned by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and, in case of protest, each co-tenant shall be entitled to only a share of such vote in proportion to that co-tenant's share of ownership in such Apartment. In the case of joint tenants, each Owner's share of ownership for voting purposes shall be deemed to be a fraction of the total vote allocated to the Apartment, the numerator of which shall be one (1) and the denominator of which shall be the total number of joint owners of the Apartment. In the case of tenants by the entirety, each co-tenant shall have one-half (1/2) of the total vote allocated to the Apartment. Corporations, general partnerships, limited partnerships and limited liability companies which are Owners shall designate an officer, general partner, manager or member for the purpose of exercising the vote, and prior to any meeting at which such representative intends to vote, the representative shall present to the Secretary written evidence satisfactory to the Board of his or her designation and authority as representative of such corporation, general partnership, limited partnership or limited liability company.

SECTION 3.8 **Proxies and Pledges.**

(a) No resident manager or managing agent shall solicit, for use by the manager or managing agent, any proxies from any Apartment Owner, nor shall the resident manager or managing agent cast any proxy vote at any Association meeting except for the purpose of establishing a quorum. Before the Board uses Association funds to distribute proxies, the Board shall first post notice of its intent to distribute proxies in prominent locations within the Project at least thirty (30) days prior to its distribution of proxies; provided that if the Board of Directors receives within seven (7) days of the posted notice a request by any Owner for use of Association funds to solicit proxies accompanied by a statement, the Board of Directors shall:

- (i) Mail to all Owners a proxy form containing either the names of all Owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or
- (ii) Mail to all Owners a proxy form containing no names, but accompanied by a list of names of all Owners who have requested the use of Association funds for soliciting proxies and their statements.

The statement shall not exceed one hundred words, indicating the Owner's qualifications to serve on the Board of Directors and reasons for wanting to receive proxies.

(b) The authority given by any Apartment Owner to another person to represent him at meetings of the Association shall be by written proxy satisfying the requirements of Section 514A-83.2 of the Act, signed by such Owner and filed with the Secretary no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains, and must contain at least: the name of the Association, the date of the meeting of the Association, the printed name and signature of the person or persons giving the proxy, the Apartment or Apartments for which the proxy is given, the printed name of the person or entity to whom the proxy is given, and the date that the proxy is given.

(c) A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the Owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the applicable Apartment.

(d) A proxy must contain boxes wherein the Owner has indicated that the proxy is given (i) for quorum purposes only; (ii) to the individual whose name is printed on a line next to this box; (iii) to the Board as a whole and that the vote be made on the basis of the preference of the majority of the board; or (iv) to those directors present at the meeting and the vote to be shared with each Board member receiving an equal percentage. Proxy forms which are not marked shall be considered a choice by the Owner that the vote be made on the basis of the preference of the majority of the Board.

(e) Neither the Board nor any member of the Board shall use Association funds to solicit proxies except for the distribution of proxies as set forth in section 514A-82(b)(4) of the Act; provided that this shall not prevent an individual member of the Board from exercising his right as an Apartment Owner under section 514A-82(b)(4) of the Act.

(f) Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any Apartment or interest therein, a copy of which is filed with the Board of Directors, shall be exercised only until the written release or other termination thereof is filed with the Board of Directors.

(g) A copy, facsimile telecommunication, or other reliable reproduction of a proxy may be used in lieu of the original proxy for any and all purposes for which the original proxy could be used; provided that any copy, facsimile telecommunication, or other reproduction shall be a complete reproduction of the entire original proxy.

(h) Nothing in subsections (b), (c), (d), (e), (f) or (g) of this Section 3.8 shall affect the holder of any proxy under a first mortgage of record or under an agreement of sale of any Apartment or interest therein.

(i) Any one of two or more persons owning any Apartment may give or revoke a proxy for the entire vote of such Apartment. No proxy may be given by a co-Owner or co-Owners for only a share of an Apartment's vote and any attempt to do so shall be void. Any proxy given by a co-Owner or co-Owners of an Apartment may be exercised to cast the entire

vote for such Apartment in the absence of protest by another co-Owner or the holder of a proxy from another co-Owner, and, in case of such protest, the entire vote allocated to such Apartment shall not be counted except for purposes of establishing a quorum.

SECTION 3.9 **Adjournment of Meetings.** Any meeting of the Association may from time to time be adjourned to a time not less than forty-eight (48) hours from the time the original meeting was called as may be determined by a majority of the Apartment Owners present, without any further notice other than the announcement at such meeting. If a quorum is present upon reconvening such adjourned meeting, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

SECTION 3.10 **Order of Business.** The order of business at all meetings of the Association shall be generally as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting (unless waived by vote of a majority of the Association members present at such meeting);
- (d) Reports of officers;
- (e) Report of Board of Directors;
- (f) Reports of committees;
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business; and
- (i) New business.

SECTION 3.11 **Conduct of Association Meetings.** All meetings of the Association shall be conducted in accordance with the most current edition of Robert's Rules of Order.

SECTION 3.12 **Registration of Association.** Within thirty (30) days of the first meeting of the Association, the Association shall register with the Real Estate Commission of the State of Hawaii Department of Commerce and Consumer Affairs (the "Commission"), as required by Section 514A-95.1 of the Act. Prior to June 30 of each odd-numbered year, the Association, through the managing agent, shall pay to the Commission a registration fee as prescribed by rules adopted by the Director of Commerce and Consumer Affairs, and as required by Section 514A-95.1 of the Act.

**ARTICLE IV
BOARD OF DIRECTORS**

SECTION 4.1 **Powers and Duties.** The affairs of the Association, except as otherwise provided by the Act, the Declaration, or these Bylaws, shall be conducted and managed by a Board of Directors. Each Director shall owe the Association a fiduciary duty in the performance of the Director's responsibilities. Pursuant to Section 6.2 of these Bylaws, the Board shall employ a responsible corporate managing agent with such powers and duties of the Board as shall be delegated by the Board.

SECTION 4.2 **Number; Qualification; and Compensation.**

(a) The Board of Directors shall initially be constituted of nine (9) persons, each of whom shall be an Owner, co-Owner, vendee under an agreement of sale, or an officer of any corporate Owner of an Apartment or, in the case of fiduciary owners, the fiduciary or officers of corporate fiduciaries. The partners in a general partnership, the general partners of a limited partnership, the managing member of a manager-managed limited liability company and any member of a member-managed limited liability company shall be deemed to be the Owners of an Apartment for this purpose.

(b) There shall be no more than one representative on the Board of Directors from any one Apartment.

(c) At all times following the Association's first meeting and election of the first Board of Directors, the Owner of the Commercial Apartment shall be entitled to be a member of the Board of Directors and shall automatically become and remain a Director. This right shall automatically accrue to each subsequent Owner of the Commercial Apartment, and upon acquiring title to the Commercial Apartment, the new Owner will automatically become a member of the Board.

(d) No resident manager or employee of the managing agent of the Project shall serve on the Board of Directors.

(e) No member of the Board of Directors shall receive any compensation from the Association for acting as such, but may be reimbursed for actual expenses incurred in the course of acting as such Director, provided that a majority of a quorum of the Board has first approved such expenses.

SECTION 4.3 **Method of Electing the Board.** Election of Directors shall be by cumulative voting by secret ballot at each annual meeting of the Apartment Owners and any special meeting called for that purpose; provided, however, that at any meeting at which Directors are to be elected, the requirement that voting for Directors be by secret ballot may be waived by the vote of a majority of those persons present and entitled to vote at such meeting.

SECTION 4.4 **Term of Office.** At the first annual meeting of the Apartment Owners, the term of office of the three (3) members of the Board receiving the greatest number of votes shall be fixed at three (3) years, the term of office of the three (3) members of the Board receiving the next greatest numbers of votes shall be fixed at two (2) years, and the term of office of the two (2) members of the Board receiving the next greatest numbers of votes shall be fixed at one (1) year. The term of office of the Board member who owns the Commercial Apartment shall be perpetual. After the expiration of the term of office of each of the initial elected members, each successor member of the Board shall be elected to serve for a term of three (3) years. Each member of the Board shall continue to exercise the powers and duties of the office until his successor shall have been elected by the Apartment Owners, or, in the case of the member representing the Commercial Apartment, until title to the Commercial Apartment is transferred to a successor Owner.

SECTION 4.5 **Removal of Directors.** At any regular or special meeting of Apartment Owners, any one or more of the members of the Board of Directors (excluding, however, the member representing the Commercial Apartment) may be removed with or without cause by a majority of the Apartment Owners and a successor shall then and there be elected for the remainder of the term to fill the vacancy thus created; provided, however, that an individual Director shall not be removed (unless the entire elected Board is removed) if Owners having sufficient votes to elect one Director by cumulative voting present at such meeting shall vote against his removal. A member of the Board of Directors whose removal is proposed by the Apartment Owners shall be given an opportunity to be heard at the meeting. If such removal and replacement is to occur at a special meeting, the call for such meeting shall be by the President or by a petition to the Secretary or managing agent signed by not less than twenty-five percent (25%) of the Apartment Owners as shown in the Association's record of ownership; provided that if the Secretary or managing agent does not send out the notices for the special meeting within fourteen (14) days of receipt of the petition, the petitioners shall have the authority to set the time, date and place for the special meeting and to send out notices for the special meeting in accordance with the requirements for notice contained herein. Except as otherwise provided in the Act, such meeting for the removal from office and replacement of Directors shall be scheduled, noticed and conducted in accordance with these Bylaws. In addition, if any elected Director (or replacement Director previously selected by the Board) shall fail to attend four (4) consecutive meetings of the Board for any reason, the Board, by a vote of a majority of the other members, may remove him and select a replacement to serve his unexpired term.

SECTION 4.6 **Annual Meetings.** The Board of Directors shall meet at least once a year. Each annual meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Association. At such meeting the Board shall elect the officers of the Association for the ensuing year. The first meeting of the first elected Board shall be held at the place of and immediately following the first annual meeting of the Association as provided in Section 3.2 of these Bylaws.

SECTION 4.7 **Proxy Vote.** Unless permitted by law, a Director shall not cast any proxy vote at any Board meeting.

SECTION 4.8 **Conflict of Interest.** Unless permitted by law, a Director shall not vote at any Board meeting on any issue in which the Director has a conflict of interest. If there is any disagreement as to whether or not there exists a conflict of interest, the determination of whether a conflict of interest exists as to a particular Director or Directors shall be made by a majority of the non-interested Directors, which determination shall be conclusive and binding on all parties.

SECTION 4.9 **Disclosure of Conflict.** A Director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made.

SECTION 4.10 **Board Meetings.** All meetings of the Board of Directors shall be conducted in accordance with the most current edition of Robert's Rules of Order. All meetings of the Board of Directors, other than executive sessions, shall be open to all members of the Association, and Association members who are not on the Board of Directors may participate in any deliberation or discussion of the Board of Directors unless a majority of a quorum of the Board of Directors votes otherwise. The Board of Directors, with the approval of a majority of a quorum of its members, may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters or litigation in which the Association is or may become involved. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 4.11 **Regular Meetings.** Regular meetings of the Board of Directors may be held at the address of the Project, or elsewhere within the State of Hawaii and at such time as shall be determined from time to time by the Board of Directors. Unless the Board of Directors determines otherwise, meetings shall be held quarterly; provided, however, that at least one (1) regular meeting, in addition to the annual meeting of the Board, shall be held during each fiscal year. Whenever practicable, notice of the time and place for each regular meeting of the Board of Directors shall be given to each member of the Board of Directors in writing at least three (3) days prior to the day named for such meeting.

SECTION 4.12 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or any one Director on ten (10) business days written notice to each member of the Board of Directors, which notice shall state the time, place and purpose of the meeting.

SECTION 4.13 **Notice of Board Meetings.** Whenever practicable, notice of all Board meetings shall be posted by the resident manager or a member of the Board in prominent locations within the Project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board. If posting is not practicable, notice of Board meetings shall be given to the Owners by the resident manager or the Board at least seventy-two (72) hours prior to the meeting in such manner as the Board deems appropriate under the circumstances.

SECTION 4.14 **Waiver of Notice.** Any member of the Board of Directors may at any time waive notice of any meeting of the Board and such waiver shall be deemed equivalent

to the timely receipt of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

SECTION 4.15 **Minutes of Meetings.** The minutes of meetings of the Board of Directors shall include the recorded vote of each member of the Board of Directors on all motions except motions voted on in executive session.

SECTION 4.16 **Travel Expenses.** (a) Directors shall not expend Association funds for their travel, directors' fees, and per diem, unless the Owners are informed and a majority of the Apartment Owners approve of these expenses.

(b) Members of the Board may expend Association funds, which shall not be deemed to be compensation to the directors, to educate and train themselves in subject areas directly related to their duties and responsibilities as directors; provided that the approved annual operating budget include these expenses as separate line items. These expenses may include registration fees, books, videos, tapes, other educational materials, and economy travel expenses. Except for economy travel expenses within the State of Hawaii, all other travel expenses incurred under this subsection 4.16(b) shall be subject to the requirements of the foregoing subsection 4.16(a) of these Bylaws.

SECTION 4.17 **Decisions of Board of Directors.** At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum of Directors is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. Following such adjournment, at any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 4.18 **Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Apartment Owners shall be filled by a vote of a majority of the remaining members at any meeting of the Board at which a majority of the remaining members are present called for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall hold office until the next annual meeting of the Association, at which time a successor Director shall be elected by the Apartment Owners. Any successor Director elected by the Apartment Owners in the foregoing manner shall serve for the remaining unexpired term in respect of which the vacancy occurred.

SECTION 4.19 **Liability and Indemnity of the Board of Directors and Officers.** The members of the Board of Directors and the officers of the Association shall not be liable to the Association or any of the Apartment Owners for any mistake of judgment or otherwise except for their own gross negligence or willful misconduct. The Association may, upon request of any Director or officer, obtain and maintain, as a common expense, a policy of directors' and

officers' liability insurance covering the Directors and officers of the Association and shall indemnify each Director and officer of the Association against all costs, expenses and liabilities, including judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses which may be incurred by, or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened in which he may be involved as a party or otherwise by reason of his being or having been such Director or officer, or by reason of any past or future action taken, authorized or approved by him or any omission to act as such Director or officer, whether or not he continues to be such Director or officer at the time of the incurring or imposition of such costs, expenses or liabilities, but not including such costs, expenses or liabilities as shall relate to matters as to which he shall in such action, suit or proceeding be finally adjudged to be, or shall be, liable by reason of his gross negligence or willful misconduct toward the Association in the performance of his duties as such Director or officer. The foregoing right of indemnification shall not be exclusive of other rights which any Director or officer may have and shall inure to the benefit of the heirs and personal representatives of each Director and officer.

SECTION 4.20 **Fidelity Bonds.** A managing agent employed or retained by the Board of Directors shall provide evidence of a fidelity bond in an amount not less than the minimum amount required by law. In addition, the Board of Directors shall obtain annually, as a common expense, a fidelity bond or bonds, in an amount not less than the minimum amount required by law, to cover all officers, directors, employees and managing agents of the Association who handle the Association's funds. To the extent reasonably obtainable, the bonds shall: (a) provide that the bonds may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least 30 days prior written notice to the Board and all Apartment mortgagees and every other person in interest who shall have in writing requested such notice, and (b) contain a waiver of defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Notwithstanding the foregoing, should such managing agent be an active real estate broker in compliance with and licensed under chapter 467, Hawaii Revised Statutes, as amended, such managing agent shall not be required to comply with the foregoing fidelity bond requirements; provided, however, that such managing agent annually provides the Board with evidence of such licensing.

SECTION 4.21 **Inspection by Directors; Copies of Documents.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. This right of inspection by a Director includes the right to make extracts and copies of documents.

SECTION 4.22 **Committee Meetings.** Every Director shall have the right to attend any meeting of any committee established by the Board.

SECTION 4.23 **Telephone, Video, Electronic Meetings.** Any other provision of these Bylaws notwithstanding, and if permitted by applicable law, at any regular or special meeting of the Board at which at least one (1) Board member is physically present, whether held in open or executive session, any member of the Board not physically present may participate in such meeting by telephone conference, video conference or similar electronic (including internet)

conference for purposes of constituting a quorum and for all other purposes, and the Board may carry on all business within the Board's authority as if all members participating by such means were physically present at such meeting; provided, however, that all persons authorized to participate in and actually participating in such meeting (including members of the Association who are not on the Board and who may participate pursuant to Section 514A-83.1(a) of the Act) are at all times during such meeting able to hear and, when appropriate, be heard by all other participants.

ARTICLE V OFFICERS

SECTION 5.1 **Election and Term of Office.** The officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by (and in the case of the President from among) the Board of Directors. The Board of Directors may designate and elect such other officers as in its judgment may be necessary. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors

SECTION 5.2 **Restriction on Qualification.** An Owner shall not act both as an officer of the Association and as an employee of the managing agent employed by the Association.

SECTION 5.3 **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the laws of the State of Hawaii, including, but not limited to, the power to appoint committees from among the Apartment Owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

SECTION 5.4 **Vice President.** The Vice President shall have all of the general powers and duties which are incident to the office of Vice President of a corporation organized under the laws of the State of Hawaii. In particular, he shall perform all of the duties and exercise all of the powers and rights of the President provided by these Bylaws or otherwise during the absence or disability of the President, or whenever the office of President is vacant, and shall perform all other duties assigned by the Board.

SECTION 5.5 **Secretary.** The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors. He shall see that all notices are given in accordance with these Bylaws. He shall have charge of such books and papers of the Association as the Board of Directors may direct. He shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under the laws of the State of Hawaii. Duties of the Secretary may be delegated to and performed by the managing agent.

SECTION 5.6 **Treasurer.** The Treasurer shall keep the financial records and books of account of the Association showing all receipts and disbursements, and shall be responsible for the preparation of all required financial data. He shall be responsible for the

deposit of all moneys and other valuable effects of the Association in such depositories as shall be designated by the Board of Directors. He shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the laws of the State of Hawaii. Duties of the Treasurer may be delegated to and performed by the managing agent or any outside accounting organization.

SECTION 5.7 Audits. (a) The Association shall require an annual audit of the Association's financial accounts and no less than one annual unannounced verification of the Association's cash balance by a public accountant; provided that if the Association at any time consists of less than twenty (20) Owners, the annual audit and the annual unannounced cash balance verification may be waived by a majority vote of all Apartment Owners taken at an Association meeting.

(b) The Board of Directors shall make available a copy of the annual audit to each Apartment Owner and each eligible mortgage holder (as defined in the Declaration) at least thirty (30) days prior to the annual meeting which follows the end of the fiscal year, but in any event not later than one hundred twenty (120) days following the Association's fiscal year-end. The Board shall provide upon all official proxy forms a box wherein the Owner may indicate that the Owner wishes to obtain either a summary of the annual audit report, or an unabridged copy of the annual audit report. The Board shall not be required to submit a summary of the annual audit report or a copy of the annual audit report to the Owner if the proxy form is not marked. If the annual audit has not been completed by that date, the Board shall make available:

(i) An unaudited year end financial statement for the fiscal year to each Apartment Owner at least thirty (30) days prior to the annual meeting; and

(ii) The annual audit to all Owners at the annual meeting, or as soon as the audit is completed, whichever occurs later.

If the Association's fiscal year ends less than two months prior to the convening of the annual meeting, the year to date unaudited financial statement may cover the period from the beginning of the Association's fiscal year to the end of the month preceding the date on which notice of the annual meeting is mailed.

SECTION 5.8 Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 5.9 Compensation of Officers. No officer shall receive any compensation from the Association for acting as such, but may be reimbursed for actual expenses incurred in the course of acting as such officer, provided that a majority of a quorum of the Board has first approved such expenses.

SECTION 5.10 Agreements, Contracts, Deeds, Checks and Other Instruments. All agreements, contracts, certificates, deeds, leases, checks and other instruments of the

Association, including any amendments to these Bylaws, shall be signed by the President or the Vice President and one other officer of the Association, or such other person or persons as may be designated by resolution of the Board of Directors, provided that no officer, though he may hold more than one office, shall sign any instrument in more than one capacity.

ARTICLE VI MANAGEMENT

SECTION 6.1 **Management and Operation of the Project.** The Board of Directors shall at all times manage and operate the Project, including the common elements of the Project, and shall have the powers and duties necessary or proper therefor, and may do all acts and things except such as by law, the Declaration or these Bylaws may not be delegated to the Board of Directors by the Apartment Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, replacement, repair and maintenance of the common elements;

(b) Preparation annually of a budget of the common expenses required for the affairs of the Association (including, without limitation, the operation and maintenance of the Project) and determination of the amounts of monthly and special assessments;

(c) Levy and collection of monthly and special assessments of the common expenses and other charges payable by the Apartment Owners;

(d) Purchasing and maintaining of insurance pursuant to the Declaration and these Bylaws;

(e) Adoption and amendment of the Rules and Regulations, and enforcement of the Rules and Regulations, applicable provisions of the Declaration, these Bylaws and the Act;

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(g) Rebuilding, repairing and restoring the Project in accordance with the provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty or as a result of eminent domain proceedings;

(h) Procuring legal and accounting services necessary or proper for the administration and operation of the Project or the interpretation, enforcement or implementation of the Declaration, these Bylaws, the Rules and Regulations and any other material documents or decisions affecting the Project;

(i) Purchasing, leasing or otherwise procuring any other materials, equipment, supplies, furniture, labor and services, making repairs and structural alterations, and paying all taxes and assessments and other common expenses which the Board is required to procure, make

or pay pursuant to the Declaration, these Bylaws or by law or which in its opinion shall be necessary or proper for the operation of the Project or the enforcement of the Declaration or these Bylaws, provided that if any such materials, equipment, supplies, furniture, labor, services, repairs, structural alterations, insurance, taxes or assessments are required because of the particular actions or negligence of the Owners of a particular Apartment, the cost thereof shall be specially assessed to the Owners of such Apartment;

(j) Maintenance and repair of any Apartment or limited common element(s) appurtenant thereto if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements or any other Apartment and the Owner or Owners of the Apartment shall have failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to the Owner or Owners; provided that the Board shall levy a special assessment against such Apartment for the cost of such maintenance or repair and any attorneys' fees and other expenses incurred in levying and collecting such special assessment;

(k) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may in the opinion of the Board constitute a lien against the Project or against the common elements rather than merely against the interest therein of particular Owners. If one or more Owners are responsible for the existence of any such lien, they shall be jointly and severally liable for the cost of discharging it and the costs incurred by the Board by reason of such lien;

(l) Access to each Apartment from time to time during reasonable hours as may be necessary for the operation of the Project or for emergency repair of any Apartment or the limited common elements appurtenant thereto necessary to prevent damage to the common elements or to another Apartment, provided that the cost of such repair shall be chargeable to the Owners of such Apartment and the Board shall assess a special assessment on the Owners of such Apartment for the cost of such repair and any attorneys' fees and other expenses incurred in levying and collecting such special assessment;

(m) Access to each Apartment from time to time during reasonable hours to perform periodic inspections, maintenance and repair of those common elements which are most readily accessible only from within or through the Apartment, including, but not limited to, inspection, maintenance and repair of utility pipes, plumbing, conduits, wiring, roofs and the exterior surface of the buildings;

(n) Appointing a manager or managing agent or both and delegating to them or either of them such of its powers as it deems necessary or appropriate, delegation of which is not otherwise prohibited herein or in the Declaration or by law;

(o) Employment, designation, supervision and dismissal of personnel necessary for the maintenance, repair, replacement and restoration of the common elements;

(p) Establishment of such penalties and fines and any interest thereon as it deems appropriate with respect to enforcement of the provisions of the Declaration, these Bylaws and

the Rules and Regulations, including penalties and fines and any interest thereon for failure or refusal to pay to the Association on demand all costs, expenses, common expenses and assessments (special or otherwise) required to be paid hereunder; provided such penalties and fines are not inconsistent with applicable laws or the provisions of these Bylaws;

(q) Subject to the affirmative vote or written consent of at least sixty-five percent (65%) of the Apartment Owners, the Board may purchase or otherwise acquire any Apartment in the name of the Association on behalf of all Apartment Owners and may borrow money and give a mortgage on the Apartment to secure repayment of such money and do all other things reasonably required by any institutional lender to facilitate purchase money financing for the purchase of such Apartment;

(r) Subject to any approval requirements and spending limitations contained herein or in the Declaration, the Board may authorize the borrowing of money to be used by the Association for the repair, replacement, maintenance, operation, or administration of the common elements of the Project, or the making of any additions, alterations and improvements thereto. The cost of such borrowing, including, without limitation, all principal, interest, commitment fees, and other expenses payable with respect to such borrowing, shall be a common expense of the Project; provided that Apartment Owners representing fifty percent (50%) of the common interest and Apartments give written consent to such borrowing, having been first notified of the purpose and use of the funds;

(s) If the Board so chooses, conducting (or directing another responsible party to conduct) a background check on applicants applying for employment as a security guard or manager or for a position which would allow such employees access to the keys of or entry into the Apartments or access to Association funds, provided such employee applicant signs an authorization to conduct such background check;

(t) Dispose of personalty abandoned in or on the common elements of the Project in any one of the following ways:

- (i) Sell the personalty in a commercially reasonable manner;
- (ii) Store such personalty at the expense of its owner;
- (iii) Donate such personalty to a charitable organization; or
- (iv) Otherwise dispose of such personalty, provided that no such sale, storage, or donation shall occur until sixty (60) days after the Board complies with the following:
 - (A) The Board notifies the Owner in writing of:
 - (1) The identity and location of the personalty; and

(2) The Board's intent to so sell, store, donate, or dispose of the personalty. Notification shall be by certified mail, return receipt requested, to the Owner's address as shown by the records of the Association, or to an address designated by the Owner for the purpose of notification; or, if neither of these is available, to the Owner's last known address, if any; or

(B) If the identity or address of the Owner is unknown, the Board shall first advertise the sale, donation, or disposition at least once in a daily newspaper of general circulation within the City and County of Honolulu.

The proceeds of any sale or disposition of personalty as set forth above shall, after deduction of any accrued costs of mailing, advertising, storage, and sale, be held for the Owner for thirty (30) days, after which any proceeds not claimed shall become the property of the Association;

(u) Expending Association funds for necessary travel and per diem on behalf of the Board members, provided that all Apartment Owners are informed in advance and the expenses are approved by a majority of the Apartment Owners;

(v) Custody and control of all funds of the Association, maintenance of full and accurate books of account and records of such funds and preparation of regular financial reports thereof; and

(w) Delegation of its powers to committees, agents, officers, representatives and employees.

SECTION 6.2 **Employment of Managing Agent.** The Board of Directors shall employ a responsible managing agent duly registered with the Real Estate Commission of the State of Hawaii, subject at all times to direction by the Board with such powers and duties of the Board as shall be delegated by the Board. The compensation of the manager or managing agent shall be specified by the Board. Notwithstanding the foregoing, the Developer shall have the right to select the initial managing agent for the Project, subject, however, to the provisions of Section 514A-84 of the Act. The managing agent shall at all times comply with all of the requirements of the Act.

The managing agent shall have such powers and duties as may be necessary or proper in connection with (a) supervision of the immediate management and operation of the Project, (b) maintenance, repair, replacement and restoration of the common elements and any additions or alteration thereto, (c) the purchase (or leasing), maintenance and replacement of any equipment, (d) provision for service of all utilities to the buildings and the various Apartments, (e) employment, supervision and dismissal of such personnel as it deems necessary for the maintenance and operation of the Project, (f) conclusion of contracts with others for the furnishing of such services as it deems proper for the Project, (g) preparation of a proposed budget and schedule of assessments, (h) collection of all assessments and payment of all bills, (i)

purchase of such insurance and fidelity bonds as is contemplated by these Bylaws, (j) custody and control of all Association funds, (k) maintenance of books and records using generally accepted accounting principles, (l) preparation of financial reports and registration of the Association with the Hawaii Real Estate Commission, and (m) invest Association funds in financial instruments as permitted by law. The Board of Directors may in its discretion limit any of the powers herein granted to the managing agent or grant additional powers to the managing agent.

SECTION 6.3 Renting or Selling of Apartments by Association Employees.

An employee of the Association shall not engage in renting or selling Apartments in the Project except for Apartments owned by the Association, unless such activity is approved by an affirmative vote of sixty-five percent (65%) of the Apartment Owners.

SECTION 6.4 Rules and Regulations. The Developer shall initially adopt, and the Board of Directors shall thereafter adopt and amend, such Rules and Regulations as the Developer or the Board of Directors, as the case may be, may deem necessary or desirable governing the details of the operation and use of the common elements and certain details of the use of the Apartments, including, without limitation, such operation and use of the Apartments and the limited common elements as may affect the operation and use of the common elements. Such rules shall be binding upon the Apartment Owners, and all invitees, guests, employees and tenants of the Apartment Owners and all occupants of the Apartments, and shall be enforceable by the resident manager and the managing agent on behalf of the Board.

SECTION 6.5 Abatement and Enjoinment of Violations by Apartment Owners. The violation of any of the Rules and Regulations, the breach of any of these Bylaws or the breach of any provision of the Declaration shall give the Board the rights in addition to any other rights set forth in these Bylaws:

(a) To enter (by force, if necessary) the Apartment in which, or as to which, such violation or breach exists and summarily to abate any structure, thing or condition that may exist therein in violation of the Rules and Regulations, these Bylaws or the Declaration, and the Board shall not thereby be guilty of any trespass or be or become liable for any damage to the Apartment or any common elements caused by such entry, all costs of repairing any such damage being the sole responsibility of the defaulting Owner; provided, however, that notwithstanding the foregoing, the Board shall have such right of entry (forcible or otherwise) only in the instance where such violation or breach threatens an immediate, substantial and undeniable threat to life, limb or property of any Apartment Owner, member of his family, tenant, guest or invitee; or

(b) To enjoin, abate or remedy, by appropriate legal proceedings, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be paid by the defaulting Apartment Owner on demand.

SECTION 6.6 Association Funds; Handling and Disbursement.

(a) The funds in the general operating account of the Association shall not be commingled with funds of other activities such as lease rent collections and rental operations, if any, nor shall the managing agent, if any, commingle any Association funds with the managing agent's own funds.

(b) All funds collected by the Association, or by the managing agent for the Association, shall be:

(i) Deposited in a financial institution, including a federal or community credit union, located in the State of Hawaii and whose deposits are insured by an agency of the United States government;

(ii) Held by a corporation authorized to do business under Article 8 of Chapter 412 of the Hawaii Revised Statutes, as amended;

(iii) Held by the United States Treasury; or

(iv) Purchased in the name of and held for the benefit of the Association through a securities broker that is registered with the Securities and Exchange Commission, has an office in the State of Hawaii, and the accounts of which are held by member firms of the New York Stock Exchange or National Association of Securities Dealers and insured by the Securities Insurance Protection Corporation.

(c) All funds collected by the Association, or by the managing agent for the Association, shall be invested only in:

(i) Demand deposits, investment certificates, and certificates of deposit;

(ii) Obligations of the United States government, the State of Hawaii, or their respective agencies; provided that those obligations shall have stated maturity dates no more than ten (10) years after the purchase date unless approved otherwise by a majority vote of the Apartment Owners at an annual or special meeting of the Association or by written consent of a majority of the Apartment Owners; or

(iii) Mutual funds comprised solely of investments in the obligations of the United States government, the State of Hawaii, or their respective agencies; provided that those obligations shall have stated maturity dates no more than ten (10) years after the purchase date unless approved otherwise by a majority vote of the Apartment Owners at an annual or special meeting of the Association or by written consent of a majority of the Apartment Owners.

Notwithstanding anything herein to the contrary, before any investment longer than one (1) year is made by the Association, the Board must approve the action. In addition, the Board

must clearly disclose to Apartment Owners all investments longer than one (1) year at each year's annual Association meeting.

(d) The managing agent or the Board shall not transfer Association funds by telephone between accounts, including but not limited to the general operating account and reserve fund account.

(e) The managing agent shall keep and disburse funds collected on behalf of the Apartment Owners in strict compliance with any agreement made with the Apartment Owners, Chapter 467 of the Hawaii Revised Statutes, as amended, the rules of the Hawaii Real Estate Commission, and all other applicable laws.

(f) Any person who embezzles or knowingly misapplies Association funds received by the managing agent or the Association shall be guilty of a class C felony.

ARTICLE VII COMMON EXPENSES

SECTION 7.1 **Common Expenses Defined.** Common expenses means and includes all sums designated in the Declaration or in these Bylaws as common expenses, all sums incurred by or on behalf of the Board of Directors in the conduct and management of the affairs of the Association pursuant to the Declaration and these Bylaws, such amounts as the Board of Directors deems proper to maintain an adequate reserve fund for the operation and maintenance of the Project, including, without limitation, anticipated needs for working capital, capital improvements, and for replacements, repairs and contingencies, and such amounts as the Board of Directors deems proper to make up any deficit in the common expense assessments for any prior year. Without limiting the generality of the foregoing, common expenses shall include all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each Apartment and the common interest in the common elements appertaining thereto or the personal property or any other interest of the Owner), assessments, insurance (including fire and other casualty and liability insurance), costs of repair, reinstatement, rebuilding and replacement of the common elements (including those limited common elements which the Association is responsible to maintain and repair pursuant to the Declaration or these Bylaws), costs of landscaping, yard work and other similar services, wages, accounting and legal fees, management fees and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the common elements and the cost of all utility services (including water, electricity, gas, garbage disposal, telephone and any similar services) unless separately metered or sub-metered, in which case the amounts shall be charged to each Apartment and shall be payable by the Owner of such Apartment. The interest of any Apartment Owner in the reserves of the Association may not (except upon the termination of the Condominium Property Regime established by the Declaration) be withdrawn or assigned separately, but shall be deemed to be transferred automatically with each transfer of the Apartment, whether or not mentioned or described expressly in the transfer document.

SECTION 7.2 **Method of Determining and Collecting Common Expenses.** Except as otherwise provided in the Declaration or these Bylaws, each Apartment Owner shall

be liable for and pay a share of the common expenses, in proportion to the common interest appurtenant to his Apartment. Assessments of common expenses shall be payable in monthly installments on the first day of each month, or at such other times as shall be determined by the Board of Directors. The Developer shall fix the rate of the assessments of common expenses until such rate shall be redetermined by the Board of Directors. The Board of Directors shall annually fix the rate of assessments of common expenses and shall notify each Apartment Owner in writing of the amount of the assessments applicable to such Owner's Apartment not less than thirty (30) days in advance of the beginning of such annual assessment period. The Board of Directors may from time to time during any year increase the assessment rate or impose a special assessment, provided the Board of Directors shall notify each Apartment Owner in writing of such increase or special assessment not less than thirty (30) days before the effective date of such increase or assessment. Any portion of an Owner's assessments used or to be used by the Association for capital improvements or any other capital expenditure shall not be treated as income to the Association but shall be treated as a capital contribution by the Owners to the Association and shall be credited by the Association upon its books as paid-in-surplus.

SECTION 7.3 **Payment as Agent.** The Board will pay or cause to be paid, on behalf of the Owners, all common expenses. Each Owner, as principal, shall be liable for and pay his share, determined as provided in the Declaration and these Bylaws, of all common expenses; and the Board shall be responsible, as agent for each Owner, only to transmit the payments made by the Owner to third persons to whom such payments must be made by the Owner. The Board may require the managing agent to assist in its duties hereunder. The Board or the managing agent collecting the common expenses shall not be liable for payment of such common expenses as principal but only as the agent of all Owners to transmit said payments to third persons to whom such payments must be made by the Owners.

SECTION 7.4 **Budget and Reserves.** Subject to the Act and any further regulations adopted by the Real Estate Commission of the State of Hawaii:

(a) The Board of Directors shall prepare and adopt an annual operating budget and distribute it to the Apartment Owners. At a minimum, the budget shall include the following:

- (i) The estimated revenues and operating expenses of the Association;
- (ii) Information as to whether the budget has been prepared on a cash or accrual basis;
- (iii) The total replacement reserves of the Association as of the date of the budget;
- (iv) The estimated replacement reserves the Association will require to maintain the Project based on a reserve study performed by the Association;
- (v) A general explanation of how the estimated replacement reserves are computed;

(vi) The amount the Association must collect for the fiscal year to fund the estimated replacement reserves; and

(vii) Information as to whether the amount the Association must collect for the fiscal year to fund the estimated replacement reserves was calculated using a per cent funded or cash flow plan. The method or plan shall not circumvent the estimated replacement reserves amount determined by the reserve study pursuant to subsection (iv) above.

(b) The Association shall assess the Apartment Owners either to fund a minimum of fifty percent (50%) of the estimated replacement reserves or to fund one hundred percent (100%) of the estimated replacement reserves when using a cash flow plan; provided that the Association need not collect estimated replacement reserves until the fiscal year which begins after the Association's first annual meeting. For each fiscal year, the Association shall collect the amount assessed to fund the estimated replacement for that fiscal year reserves, as determined by the Association's plan, except that the Commission shall adopt rules to permit an association to fund in increments, over three years, estimated replacement reserves that have been substantially depleted by an emergency.

(c) The Association shall compute the estimated replacement reserves by a formula which is based on the estimated life and the estimated capital expenditure or major maintenance required for each part of the Project. The estimated replacement reserves shall include:

(i) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and

(ii) Separate, designated reserves for each part of the Project for which capital expenditures or major maintenance will exceed \$10,000. Parts of the Project for which capital expenditures or major maintenance will not exceed \$10,000 may be aggregated in a single designated reserve.

(d) Neither the Association nor any Apartment Owner, director, officer, managing agent, or employee of the Association who makes a good faith effort to calculate the estimated replacement reserves for the Association shall be liable if the estimate subsequently proves incorrect.

(e) The Board of Directors may not exceed its total adopted annual operating budget by more than twenty percent (20%) during the fiscal year to which the budget relates, except in emergency situations. Prior to the imposition or collection of an assessment under this section, the Board of Directors shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

(f) The requirements of this Section 7.4 shall override any requirements in the Declaration, these Bylaws, or any of the Association's other documents relating to preparation of

budgets, calculation of reserve requirements, assessment and funding of reserves, with the exception of:

- (i) any provisions relating to the repair and maintenance of property;
- (ii) any requirements in the Declaration, these Bylaws, or any of the Association's other documents which require the Association to collect more than fifty percent (50%) of reserve requirements; or
- (iii) any provisions relating to upgrading the common elements, such as additions, improvements, and alterations to the common elements.

(g) Subject to the procedures of Section 514A-94 of the Act and any rules adopted by the Commission, any Apartment Owner may enforce the Board's compliance with this Section 7.4 in the event the Board fails to so comply. In the event the Board has not prepared an annual operating budget and reserve study as required in this Section 7.4, the Board shall have the burden of proving it has complied with this Section 7.4 in any proceeding to enforce such compliance.

(h) As used in this section:

"Capital expenditure" means an expense that results from the purchase or replacement of an asset whose life is greater than one year, or the addition of an asset that extends the life of an existing asset for a period greater than one year.

"Cash flow plan" means a minimum twenty-year projection of the Association's future income and expense requirements to fund fully its replacement reserves requirements each year during that twenty-year period, except in an emergency; provided that it does not include a projection of special assessments or loans during that twenty-year period, except in an emergency.

"Emergency situation" means any of the following:

- (i) An extraordinary expense required by an order of a court;
- (ii) An extraordinary expense necessary to repair or maintain any part of the Project for which the Association is responsible where a threat to personal safety on the Project is discovered;
- (iii) An extraordinary expense necessary to repair any part of the Project for which the Association is responsible that could not have been reasonably foreseen by the Board of Directors in preparing and distributing the annual operating budget;
- (iv) An extraordinary expense necessary to respond to any legal or administrative proceeding brought against the Association that could not have been reasonably foreseen by the Board in preparing and distributing the annual operating budget; or

(v) An extraordinary expense necessary for the Association to obtain adequate insurance for the property which the Association must insure.

“Major maintenance” means an expenditure for maintenance or repair which will result in extending the life of an asset for a period greater than one year.

“Replacement reserves” means funds for the upkeep, repair, or replacement of those parts of the Project including, but not limited to roofs, walls, decks, paving, and equipment, which the Association is obligated to maintain.

SECTION 7.5 **Default in Payment of Assessments.** Each monthly (or other periodic) assessment and each special assessment shall be the separate, distinct and personal debt and obligation, as of the date of assessment, of the Owner against whom the same is assessed and, in the case of an Apartment owned by more than one person, shall be the joint and several obligation of such co-Owners. Any assessment not paid within ten (10) days after the due date thereof shall accrue interest at the rate of twelve percent (12%) per annum (subject, however, to applicable usury laws) from such due date until paid and shall be subject to the assessment of a late charge (which shall include, but may not be limited to, administrative costs to collect amounts due) in such amount as may be determined by the Board from time to time. The Board may adopt a schedule of priorities specifying the order in which amounts paid shall be applied to an Owner’s outstanding obligations to the Association, provided that such schedule shall be consistent with all provisions of the Act and any rules promulgated thereunder pertaining to the application of payments. All unpaid amounts of such assessments (or any other assessments provided for in the Declaration or these Bylaws) against any Apartment or Apartment Owner shall constitute a lien on such Apartment or such Owner’s Apartment prior to all other liens, except only (i) liens for taxes and assessments lawfully imposed by governmental authority against such Apartment (which by law have priority over the Association’s lien), and (ii) liens of any bona fide mortgage which was recorded prior to the recording of a notice of a lien by the Association. Such lien for an unpaid assessment may be foreclosed by suit or by non-judicial or power of sale foreclosure procedures set forth in chapter 667 of the Hawaii Revised Statutes (as amended), brought by the Board or by the managing agent on behalf of the Association, as provided by the Act in like manner as the foreclosure of a mortgage of real property, provided that ten (10) days prior written notice of intention to foreclose such lien shall be mailed by registered mail, postage prepaid, to the Owner of the Apartment to be foreclosed upon. In any such foreclosure, the Apartment Owner shall be required to pay a reasonable rental for the Apartment, and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect the same. Subject to the approval requirements of Section 6.1(r) of these Bylaws, the Board or the managing agent, acting on behalf of the Association, shall be entitled to bid on such Apartment at the foreclosure sale and to acquire, hold, lease, mortgage and convey such Apartment. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing such assessments.

In the event of a default or defaults in payment of any such assessment or assessments, and in addition to any other remedies the Board of Directors may have, the Board of Directors may enforce each such obligation as follows:

(a) By suit or suits at law to enforce such assessment obligation. Each such action must be authorized by a majority of the Board at a regular or special Board meeting, and any such suit may be instituted by the Board or the managing agent (if so authorized by the Board in writing), on behalf of the Association. Any judgment rendered in favor of the Association in any such action shall include reasonable attorneys' fees and costs. Upon full satisfaction of any such judgment, the Board shall authorize any two (2) members thereof or officers of the Association, acting in the name of the Board and the Association, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time after the occurrence of any such default, the Board or the managing agent may give a notice to the defaulting Apartment Owner stating the date and amount of the delinquency. If the delinquent amount is not paid within ten (10) days after delivery or mailing of such notice, the Board or the managing agent may record a notice of lien against the Apartment of such delinquent Apartment Owner. Any such notice of lien shall be signed and acknowledged by any two (2) or more members of the Board or officers of the Association, the attorney for the Association, or the managing agent. Irrespective of whether or not such a notice of lien is recorded, the Board shall have all remedies provided in these Bylaws, the Declaration and the Act on account of the occurrence of any such default. Each default shall constitute a separate basis for a notice of lien, but a single notice of lien may be filed with respect to more than one default.

(c) As an alternative to the foreclosure proceedings available under this Section 7.5 and in the Act, where an Apartment is owner-occupied, the Association may authorize the managing agent or the Board to terminate the delinquent Apartment's access to the common elements and cease supplying the delinquent Apartment with any and all services normally supplied or paid for by the Association, subject, however, to all of the notice and other procedural requirements set forth in section 514A-90 of the Act.

A certificate executed and acknowledged or made under penalty of perjury by any two (2) members of the Board or officers of the Association or the managing agent shall be conclusive upon the Association and the Owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any Owner shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his Apartment (or the fact that all assessments due are paid if such is the case) within fifteen (15) days after demand therefor and upon payment of a reasonable fee or service charge, in an amount fixed from time to time by the Board. If any notice of lien is filed as aforesaid and thereafter the Board receives payment in full of the amount claimed to be due and owing (including accrued interest, late fees and any costs of enforcement and/or attorneys' fees) then upon demand of the Apartment Owner and payment of a reasonable fee, the Board, acting by any two (2) members of the Board or officers of the Association or the managing Agent, shall execute, acknowledge and deliver to the Owner a release of lien, stating the date of the original notice of lien, the date, the filing data of the notice of lien and that the lien is fully satisfied, released and discharged.

SECTION 7.6 Assessment Disputes.

(a) No Apartment Owner shall withhold any assessment claimed by the Association. An Apartment Owner who disputes the amount of an assessment may request a written statement clearly indicating:

(i) The amount of common expenses included in the assessment, including the due date of each amount claimed;

(ii) The amount of any penalty, late fee, lien filing fee, and any other charge included in the assessment;

(iii) The amount of attorneys' fees and costs, if any, included in the assessment;

(iv) That under Hawaii law, an Apartment Owner has no right to withhold assessments for any reason;

(v) That an Apartment Owner has a right to demand mediation or arbitration to resolve disputes about the amount or validity of an Association's assessment, provided the Apartment Owner immediately pays the assessment in full and keeps assessments current; and

(vi) That payment in full of the assessment does not prevent the Apartment Owner from contesting the assessment or receiving a refund of amounts not owed.

Nothing in these Bylaws shall limit the rights of an Apartment Owner to the protection of all fair debt collection procedures mandated under federal and state law.

(b) An Apartment Owner who pays the Association the full amount claimed by the Association may file in small claims court or require the Association to mediate to resolve any disputes concerning the amount or validity of the Association's claim. If the Apartment Owner and the Association are unable to resolve the dispute through mediation, either party may file for arbitration under Section 10.8 of these Bylaws or part VII of the Act, whichever is applicable, provided that an Apartment Owner may only file for arbitration if all amounts claimed by the Association are paid in full on or before the date of filing. If the Apartment Owner fails to keep all Association assessments current during the arbitration, the Association may ask the arbitrator to temporarily suspend the arbitration proceedings. If the Apartment Owner pays all Association assessments within thirty days of the date of suspension, the Apartment Owner may ask the arbitrator to recommence the arbitration proceedings. If the Apartment Owner fails to pay all Association assessments by the end of the thirty day period, the Association may ask the arbitrator to dismiss the arbitration proceedings. The Apartment Owner shall be entitled to a refund of any amounts paid to the Association which are not owed.

SECTION 7.7 Waiver. The failure of the Board to insist in any one or more instances upon a strict performance of or compliance with any of the covenants of the Owner

hereunder or to exercise any right or option herein contained or to serve any notice or to institute any action or summary proceeding shall not be construed as a waiver or a relinquishment for the future, of such covenant, option or right, but such covenant, option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the Owner hereunder, with or without knowledge by the Board of the breach of any covenant hereof, shall not be deemed a waiver of such breach; and no waiver, express or implied, by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the President pursuant to authority contained in a resolution of the Board of Directors.

SECTION 7.8 Liability of Acquirer of Title on Foreclosure for Unpaid Common Expenses. Except as otherwise provided in section 514A-90(g) of the Act, where the Apartment mortgagee of a mortgage of record or other purchaser of an Apartment obtains title to the Apartment as a result of foreclosure on the mortgage, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to the Apartment which became due prior to the acquisition of title to the Apartment by the acquirer. The unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Apartment Owners, including the acquirer, his successors, and assigns. The acquirer shall be deemed to acquire title and shall be required to pay the Apartment's share of common expenses and assessments at the time specified in section 514A-90(b) of the Act.

SECTION 7.9 Joint and Several Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance the grantee under an Apartment Deed covering an Apartment is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantor or grantee is entitled to a statement from the managing agent or Board of Directors setting forth the amount of the unpaid assessments against the grantor, and except as to the amount of subsequently dishonored checks mentioned in such statement as having been received within the 30-day period immediately preceding the date of such statement, the grantee is not liable for, nor is the Apartment conveyed subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

SECTION 7.10 Waiver of Use of Common Elements; Abandonment of Apartment; Conveyance to Board of Directors. No Apartment Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his Apartment. Any Apartment Owner may, by conveying his Apartment and his common interest to the Board of Directors on behalf of all other Apartment Owners, exempt himself from common expenses thereafter accruing.

SECTION 7.11 Taxes and Assessments. Each Owner of an Apartment shall be obligated to have the real property taxes for such Apartment and its appurtenant interest in the common elements assessed separately by the proper governmental authority and to pay the amount of such real property taxes so determined. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each Apartment

and the common interest in the common elements appertaining thereto or the personal property or any other interest of the Owner. Each Owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such taxes and assessments. Each Owner shall be obligated to pay to the Board his proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire Project or any part of the common elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire Project or any part of the common elements, the Board may pay such taxes or assessments as part of the common expenses. Such assessments by the Board are secured by the lien created by Section 7.5 hereof.

SECTION 7.12 **Utility Expenses.** The cost of utility services to any Apartment or limited common element which are separately metered, sub-metered or check metered shall be payable by the Owner of such Apartment or the Owner(s) of the Apartment(s) to which such limited common element is appurtenant, payable directly to the utility company if a separate bill is rendered, or otherwise payable to the Association on demand. For all utility expenses not separately metered, sub-metered or check metered, the Board shall allocate a share of such utility expenses to each Apartment, based upon the Apartment's appurtenant undivided percentage interest in the common elements.

SECTION 7.13 **Collection from Tenant.** (a) If an Owner at any time rents or leases his Apartment and is in default for a period of thirty (30) days or more in the payment of the Apartment's share of the common expenses, the Board may, so long as such default continues, demand in writing and receive each month from any renter or lessee (hereinafter in this section referred to as "tenant") of the Owner occupying the Apartment an amount sufficient to pay all sums due from the Apartment Owner to the Association, including interest, if any, but the amount shall not exceed the tenant's rent due each month. The tenant's payment under this section shall discharge that amount of payment from the tenant's rent obligation, and any contractual provision to the contrary shall be void as a matter of law.

(b) Prior to taking any action under this section, the Board shall give to the delinquent Apartment Owner written notice of its intent to collect the rent owed. The notice shall:

- (i) Be sent both by first-class and certified mail;
- (ii) Set forth the exact amount the Association claims is due and owing by the Apartment Owner; and
- (iii) Indicate the intent of the Board to collect such amount from the rent, along with any other amounts that become due and remain unpaid.

(c) The Apartment Owner shall not take any retaliatory action against the tenant for payments made under this section.

(d) The payment of any portion of the Apartment's share of common expenses by the tenant pursuant to a written demand by the Board is a complete defense, to the extent of the

amount demanded and paid by the tenant, in an action for nonpayment of rent brought by the Apartment Owner against the tenant.

- (e) The Board may not demand payment from the tenant pursuant to this section if:
 - (i) A commissioner or receiver has been appointed to take charge of the premises pending a mortgage foreclosure;
 - (ii) A mortgagee is in possession pending a mortgage foreclosure; or
 - (iii) The tenant is served with a court order directing payment to a third party.

(f) In the event of any conflict between this section and any provision of chapter 521 of the Hawaii Revised Statutes (as amended), the conflict shall be resolved in favor of this section; provided that if the tenant is entitled to an offset of rent under chapter 521, the tenant may deduct the offset from the amount due to the Association, up to the limits stated in chapter 521. Nothing herein precludes the Apartment Owner or tenant from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed.

ARTICLE VIII MAINTENANCE, REPAIR, ALTERATION AND USE

SECTION 8.1 Maintenance and Repair of Apartments and Limited Common Elements.

(a) Except as otherwise provided herein or in the Declaration, each Owner of an Apartment shall, at the Owner's expense, keep the Apartment and all limited common elements appurtenant thereto, in good order, condition and repair and do such repainting and redecorating as may be necessary to maintain the good appearance and condition of the Apartment and limited common elements appurtenant thereto, and shall be liable for all loss or damage whatsoever caused by failure to perform any such work diligently, including, without limitation, damage to the common elements or to any other Apartment, or from a cause originating within the Owner's Apartment or from a fixture or appliance over which the Owner or occupant has sole control, and the amount of any applicable insurance deductible or co-payment, and in the case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by the Association in performing any such work authorized by the Board or the managing agent.

(b) Notwithstanding the foregoing, the Association shall be responsible for the maintenance and repair of:

- (i) the limited common elements appurtenant to all of the Residential Apartments as a group more particularly described in paragraph 5.4 of the Declaration; and
- (ii) the limited common elements appurtenant to the Commercial Apartment more particularly described in paragraphs 5.5(a) and (c) of the Declaration.

All costs and expenses of maintenance and repairs to the limited common elements described in paragraph 5.4 of the Declaration shall be paid by the Owners of the Residential Apartments, and each such Owner's share shall be determined by dividing the common interest appurtenant to such Owner's Residential Apartment by the aggregate common interests appurtenant to all Residential Apartments, and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common elements described in paragraph 5.4 of the Declaration. All costs and expenses of maintenance and repairs to the limited common elements described in paragraph 5.5 of the Declaration shall be paid by the Owner of the Commercial Apartment.

Notwithstanding the foregoing, in the event that one or more new commercial apartments and appurtenant limited common elements are added to the Project in accordance with the Developer's exercise of rights reserved to the Developer in paragraph 17.4 of the Declaration, all costs and expenses of maintenance and repairs to such new limited common elements shall be paid by the Owners of the new commercial apartment(s) to which such limited common elements are appurtenant. If new limited common elements are appurtenant to more than one new commercial apartment, or to new commercial apartments and the existing Commercial Apartment, then the share of each commercial apartment to which the limited common element is appurtenant shall be determined by dividing the common interest appurtenant to such commercial apartment by the aggregate common interests appurtenant to all of the commercial apartments to which the new limited common element is appurtenant and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common element.

SECTION 8.2 Maintenance and Repair of Common Elements. Except as otherwise provided herein or in the Declaration, all maintenance, repairs and replacements of the common elements shall be made only by or at the direction of the Board and be charged to all the Owners as a common expense; provided that (a) the costs of maintenance, repairs and replacements necessitated by the negligence, misuse or neglect of an identified Apartment Owner shall be charged to such Apartment Owner as a special assessment constituting a lien on such Owner's Apartment in accordance with Section 7.5 of Article VII hereof, and (b) all costs of maintenance, repair, replacement, additions and improvements to any limited common element shall be charged to the Owner(s) of the Apartment(s) to which such limited common element is appurtenant as a special assessment constituting a lien on such Apartment(s) in accordance with Section 7.5 of Article VII hereof.

SECTION 8.3 Alterations and Additions to Apartments and Limited Common Elements.

(a) The development and use of the Project are subject to the terms of the Hawaii Community Development Authority's Mauka Area Rules for the Kakaako Community Development District (the "Mauka Area Rules"). Accordingly, no alterations or additions to any Apartment or limited common element may be made that is prohibited by the Mauka Area Rules or by any special permits or agreements to which the development and/or use of the Project is subject.

(b) Subject to the provisions of the Declaration and the Act, the Mauka Area Rules and applicable zoning, and except as otherwise provided herein, no Owner of an Apartment shall, without the prior written approval of the Board, make any structural alterations in or additions to his Apartment or make any alterations in or additions to the exterior of his Apartment (including painting, altering or installing awnings, jalousies or screens) or to the common elements.

(c) Except as otherwise provided herein, in the Declaration or in the Mauka Area Rules, an Owner may make non-structural alterations and additions solely within his Apartment, or solely within a limited common element appurtenant to and for the exclusive use of his Apartment, at the Owner's sole cost and expense, provided that such alterations or additions do not affect any other Apartment or other common elements or change the exterior or appearance of the Project, and provided, further, that any building permit required for such alterations or additions is first duly obtained and filed with the Board and the proposed alteration or addition will not adversely affect the Project's insurance rating or premiums.

(d) No Apartment Owner shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the Building or protruding through the walls, windows or roofs thereof.

(e) No Apartment Owner shall, without the prior written approval of the Board, make any structural modifications, changes, additions or alterations to the Apartment's lanai or add any awnings, sunscreens, louvers, exhaust vents, wind baffles, drain, door, window, panel or otherwise partially or wholly enclose the lanai. The Board may withhold its approval based upon the terms of the Declaration, the terms of the Mauka Area Rules, the effect such proposed modifications, changes, additions or alterations may have on the appearance of the lanai and the Building, and based upon considerations of applicable zoning and requirements and the terms of any permits or authorizations pursuant to which the Project has been designed and constructed and any declarations of covenants or restrictions now or hereafter recorded against the Project in accordance with the requirements of such permits or authorizations.

(f) It is intended that the exterior of the Project present a uniform appearance. To effect that end, all interior window coverings (including curtains, drapes and screens of any kind) visible from outside of the Apartment shall include a backing of a type, color and appearance approved by the Board. In addition, Owners may not, without the prior written approval of the Board, apply any substance, material or process to the exterior or interior surfaces of the Apartment's windows that may alter the exterior color, appearance or reflectivity of the windows.

(g) To minimize ambient noise at the Project, and for the comfort and enjoyment of all Owners, an Apartment Owner who wishes to change the floor covering on any floor areas within the Apartment must first provide written evidence to the Board that the new floor covering will have underlying sound absorbent material capable of mitigating sound transmission with a minimum Impact Isolation Class rating of IIC-50 or such other rating as the

Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The Board shall have the right to require that any new floor covering installed without the Board's prior written approval shall be removed at the Apartment Owner's expense.

SECTION 8.4 Alteration of the Project.

(a) Except as otherwise provided herein or in the Declaration in connection with certain limited common elements, and except for the Developer's exercise of rights reserved to the Developer in paragraph 17.4 of the Declaration to add new commercial apartments and appurtenant limited common elements on certain common element areas of the Project, additions, alterations, repairs or improvements to the common elements of the Project may be made only by or at the direction of the Board of Directors; provided, however, that no such addition to or alteration of the common elements shall materially adversely affect the value of any Apartment in the Project that is not owned by the Developer, nor materially adversely affect the right of any Apartment Owner (other than the Developer) to use and enjoy his Apartment.

(b) Subject to the provisions of the Declaration and the Act, and except as otherwise provided herein or in the Declaration in connection with certain limited common elements, no Owner may, without the prior written approval of the Board, (i) make any alteration, addition, repair or improvement to his Apartment which may affect the common elements, or change the exterior appearance of the Project, or (ii) make any alteration, addition, repair or improvement to any of the common elements, including common elements within, encompassing or adjacent to his Apartment.

(c) Whenever in the judgment of the Board, the common or limited common elements shall require additions, alterations, repairs, replacements or improvements with a total cost of less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), the Board may proceed with such additions, alterations, repairs, replacements or improvements and shall assess the cost thereof as a common expense, except that the cost of any such work performed on any limited common elements shall be charged to the Owners of Apartments to which such limited common elements are appurtenant. Any additions, alterations, repairs or improvements costing in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) may be made by the Board only after obtaining approval of a majority of Apartment Owners; except that such approval shall not be required (i) for any repairs or replacements covered by available insurance proceeds held in the name of the Association, or (ii) for any additions, alterations, repairs, replacements or improvements required by law or to insure public health or safety, or (iii) in the event of an emergency threatening immediate and substantial damage to person or property, or (iv) for any additions, alterations, repairs, replacements or improvements anticipated in the Association's budget and for which reserve funds have been allocated in accordance with the requirements of these Bylaws, the Act and all applicable administrative rules relating to budgets and reserves for condominium property regimes. If such approval shall be obtained, the cost thereof shall constitute part of the common expense. The dollar amount set forth in this subsection may be increased or decreased from time to time by the vote or written consent of a majority of the Apartment Owners.

(d) Except as otherwise provided herein or in the Declaration, restoration or replacement of the Project or any building or other facility or construction or structural alteration or addition to any such structure different in any material respect from the Condominium Map, shall be undertaken by the Association or any Apartment Owner only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote or written consent of seventy-five percent (75%) of the Apartment Owners and accompanied by the written consent of the holders of all liens affecting any of the Apartments, and in accordance with complete plans and specifications therefore first approved in writing by the Board; and promptly upon completion of such restoration, replacement or construction, the Association shall duly record such amendment together with a complete set of floor plans reflecting such alteration certified by a registered architect or professional engineer to accurately depict the layout, location, apartment numbers and dimensions of the Apartments as built. Notwithstanding any provision in the Declaration or these Bylaws to the contrary, but expressly subject to the provisions of Section 8.3 above and Section 8.6 below, any alterations or additions solely within an Apartment or within a limited common element appurtenant to and for the exclusive use of an Apartment, shall require the written consent thereto, and the written approval of the Apartment Owner's plans therefor, by the holders of liens affecting such Apartment (if the lien holders require such approval) and any other Apartment Owner thereby directly affected, and such alterations or additions may be undertaken by recording an amendment to the Declaration and Condominium Map; provided, however, that upon obtaining such consents as are necessary, such amendment shall be executed and recorded by the Board without the further consent or approval of any other Apartment Owner, and all costs and expenses of drafting and recording such amendment shall be borne by the Owner of the altered Apartment or limited common element.

(e) Notwithstanding anything herein to the contrary, the Owner of any two or more adjacent Apartments separated by a common element wall may alter or remove all or portions of such wall if the structural integrity of the Building is not thereby affected and if the finish of the remaining common element(s) is restored to a condition substantially comparable to that of the common element prior to such alterations. Such alteration shall require only the written approval of the Board, including the Board's approval of the Owner's plans for such alteration, together with the approval of the holders of first mortgages on all Apartments affected by such alteration, and the approval of the appropriate agencies of the State of Hawaii and/or the City and County of Honolulu if such agencies so require. The Board's approval may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. Such alteration may be undertaken without an amendment to these Bylaws or to the Declaration or the filing of a complete set of floor plans of the Project as so altered. If, in the reasonable judgment of the Board, the alterations or additions are substantial in nature, the Board may require that the Owner of the Apartments affected provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Board, the Association and all Apartment Owners and their mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent Apartments, the Owner

of such Apartments shall be obligated to restore the intervening wall between the Apartments to substantially the same condition in which the wall existed prior to its alteration or removal.

SECTION 8.5 **Exemptions for Persons With Disabilities.** Notwithstanding anything to the contrary contained in these Bylaws, the Declaration or the Rules and Regulations, Owners with disabilities shall be permitted to make reasonable modifications to their Apartments and/or common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, these Bylaws or the Act), if such modifications are necessary to enable them to use and enjoy their Apartments and/or the common elements, as the case may be, provided that any Owner with a disability desiring to make such modifications shall make such request, in writing, to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required in order to consider such request, whichever shall last occur. Nothing contained in this Section 8.5 shall exempt an Owner from making all amendments to these Bylaws, the Declaration or the Condominium Map necessitated by any changes permitted under this Section.

SECTION 8.6 **Certain Work Prohibited.** Anything herein to the contrary notwithstanding, no Apartment Owner shall do any work which could jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, nor may any Apartment Owner add any material structure or excavate any basement or cellar without in every such case the consent of seventy-five percent (75%) of the Apartment Owners being first obtained, together with the consent of all Apartment Owners whose Apartments or limited common elements appurtenant thereto are directly affected; provided that nonmaterial structural additions to the common elements (as defined in Section 514A-89 of the Act), including, without limitation, the installation of solar energy devices (as defined in Section 514A-89 of the Act), or additions to or alterations of an Apartment made within such Apartment or within a limited common element appurtenant to and for the exclusive use of the Apartment, shall require approval only by the Board of Directors and such percentage, number, or group of Apartment Owners as may be required by the Declaration or these Bylaws.

SECTION 8.7 **Use.**

(a) Each Apartment in the Project shall be used only for the purposes set forth in the Declaration.

(b) All common elements of the Project shall be used only for their respective purposes as designed and as set forth in the Declaration, subject to:

(i) The right of the Board, upon the approval of the Owners of seventy-five percent (75%) of the common interest (except as otherwise provided in Section 8.8 below), to change the use of the common elements;

(ii) The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements which are not actually used by any of the Apartment Owners for an originally intended special purpose, as determined by the Board; provided that (except for any leases, licenses or other agreements entered into for the purposes authorized by Section 8.8 below) unless the approval of the Owners of seventy-five percent (75%) of the common interest is obtained, any such lease shall not have a term exceeding five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) days written notice;

(iii) The right of the Board to lease or otherwise use for the benefit of the Association those common elements not falling within subsection (ii) above, upon obtaining (A) (except as otherwise provided in Section 8.8 below) the approval of the Owners of seventy-five percent (75%) of the common interest, including all directly affected Owners and all Owners of Apartments to which such common elements are appurtenant in the case of limited common elements, and (B) the approval of all mortgagees of record on Apartments with respect to which Owner approval is required by subsection (A) above, if such lease or use would be in derogation of the interest of such mortgagees.

(c) No Apartment Owner shall make or permit to be made any noise by himself or his tenants, employees, guests, or invitees, which will unreasonably annoy or interfere with the rights, comfort or convenience of other Owners or occupants of the Project.

(d) Except as otherwise provided herein or in the Declaration in connection with certain limited common elements which the Association is obligated to maintain, every Apartment Owner and occupant shall at all times keep his Apartment and the limited common elements appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the Project.

(e) No garments, rugs or other objects shall be hung from windows or lanais, or over gates, railings, fences or walls of the Project, or anywhere else visible from the common or limited common elements or from adjoining properties. No rugs or other objects shall be dusted or shaken from windows or lanais or cleaned by beating or sweeping on any exterior part of the Project.

(f) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project outside of the trash chutes and other disposal facilities provided for such purpose.

(g) Nothing shall be allowed, done or kept in any Apartment or common element of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(h) No Apartment Owner or occupant shall place, store or maintain in or on walkways, driveways, stairways, ramps, hallways, corridors, lobbies or other access areas or

common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such walkways, driveways, stairways, ramps, hallways, corridors, lobbies or other access areas.

(i) No Apartment Owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his Apartment, the limited common elements appurtenant thereto or the Project, or alter or remove any furniture, furnishings or equipment of the common elements.

(j) It is intended that the exterior of the Project present a uniform appearance, and to effect that end the Apartment Owners hereby agree that the use of lanais for the open storage of boxes, equipment, supplies and materials or the displaying of signs of any sort or kind whatsoever is prohibited.

SECTION 8.8 Telecommunications Equipment. Notwithstanding any other provision to the contrary in the Act, the Declaration or these Bylaws:

(a) The Board shall have the authority to install or cause the installation of antennas, conduits, chases, cables, wires and other television signal distribution and telecommunications equipment upon the common elements of the Project; provided that the same shall not be installed upon any limited common element without the consent of the Owner or Owners of the Apartment or Apartments for the use of which the limited common element is reserved.

(b) The installation of antennas, conduits, chases, cables, wires and other television signal distribution and telecommunications equipment upon the common elements by the Board shall not be deemed to alter, impair, or diminish the common interest, elements, and easements appurtenant to each Apartment or to be a structural alteration or addition to any building different in any materials respect from the Condominium Map; provided that no such installation shall directly affect any nonconsenting Apartment Owner.

(c) The Board shall be authorized to abandon or change the use of any television signal distribution and telecommunications equipment due to technological or economic obsolescence or to provide an equivalent function by different means or methods.

(d) The abandonment or change of use of any television signal distribution or telecommunications equipment by the Board due to technological or economic obsolescence or to provide an equivalent function by different means or methods shall not be deemed to alter, impair or diminish the common interest, elements and easements appurtenant to each Apartment or to be a structural alteration or addition to any building different in any material respect from the Condominium Map.

(e) As used in this Section 8.8:

(i) "Directly affect" means the installation of television signal distribution and telecommunications equipment in a manner which would specially, personally and adversely affect an Apartment Owner in a manner not common to the Apartment Owners as a whole.

(ii) "Television signal distribution" and "telecommunications equipment" shall be construed in their broadest possible senses in order to encompass all present and future forms of communications technology.

ARTICLE IX MORTGAGES

SECTION 9.1 **Notice to Apartment Mortgagees.** All notices permitted or required to be given to an Apartment Owner pursuant to these Bylaws or the Declaration shall also be given to the Apartment mortgagees of such Apartment Owner if such Apartment mortgagees have delivered to the Board of Directors written request for such notices.

SECTION 9.2 **Notice to Board of Directors.** An Owner who mortgages his interest in an Apartment shall notify the Board of Directors of the name and address of his mortgagee and within ten (10) days after the recordation of the same shall provide the Board of Directors with a true copy of the mortgage as recorded in the Bureau. The Board of Directors shall maintain such documents in a book entitled "Mortgages of Apartments."

SECTION 9.3 **Mortgagee Protection.** Notwithstanding any provisions to the contrary contained herein:

(a) All taxes, assessments and charges which may become liens prior to a first mortgage of record on an Apartment in the Project under the laws of the State of Hawaii shall relate only to the individual Apartments and not to the Project as a whole.

(b) The Declaration and these Bylaws shall not give an Apartment Owner or any other party priority over any rights of mortgagees of Apartments pursuant to their mortgages in the case of a distribution to Apartment Owners of insurance proceeds or condemnation awards.

(c) No amendment to this Section 9.3 shall affect the rights of any Apartment mortgagee whose mortgage is recorded prior to the recordation of such amendment and who does not consent thereto.

(d) Any holder or insurer of a duly recorded first mortgage of an Apartment or any interest therein whose interest appears in the record of ownership of (or who has otherwise delivered a written request to) the Association shall be entitled to timely written notice of:

- (i) any proposed amendment to the Declaration or these Bylaws;
- (ii) any proposed termination of the Project;
- (iii) any actual or threatened condemnation or eminent domain proceeding affecting the Project or any portion thereof;

(iv) any default of any Apartment Owner whose Apartment is subject to such mortgage, if the default has not been cured within sixty (60) days;

(v) any significant damage or destruction to the common elements or to an Apartment covered by the first mortgage held or insured by such party;

(vi) any proposal to subdivide, encumber, sell or transfer the common elements or any part thereof; provided, however, that the granting of easements for public or private utilities or for public purposes consistent with the intended use of the common elements of the Project and the relocation of any easements appurtenant to the Project over other lands pursuant to the exercise of any right to relocate such easements by the Owner of such other lands shall not be deemed a transfer within the meaning of this clause;

(vii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(viii) any proposed action that requires the consent of a specified percentage of mortgage holders.

(e) Any holder or insurer of a duly recorded first mortgage of an Apartment or any interest therein whose interest appears in the record of ownership of (or who has otherwise delivered a written request to) the Association shall also be entitled to a copy of all pleadings filed in any lawsuit, administrative proceeding, or other action affecting the Project or any portion thereof, at such party's expense for reproduction costs and at such party's specific written request.

SECTION 9.4 **Release of Information.** The Board may provide any information available to it pertaining to an Apartment or the Project to the first mortgagee of such Apartment and such mortgagee may provide any information to the Board regarding the mortgagor, the mortgagor's loan and the status of such loan without liability to the Owner of the mortgaged Apartment.

SECTION 9.5 **Notification.** The Board shall give notification in writing to all holders of first mortgages on Apartments as shown in the Association's record of ownership or of which the Board has been given written notice, of any loss, or taking of, the common elements of the Project if such loss or taking exceeds TEN THOUSAND DOLLARS (\$10,000.00). The Board shall give notification in writing to the holder of a first mortgage on any Apartment as shown in the Association's record of ownership or of which the Board has been given written notice, of any loss, or taking of, such Apartment if such loss or taking exceeds ONE THOUSAND DOLLARS (\$1,000.00).

ARTICLE X GENERAL PROVISIONS

SECTION 10.1 **Right of Access.** The Board, the managing agent and any other person authorized by the Board (or, in case of an emergency, authorized by any Apartment

Owner) shall have a right of access to any Owner's Apartment for the purpose of making inspections or correcting any condition existing in an Apartment and threatening another Apartment or the common elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in an Apartment or elsewhere in the Project, provided that requests for entry shall be made in advance and any such entry shall be at a time reasonably convenient to the Owner; provided further, however, that in case of an emergency, no prior request for entry need be made and such right to enter shall be deemed granted and effective immediately, whether or not the Owner is present at the time. If the Apartment Owner has elected not to provide keys to the Apartment to the managing agent or resident manager and a forced entry is reasonably required in the event of an emergency, the Apartment Owner shall be solely liable for all costs and expenses arising in connection with such forced entry, including all costs of replacing or repairing any part of the Apartment or the common elements damaged by or in connection with the forced entry.

SECTION 10.2 Amendment.

(a) **Required Percent.** Except as to those amendments requiring the prior written approval of all of the eligible mortgage holders as hereinafter provided, these Bylaws may be amended in any respect consistent with law or the Declaration by affirmative vote of sixty-five percent (65%) of all Apartment Owners at any meeting of the Association duly called for such purpose or by written consent of sixty-five percent (65%) of all Apartment Owners, and shall be effective only upon the recording in the Bureau of an instrument setting forth such amendment duly executed by the authorized officers of the Association; provided that each one of the particulars set forth in subsection 514A-82(b) of the Act shall be embodied in these Bylaws always. Any proposed amendment to these Bylaws with the rationale for such proposal may be submitted by the Board or by a volunteer Apartment Owners' committee. If submitted by a volunteer Apartment Owners' committee, any proposed amendment to these Bylaws with the rationale for the proposal shall be accompanied by a petition signed by not less than twenty-five percent (25%) of the Apartment Owners whose names appear on the Association's list of members as provided in Section 10.9 of these Bylaws. The proposed amendments to these Bylaws, the rationale, and the ballots for voting on such amendments shall be mailed by the Board to the Apartment Owners at the common expense of the Association for vote or written consent without change within thirty (30) days of the receipt of the petition by the Board. The vote or written consent required to adopt the proposed amendments to these Bylaws shall be not less than sixty-five percent (65%) of all Apartment Owners; provided that the vote or written consent must be obtained within three hundred sixty-five (365) days after mailing for a proposed amendment to these Bylaws submitted by either the Board or a volunteer Apartment Owners' committee. If the proposed amendments to these Bylaws are duly adopted, then the Board shall cause the amendments to these Bylaws to be recorded in the Bureau. The volunteer Apartment Owners' committee shall be precluded from submitting a petition for proposed amendments to these Bylaws which are substantially similar to those which have been previously mailed to the Apartment Owners within one (1) year after the original petition was submitted to the Board. This Section 10.2(a) shall not preclude any Apartment Owner or voluntary Apartment Owners' committee from proposing any amendment to these Bylaws at any annual meeting of the Association.

(b) **Amendments Required by Law, Lenders, Title Insurers, Etc.** Any other provision of these Bylaws notwithstanding, for so long as the Developer retains any interest in an Apartment in the Project, the Developer shall have the right (but not the obligation) to amend these Bylaws, the Declaration (and the Condominium Map, if appropriate) without the consent or joinder of any Apartment Owner, lienholder or other person or entity, for the purpose of meeting any requirement imposed by (i) any applicable law, (ii) the Real Estate Commission of the State of Hawaii, (iii) any title insurance company issuing a title insurance policy on the Project or any of the Apartments, (iv) any institutional lender lending funds on the security of the Project or any of the Apartments, or (v) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to an Apartment or substantially change the design, location or size of an Apartment shall be made without the consent of all persons having an interest in such Apartment. Each and every party acquiring an interest in the Project, by such acquisition, consents to the amendments described in this subsection (and in subsection 18.2 of the Declaration) and agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same, and appoints the Developer and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties.

(c) **Consent of Eligible Mortgage Holders.** Amendments of a material nature to these Bylaws shall require the prior written approval of not less than fifty-one percent (51%) of the eligible mortgage holders. Further, any amendment which would allow any action to terminate the Condominium Property Regime created by the Declaration for reasons other than substantial destruction or condemnation shall require the prior written approval of not less than sixty-seven percent (67%) of the eligible mortgage holders. The term "amendments of a material nature" as used herein shall mean and refer to any changes to these Bylaws relating to those matters set forth in sections (a) through (n), inclusive, of paragraph 18.3 of the Declaration. Any other changes to these Bylaws shall not be considered as amendments of a material nature. The term "eligible mortgage holders" as used in these Bylaws shall mean and refer to eligible mortgage holders as defined in paragraph 18.3 of the Declaration. The term "fifty-one percent (51%) of the eligible mortgage holders" shall mean eligible mortgage holders representing at least fifty-one percent (51%) of the votes of the Apartments that are subject to mortgages held by the eligible mortgage holders.

In the event that an eligible mortgage holder fails to appear at a meeting of the Association at which amendments to the Bylaws are proposed and considered, or fails to file a written response with the Association within thirty (30) days after it receives proper notice of the proposed amendment, delivered by certified or registered mail with a "return receipt" requested, then and in any such event such amendments shall conclusively be deemed approved by such eligible mortgage holder.

(d) **Restatement of Bylaws.** Any other provision of these Bylaws notwithstanding, the Board, upon resolution duly adopted, shall have the authority as set forth in the Act to restate these Bylaws from time to time to set forth any prior amendments hereto, or to amend these Bylaws as required to conform with the provisions of the Act or any other statute, ordinance, rule or regulation enacted by any governmental authority.

SECTION 10.3 Condominium Documents for Board Members. The Association, at its own expense, shall provide all Board members with a current copy of the Declaration, Bylaws, Rules and Regulations, and annually, a copy of the Act with amendments.

SECTION 10.4 Meeting Minutes; Financial Statements; Examination.

(a) Minutes of meetings of the Board of Directors and Association shall be approved at the next succeeding meeting; provided that for Board of Directors meetings, no later than the second succeeding meeting.

(b) Minutes of all meetings shall be available within seven calendar days after approval and unapproved final drafts of the minutes of a meeting shall be available within sixty days after the meeting; provided that the minutes of any executive session may be withheld if their publication would defeat the lawful purpose of the executive session.

(c) The Association's most current financial statement and approved minutes of the Board of Directors' meetings shall be available to any Owner at no cost on twenty-four (24) hour loan, at a convenient location designated by the Board of Directors.

(d) Minutes of meetings of the Board of Directors and the Association for the current and prior year shall be available for examination by Apartment Owners and Apartment mortgagees at convenient hours at a place designated by the Board of Directors. Minutes of meetings shall include the recorded vote of each Board member on all motions except motions voted on in executive session. Copies of the minutes of the meetings of the Board and the Association shall be provided to any Apartment Owner upon such Owner's request provided that such Owner pay a reasonable fee for duplication, postage, stationery and other administrative costs associated with handling the request.

(e) Financial statements, general ledgers, the accounts receivable ledger, accounts payable ledgers, check ledgers, insurance policies, contracts and invoices of the Association for the current and prior year and delinquencies of ninety (90) days or more shall be available for examination by the Apartment Owners at convenient hours at a place designated by the Board; provided that:

(i) The Board may require the Apartment Owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or its members or both; and

(ii) The Apartment Owners pay for administrative costs in excess of eight hours per year.

Copies of these items shall be provided to any Apartment Owner upon such Owner's request, provided that such Owner pay a reasonable fee for duplicating, postage and stationery and other administrative costs associated with the handling of the request.

(f) The Apartment Owners shall also be permitted to view proxies, tally sheets, ballots, Apartment Owners' check-in lists and the certificates of election for a period of thirty (30) days following any meeting of the Association; provided that:

(i) The Board may require the Apartment Owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or its members or both; and

(ii) The Apartment Owners pay for administrative costs in excess of eight hours per year.

Proxies and ballots may be destroyed following the thirty-day period. Copies of tally sheets, Apartment Owners' check-in lists and the certificates of election from the most recent meeting of the Association shall be provided to any Apartment Owner upon such Owner's request, provided that such Owner pay a reasonable fee for duplicating, postage, stationery and other administrative costs associated with handling such request.

(g) Owners may file a written request with the Board to examine other documents. The Board shall give written authorization or written refusal with an explanation of the refusal within thirty (30) calendar days of receipt of the request.

SECTION 10.5 Availability of Project Documents. An accurate copy of the Declaration, these Bylaws, the Rules and Regulations, a sample original Apartment Deed, all public reports and any amendments thereto, shall be kept at the managing agent's office. The managing agent shall provide copies of those documents to Owners, prospective purchasers and their prospective agents during normal business hours, for which the managing agent shall charge a reasonable fee to defray any administrative or duplicating costs. In the event that the Project is not managed by a managing agent, the foregoing requirements shall be undertaken by a person or entity, if any, employed by the Association, to whom this function is delegated. Notwithstanding the foregoing, no Apartment Owner who requests legal or other information from the Association, the Board or the managing agent, shall be charged for the cost of providing such information unless the Association notifies the Apartment Owner that the Association intends to charge the Apartment Owner for the cost. The Association shall notify the Apartment Owner in writing at least ten (10) days prior to incurring the cost of providing such information, except that no prior notice shall be required to assess the cost of providing information on delinquent assessments or in connection with proceedings to enforce the law or the Association's governing documents. After being notified of the cost of providing such information, the Apartment Owner may withdraw the request, in writing. An Apartment Owner who withdraws a request for information shall not be charged for the cost of providing such information.

SECTION 10.6 Records; Examination; Disposal.

(a) The managing agent or Board of Directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The managing agent or Board of Directors shall also keep monthly statements indicating the total current delinquent dollar amount of any unpaid assessments for common expenses.

(b) All records and the vouchers authorizing the payments and statements shall be kept and maintained at the address of the Project or the office of the managing agent, or elsewhere within the State of Hawaii as determined by the Board of Directors and shall be available for inspection by the Directors, officers, Apartment Owners and Apartment mortgagees.

(c) Any managing agent employed or retained by the Association may dispose of the records of the Association which are more than five years old without liability if the managing agent first provides the Board of Directors with written notice of the managing agent's intent to dispose of the records if not retrieved by the Board within sixty days, which notice shall include an itemized list of the records which the managing agent intends to dispose of.

(d) No person shall knowingly make any false certificate, entry, or memorandum upon any of the books or records of the managing agent or the Association. No person shall knowingly alter, destroy, mutilate, or conceal any books or records of the managing agent or the Association.

SECTION 10.7 Animals. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any Apartment or any other part of the Project except as provided in the Rules and Regulations, as the same may be amended from time to time.

SECTION 10.8 Mediation/Arbitration of Disputes Concerning the Act, the Declaration, these Bylaws or the Rules and Regulations. If an Apartment Owner or the Board requests mediation of a dispute involving the interpretation or enforcement of the Declaration, these Bylaws, the Rules and Regulations or any other matter specified by Section 121.5 of the Act, the other party in such dispute shall be required to participate in mediation. Each party shall be wholly responsible for its own costs of participating in such mediation; unless at the end of the mediation process, both parties agree that one party shall pay all or a specified portion of the mediation costs. Thereafter, at the request of any party, any remaining unresolved controversy, shall be submitted to arbitration as provided by Section 514A-121 of the Act. Nothing in this section shall be interpreted to require the arbitration of any dispute which is either exempt from arbitration pursuant to Section 514A-121 of the Act or determined to be unsuitable for arbitration pursuant to Section 514A-122 of the Act.

SECTION 10.9 Membership List. The resident manager or managing agent or Board of Directors shall keep an accurate and current list of members of the Association and

their current addresses, the names and addresses of the vendees of any Apartment under an agreement of sale, if any, and the names and addresses of Apartment mortgagees, if any. The list shall be maintained at a place designated by the Board of Directors, and a copy shall be available, at cost, to any Apartment Owner, provided the Apartment Owner furnishes to the resident manager or managing agent or Board of Directors a duly executed and acknowledged affidavit stating that the list (a) will be used by such Owner personally and only for the purpose of soliciting votes or proxies or providing information to other Owners with respect to Association matters and (b) shall not be used by such Owner or furnished to anyone else for any other purpose.

Each Owner shall promptly record the Apartment Deed or other conveyance to him of his Apartment, and any mortgage of his interest in his Apartment, and file with the Board of Directors, through the managing agent, a recorded copy of the Apartment Deed or other conveyance document. Each vendor of an Apartment under an agreement of sale shall promptly record the agreement of sale and file a copy of such document with the Board of Directors. Each Apartment Owner, vendor, vendee and Apartment mortgagee shall promptly notify the Board of Directors of any changes in his or its address.

SECTION 10.10 Owners May Incorporate. All of the rights, powers, obligations and duties of the Association imposed hereunder may be exercised and enforced by a nonprofit membership corporation, formed under the laws of the State of Hawaii for the purposes herein set forth by the Association. The corporation shall be formed upon the written approval of a majority of the Apartment Owners. The formation of the corporation shall in no way alter the terms, covenants and conditions set forth herein and these Bylaws shall be adopted by the corporation as the bylaws thereof. The Articles of the corporation shall be subordinated hereto and controlled hereby. Any action taken by the corporation which is in violation of any of the terms, covenants or conditions contained herein, shall be void and of no effect.

SECTION 10.11 Notices. All notices to the Association shall be either mailed or delivered to the members of the Board of Directors at their respective addresses as shown on the membership list, or to such other address as the Board of Directors may designate by notice to all Owners and all Apartment mortgagees. Except as otherwise provided herein or as required by applicable law, all notices to any Owner shall be either mailed or delivered to him at his address as shown on the membership list. All notices to Apartment mortgagees shall be mailed to their respective addresses as shown on the membership list, or to such other addresses as designated by them by notice to the Board of Directors. All notices shall be in writing and service of such notice shall be deemed complete upon the earlier of the date of actual delivery or, if mailed, the third day after the date of mailing, except notices of addresses and changes of addresses, which shall be deemed to have been given when received.

SECTION 10.12 Captions. The captions of these Bylaws are inserted only as a matter of convenience and shall in no way define, limit or prescribe the scope of these Bylaws or the intent of any provision hereof.

SECTION 10.13 Pronouns. All pronouns used in these Bylaws include the male, female, and neuter genders and include the singular and plural numbers, as the case may be.

SECTION 10.14 Interpretation. The provisions of these Bylaws shall be liberally construed to effectuate the purpose of creating a uniform condominium project whereby the Owners of Apartments shall carry out and pay for the operation and maintenance of the Project as a mutually beneficial and efficient establishment.

SECTION 10.15 Severability. The provisions of these Bylaws shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.


SECTION 10.16 Changes in Law. In the event any change in the Act shall result in a conflict or inconsistency between the provisions of these Bylaws and the Act, the provisions of the Act shall prevail.

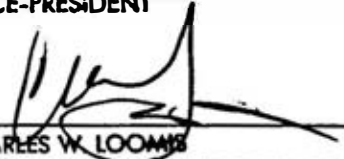
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IN WITNESS WHEREOF, the Developer has executed and adopted these Bylaws as of the 21st day of October, 2005.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By  _____
RICHARD B. STACK
Its VICE-PRESIDENT

By  _____
CHARLES W. LOOMIS
Its ASST. SECRETARY

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

On this 21ST day of OCTOBER, 2005, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, 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.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/06

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

On this 21ST day of OCTOBER, 2005, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, 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.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/06

EXHIBIT "A"

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 5716 to Piikoi Kamakee for Maria M. Cummins on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Land Patent (DPW) Grant Number 71 to Estrella M. Calhau, Royal Patent Grant Number 3182 to John Magoon, Royal Patent Grant Number 3183 to John Magoon and Deed: Territory of Hawaii to J. F. Bowler) situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, being LOT "A", being land bounded by Kawaihau Street, Emily Street, Queen Street and South Street, and thus bounded and described as per survey dated July 26, 1990, to-wit:

Beginning at an "→" cut in concrete sidewalk at the west corner of this parcel of land, being on the east side of the intersection of Queen Street and South Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,583.97 feet south and 3,046.52 feet west, thence running by azimuths measured clockwise from true South:

1. Along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

225° 10' 58.5" 17.42 feet to an "+" cut in concrete sidewalk;
2. 251° 00' 262.36 feet along the southeasterly side of South Street to an "→" cut in concrete sidewalk;
3. Thence along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

249° 08' 13" 58.39 feet to an "→" cut in concrete sidewalk;
4. Thence along the south corner of the intersection of South Street and Kawaihau Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

291° 53' 13" 28.09 feet to a spike;
5. 336° 30' 289.59 feet along the southwesterly side of Kawaihau Street to an "→" cut in concrete sidewalk;
6. Thence along the west corner of the intersection of Kawaihau Street and Emily Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

14° 11' 24.45 feet to a pipe;

7. 51° 52' 241.39 feet along the northwesterly side of Emily Street to an "→" cut in concrete sidewalk;

8. Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:
 - 98° 02' 15" 28.86 feet to an "→" cut in concrete sidewalk;

9. 144° 12' 30" 389.37 feet along the northeasterly side of Queen Street to a concrete nail;

10. Thence along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 25.00 feet, the azimuth and distance of the chord being:
 - 157° 17' 38" 11.32 feet to the point of beginning and containing an area of 117,340 square feet, more or less.

BEING THE PREMISES DESCRIBED IN QUITCLAIM DEED

GRANTOR : KAKAAKO M-P DEVELOPMENT, a Hawaii limited partnership

GRANTEE : A&B KAKAAKO LLC, a Hawaii limited liability company

DATED : August 25, 2004

RECORDED : Document No. 2004-173894

-- END OF EXHIBIT "A" --

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE July 26 2007 **TIME** 1:00 PM

DOCUMENT NO. 2007-133460

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 39

**AMENDMENT
OF
KEOLA LA'I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND
BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I
AND
CONDOMINIUM MAP NO. 4101**

THIS AMENDMENT (this "Amendment") is made this 17th day of July, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La'i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Declaration"), the Developer submitted the land described in the Declaration (the "Land") and all improvements thereon to a condominium property regime known as "Keola La'i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Concurrently with recordation of the Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La'i dated

October 21, 2005, recorded as Document No. 2005-217083 (the "Bylaws") and filed in the Bureau Condominium Map No. 4101 for the Project (the "Condominium Map").

3. The Project currently contains three hundred fifty-two (352) residential apartments (the "Residential Apartments") and one (1) commercial apartment (the "Commercial Apartment"), as more particularly described in the Declaration and as shown on the Condominium Map.

4. Paragraph 17 of the Declaration discloses that the Project is located within the Kakaako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA"). Paragraph 17.4 of the Declaration discloses that the Project is being developed subject to a planned development agreement (the "Planned Development Agreement") by and between the Developer and the HCDA.

5. In order to comply with the requirements of the Planned Development Agreement, the Developer reserved the unilateral right in paragraph 17.4 of the Declaration to add commercial apartments to the Project, and to allocate the common interest appurtenant to the original Commercial Apartment to all resulting commercial apartments, without affecting any of the common interests appurtenant to the Residential Apartments, and to designate certain common elements as limited common elements appurtenant to the resulting commercial apartments; provided, that no common elements that are actually used by Owners of the Residential Apartments or are designated as limited common elements appurtenant to any of the Residential Apartments shall be affected by these changes.

6. The HCDA now requires that the Developer exercise its reserved rights under paragraph 17.4 of the Declaration to add commercial space to the Project by creating additional commercial apartments.

7. Paragraph 17.4 of the Declaration reserves to the Developer the unilateral right to amend the Declaration, the Bylaws and the Condominium Map as may be necessary to make the additions and changes to the Project contemplated by paragraph 17.4 and the Planned Development Agreement, all without the joinder or consent of the Owner of any Apartment or any Apartment purchaser, lienholder or any other person or entity whatsoever, and the Developer now wishes to exercise its rights to so amend the Declaration, Bylaws and the Condominium Map, as herein set forth.

8. In conjunction with the exercise of its rights under paragraph 17.4 of the Declaration, the Developer, as the current owner of all of the Apartments and 100% of the common interests in the Project, also wishes to amend the Declaration to reflect the addition of three new limited common element parking stalls and the renumbering and reassignment of some of the limited common element parking stalls originally assigned to some of the Apartments, as hereinafter set forth.

NOW, THEREFORE, pursuant to the rights reserved to the Developer in the Declaration, the Developer hereby amends the Declaration, the Bylaws and the Condominium Map as follows:

II. AMENDMENTS.

A. Declaration. The Declaration is hereby amended as follows:

1. Paragraph 2 of the Declaration ("General Description of the Project") is hereby amended in all respects necessary or appropriate to reflect that the number of Commercial Apartments in the Project is increased from one (1) to four (4), and that the number of assigned limited common element parking stalls is increased from six hundred seventy-four (674) to six hundred seventy-seven (677), and that the number of unassigned common element parking stalls for guest parking is increased from twenty-three (23) to twenty-five (25). In all other respects paragraph 2 of the Declaration remains unchanged.

2. Paragraph 3.1 of the Declaration (under the general heading "The Apartments") is hereby amended in all respects necessary or appropriate to reflect that the number of freehold estates in the Apartments established by the Declaration is increased from three hundred fifty-three (353) to three hundred fifty-six (356) because of the addition of three new Commercial Apartments. In all other respects paragraph 3.1 of the Declaration remains unchanged.

3. Paragraph 3.3 of the Declaration (under the general heading "The Apartments") is hereby amended in its entirety to provide as follows:

3.3 The approximate areas of the Commercial Apartments set forth in Exhibit "C" are "net floor areas" based on measurements taken from the interior surfaces of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, and the like located within the perimeter walls. The areas of the Commercial Apartments set forth in Exhibit "C" are not exact but are approximations based on the floor plans of the unimproved Commercial Apartments. The interiors of the Commercial Apartments may be configured differently than shown on the Condominium Map and the aggregate floor areas of the various spaces comprising the Commercial Apartments as so configured may be less than the net floor areas of the Commercial Apartments set forth in Exhibit "C".

4. The words "The Commercial Apartment" in the second sentence of paragraph 3.4 of the Declaration (under the general heading "The Apartments") are hereby amended to read "Each Commercial Apartment".

5. Paragraph 3.6 of the Declaration (under the general heading "The Apartments") is hereby amended in its entirety to provide as follows:

3.6 Each Commercial Apartment shall be deemed to include: (i) all the walls and partitions which are not load-bearing within its perimeter walls, (ii) the interior decorated or finished surfaces of all walls, floors and ceilings, (iii) any doors and door frames in the perimeter walls, and (iv) all

fixtures originally installed therein. The Commercial Apartments shall not be deemed to include: (a) the undecorated or unfinished surfaces of the perimeter walls or the interior load-bearing walls, (b) the undecorated or unfinished surfaces of the floors and ceilings surrounding each Commercial Apartment, and (c) any pipes, shafts, wires, conduits or other utility or services lines running through a Commercial Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as hereinafter provided.

6. Paragraph 5.5 (under the general heading "Limited Common Elements") is hereby amended in its entirety to provide as follows:

5.5 The Commercial Apartments shall have appurtenant thereto the following limited common elements:

(a) Each Commercial Apartment shall have appurtenant thereto as a limited common element the parking stall(s) assigned exclusively to such Commercial Apartment as shown on Exhibit "C" attached hereto and made a part hereof;

(b) Commercial Apartment C1 shall have appurtenant thereto as a limited common element the out-door trellis-covered area adjacent to Commercial Apartment C1 and designated on the Condominium Map as "C1 LCE";

(c) Commercial Apartment C4 shall have appurtenant thereto as a limited common element the out-door trellis-covered area adjacent to Commercial Apartment C4 and designated on the Condominium Map as "C4 LCE";

(d) The Commercial Apartments, as a group, shall have appurtenant thereto as limited common elements:

(i) All of the parking stalls assigned to the Commercial Apartments as a group, as shown on Exhibit "C" attached hereto and made a part hereof, and the two (2) loading stalls described in Exhibit "C" and designated on the Condominium Map as "L104" and "L105";

(ii) All of the floor surface area of Parking Level 1 that includes the parking stalls assigned to the Commercial Apartments and that is used or intended to be used for pedestrian and/or vehicular ingress and egress to and from the Commercial Apartments and their assigned parking stalls, including ramps, driveways, stairways and walkways that provide pedestrian and/or vehicular access to or from or otherwise serve only the Commercial Apartments and/or their assigned parking stalls; and

(iii) Any parking kiosk, gate or other facility on Parking Level 1 and pertaining only to the Commercial Apartments and their assigned parking stalls; and

(iv) The two restrooms located adjacent to the eastern boundary of Commercial Apartment C3 as shown on the Condominium Map; and

(v) All mechanical, electric or other utility or service rooms and equipment providing or relating to the provision of electrical, air-conditioning, water and other utility service only to the Commercial Apartments and their other appurtenant limited common elements.

7. The last sentence of the first full paragraph of Exhibit "B" attached to the Declaration and made a part thereof is hereby amended in its entirety to provide as follows:

The Project also includes four (4) Commercial Apartments designated herein and on the Condominium Map as C1, C2, C3 and C4.

8. The second full paragraph of Exhibit "B" attached to the Declaration is hereby amended in its entirety to provide as follows:

The Residential Apartments are located on floors numbered 6 through 43, inclusive (there is no floor numbered 13) and the Commercial Apartments are located on Parking Level 1. Floors numbered 6 through 43 contain varying numbers and types of Residential Apartments, as shown on the Condominium Map.

9. The last paragraph of Exhibit "B" attached to the Declaration and the heading "COMMERCIAL APARTMENT" are hereby amended in their entirety to provide as follows:

COMMERCIAL APARTMENTS:

The Project contains four (4) Commercial Apartments designated herein and on the Condominium Map as C1, C2, C3 and C4. The Commercial Apartments each consist of one unfinished space located on Parking Level 1 of the Building. Commercial Apartment C1 contains a net floor area of approximately 447 square feet. Commercial Apartment C2 contains a net floor area of approximately 4,164 square feet. Commercial Apartment C3 contains a net floor area of approximately 3,482 square feet. Commercial Apartment C4 contains a net floor area of approximately 514 square feet. The boundaries of the Commercial Apartments are more particularly described in paragraph 3.6 of this Declaration.

10. Exhibit "C" attached to the Declaration and made a part thereof is hereby amended and replaced in its entirety by the revised Exhibit "C" attached to this Amendment.

11. The Declaration is hereby further amended in all respects necessary to conform the Declaration with the changes to the Project described in this Amendment.

B. **Bylaws.** The Bylaws are hereby amended as follows:

1. Section 4.2(c) of the Bylaws is hereby amended in its entirety to provide as follows:

(c) At all times following the Association's first meeting, and commencing upon the election of the first Board of Directors, one director shall be elected by and from among the Owners of the Commercial Apartments, and the remaining eight directors shall be elected by and from among the Owners of the Residential Apartments.

2. Section 4.3 of the Bylaws is hereby amended in its entirety to provide as follows:

SECTION 4.3 Method of Electing the Board. Election of Directors shall be by cumulative voting by secret ballot at each annual meeting of the Apartment Owners and any special meeting called for that purpose; provided, however, that at any meeting at which Directors are to be elected, the requirement that voting for Directors be by secret ballot may be waived by the vote of a majority of those persons present and entitled to vote at such meeting. Only the Owners of the Residential Apartments shall be entitled to vote for the election of directors to fill the seats available to Residential Apartment Owners and only the Owners of the Commercial Apartments shall be entitled to vote for the election of directors to fill the seat available to Commercial Apartment Owners.

3. Section 4.4 of the Bylaws is hereby amended in its entirety to provide as follows:

SECTION 4.4 Term of Office. At the first annual meeting of the Apartment Owners, the term of office of the three (3) directors from the Residential Apartments receiving the greatest number of votes shall be fixed at three (3) years, the term of office of the three (3) directors from the Residential Apartments receiving the next greatest numbers of votes shall be fixed at two (2) years, and the term of office of the two (2) directors from the Residential Apartments receiving the next greatest numbers of votes shall be fixed at one (1) year. The term of office of the one director from the Commercial Apartments shall be fixed at one (1) year. After the expiration of the term of office of each of the initial elected members, each successor member of the Board shall be elected to serve for a term of three (3) years. Each member of the Board shall continue to

exercise the powers and duties of the office until his successor shall have been elected by the Apartment Owners.

4. Section 4.5 of the Bylaws is hereby amended in its entirety to provide as follows:

SECTION 4.5 Removal of Directors. At any regular or special meeting of Apartment Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Residential Apartment Owners (in the case of the removal of a director elected by and from among the Residential Apartment Owners) or by a majority of the Commercial Apartment Owners (in the case of the removal of the director elected by and from among the Commercial Apartment Owners) and a successor shall then and there be elected for the remainder of the term to fill the vacancy thus created; provided, however, that an individual Director from the Residential Apartments shall not be removed (unless all of the members of the Board from the Residential Apartments are removed) if Residential Owners having sufficient votes to elect one Director by cumulative voting present at such meeting shall vote against his removal. A member of the Board of Directors whose removal is proposed by the Apartment Owners shall be given an opportunity to be heard at the meeting. If such removal and replacement is to occur at a special meeting, the call for such meeting shall be by the President or by a petition to the Secretary or managing agent signed by not less than twenty-five percent (25%) of the Apartment Owners as shown in the Association's record of ownership; provided that if the Secretary or managing agent does not send out the notices for the special meeting within fourteen (14) days of receipt of the petition, the petitioners shall have the authority to set the time, date and place for the special meeting and to send out notices for the special meeting in accordance with the requirements for notice contained herein. Except as otherwise provided in the Act, such meeting for the removal from office and replacement of Directors shall be scheduled, noticed and conducted in accordance with these Bylaws. In addition, if any elected Director (or replacement Director previously selected by the Board) shall fail to attend four (4) consecutive meetings of the Board for any reason, the Board, by a vote of a majority of the other members, may remove him and select a replacement to serve his unexpired term.

5. Section 8.1(b) of the Bylaws (including the two un-numbered paragraphs that immediately precede section 8.2 of the Bylaws) is hereby amended in its entirety to provide as follows:

(b) Notwithstanding the foregoing, the Association shall be responsible for the maintenance and repair of:

(i) the limited common elements appurtenant to all of the Residential Apartments as a group more particularly described in paragraph 5.4 of the Declaration; and

(ii) the limited common elements appurtenant to all of the Commercial Apartments as a group more particularly described in paragraphs 5.5(d)(i), (ii), (iv) and (v) of the Declaration.

All costs and expenses of maintenance and repairs to the limited common elements described in paragraph 5.4 of the Declaration shall be paid by the Owners of the Residential Apartments, and each such Owner's share shall be determined by dividing the common interest appurtenant to such Owner's Residential Apartment by the aggregate common interests appurtenant to all Residential Apartments, and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common elements described in paragraph 5.4 of the Declaration. All costs and expenses of maintenance and repairs to the limited common elements described in paragraphs 5.5(d)(i), (ii), (iv) and (v) of the Declaration shall be paid by the Owners of the Commercial Apartments, and each such Owner's share shall be determined by dividing the common interest appurtenant to such Owner's Commercial Apartment by the aggregate common interests appurtenant to all Commercial Apartments, and multiplying the resulting percentage by the aggregate costs and expenses arising in connection with the limited common elements described in paragraphs 5.5(d)(i), (ii), (iv) and (v) of the Declaration.

Notwithstanding the foregoing, in the event that one or more new commercial apartments and appurtenant limited common elements are added to the Project in accordance with the Developer's exercise of rights reserved to the Developer in paragraph 17.4 of the Declaration, all costs and expenses of maintenance and repairs to such new limited common elements shall be paid by the Owners of all of the commercial apartment(s) to which such limited common elements are appurtenant in accordance with the formula set forth in paragraph 6.3 of the Declaration.

6. The Bylaws are hereby further amended in all respects necessary to conform the Bylaws with the changes to the Project described in this Amendment.


C. **Condominium Map.** Condominium Map No. 4101 is hereby amended in its entirety and replaced with amended Condominium Map No. 4101 filed in the Bureau concurrently herewith and bearing the designation "Amended Condominium Map No. 4101" on the first sheet thereof. A reduced copy of Amended Condominium Map No. 4101 is attached to this Amendment following revised Exhibit "C". Also attached to this Amendment is a copy of an Architect's Certificate, the original of which is attached to the full-sized copy of Amended Condominium Map No. 4101 filed concurrently in the Bureau.

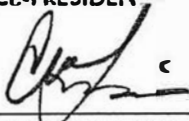
IN ALL OTHER RESPECTS the Declaration and Bylaws remain unchanged and the Declaration, Bylaws and Condominium Map, as herein amended, are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, A&B has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Land Court.

A&B KAKAAKO LLC, a Hawaii limited liability company

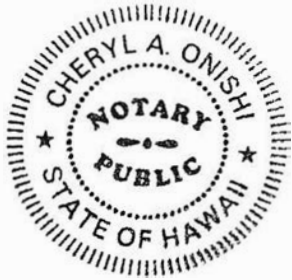
By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By  _____
RICHARD B. STACK
Its **VICE-PRESIDENT**

By  _____
CHARLES W. LOOMIS
Its **ASST. SECRETARY**

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

On this 13th day of July, 2007, before me personally appeared Richard B. Stack, to me personally known, who, being by me duly sworn or affirmed, 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.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

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

On this 13th day of July, 2007, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, 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.



Cheryl A. Onishi
CHERYL A. ONISHI
Notary Public, State of Hawaii

My commission expires: APR 17 2009

EXHIBIT "C"

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
601	1CM	686	--	5039*	0.1964%
602	1CO	673	--	5038*	0.1927%
603	2OA	876	--	4144*	0.2508%
604	1M	672	--	4124*	0.1924%
605	2OB	881	--	4143*	0.2522%
606	2CEA	780	--	4142*	0.2233%
607	2OB-R	881	--	4131*	0.2522%
608	2CEB	785	--	4116*	0.2248%
609	1M-R	672	--	4123*	0.1924%
610	2OA-R	876	--	4117*	0.2508%
611	1CO-R	673	--	5046*	0.1927%
612	1CM-R	686	--	4122*	0.1964%
701	1CM	686	--	5047*	0.1964%
702	1CO	673	--	5089*	0.1927%
703	2OA	876	--	4130*	0.2508%
704	1M	672	--	4125*	0.1924%
705	2OB	881	--	4129*	0.2522%
706	2CEA	780	--	4128*	0.2233%
707	2OB-R	881	--	4132*	0.2522%
708	2CEB	785	--	4133*	0.2248%
709	1M-R	672	--	4126*	0.1924%
710	2OA-R	876	--	4127*	0.2508%
711	1CO-R	673	--	5088*	0.1927%
712	1CM-R	686	--	4121*	0.1964%
801	1CM	686	--	5087*	0.1964%
802	1CO	673	--	5086*	0.1927%
803	2OA	876	--	4141*	0.2508%
804	1M	672	--	5048*	0.1924%
805	2OB	881	--	4118*	0.2522%
806	2CEA	780	--	4119*	0.2233%
807	2OB-R	881	--	4120*	0.2522%
808	2CEB	785	--	4140*	0.2248%
809	1M-R	672	--	4137*	0.1924%
810	2OA-R	876	--	4134*	0.2508%
811	1CO-R	673	--	5049*	0.1927%
812	1CM-R	686	--	4136*	0.1964%
901	1CM	686	--	5078*	0.1964%
902	1CO	673	--	5074*	0.1927%
903	2OA	876	--	4139*	0.2508%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
904	1M	672	--	5060*	0.1924%
905	2OB	881	--	4138*	0.2522%
906	2CEA	780	--	4135*	0.2233%
907	2OB-R	881	--	C5009*	0.2522%
908	2CEB	785	--	C5012*	0.2248%
909	1M-R	672	--	C5011*	0.1924%
910	2OA-R	876	--	C5010*	0.2508%
911	1CO-R	673	--	3138	0.1927%
912	1CM-R	686	--	C5008*	0.1964%
1001	1CM	686	--	5084*	0.1964%
1002	1CO	673	--	4047	0.1927%
1003	2OA	876	--	5098*	0.2508%
1004	1M	672	--	5101*	0.1924%
1005	2OB	881	--	5007*	0.2522%
1006	2CEA	780	--	5091*	0.2233%
1007	2OB-R	881	--	C5090*	0.2522%
1008	2CEB	785	--	5058*	0.2248%
1009	1M-R	672	--	C5059*	0.1924%
1010	2OA-R	876	--	5097*	0.2508%
1011	1CO-R	673	--	5109*	0.1927%
1012	1CM-R	686	--	5108*	0.1964%
1101	1CM	686	--	5073*	0.1964%
1102	1CO	673	--	5051	0.1927%
1103	2O	1,022	--	5082*, 5083*	0.2926%
1104	2MA	953	--	(See Special Note Below)	0.2729%
1105	2O-R	1,022	--	5003*, 5004*	0.2926%
1106	2O	1,022	--	5005*, 5006*	0.2926%
1107	2E	1,045	--	5096*	0.2992%
1108	2MB	934	--	5095*	0.2674%
1109	2O-R	1,022	--	5099*, 5100*	0.2926%
1110	1CO-R	673	--	5075*	0.1927%
1111	1CM-R	686	--	5107*	0.1964%
1201	1CM	686	--	5106*	0.1964%
1202	1CO	673	--	5105*	0.1927%
1203	2O	1,022	--	5061*, 5062*	0.2926%
1204	2MA	953	--	T5065, T5066*	0.2729%
1205	2O-R	1,022	--	5110*, 5111*	0.2926%
1206	2O	1,022	--	5063*, C5064*	0.2926%
1207	2E	1,045	--	5094*	0.2992%
1208	2MB	934	--	5093*	0.2674%

Apartment Number	Apartment Type	**Approx. Apt. Area in Square Feet	Approx. Lanai Area in Square Feet	Assigned Parking Stalls	Common Interest
1209	2O-R	1,022	--	5112*, C5113*	0.2926%
1210	1CO-R	673	--	5104*	0.1927%
1211	1CM-R	686	--	5103*	0.1964%
1401	1CM	686	--	5102*	0.1964%
1402	1CO	673	--	C5053	0.1927%
1403	2O	1,022	--	5052, 5037*	0.2926%
1404	2MA	953	--	5019*, 5020*	0.2729%
1405	2O-R	1,022	--	T5067, T5068*	0.2926%
1406	2O	1,022	--	T5069, T5070*	0.2926%
1407	2E	1,045	--	5092*	0.2992%
1408	2MB	934	--	5044*	0.2674%
1409	2O-R	1,022	--	T5071, T5072*	0.2926%
1410	1CO-R	673	--	5021*	0.1927%
1411	1CM-R	686	--	5022*	0.1964%
1501	3C	1,402	96	2092, 2093	0.4014%
1502	2O	1,022	--	T5079, T5080*	0.2926%
1503	2MA	953	--	5076*, 5077*	0.2729%
1504	2O-R	1,022	--	5054, 5055	0.2926%
1505	2O	1,022	--	5023*, 5024*	0.2926%
1506	2E	1,045	--	5015*	0.2992%
1507	2MB	934	--	5014*	0.2674%
1508	2O-R	1,022	--	5025*, 5026*	0.2926%
1509	3C-R	1,402	96	C2030, 2031	0.4014%
1601	1CM	686	--	5050	0.1964%
1602	1CO	673	--	3114	0.1927%
1603	2O	1,022	--	5027*, 5028*	0.2926%
1604	2MA	953	--	5029*, 5030*	0.2729%
1605	2O-R	1,022	--	5031*, 5032*	0.2926%
1606	2O	1,022	--	5033*, 5034*	0.2926%
1607	2E	1,045	--	5013*	0.2992%
1608	2MB	934	--	5016*	0.2674%
1609	2O-R	1,022	--	T4078, T4079	0.2926%
1610	1CO-R	673	--	2152	0.1927%
1611	1CM-R	686	--	5085*	0.1964%
1701	1CM	686	--	4091*	0.1964%
1702	1CO	673	--	3137	0.1927%
1703	2O	1,022	--	T4076, T4077	0.2926%
1704	2MA	953	--	2062, C2063	0.2729%
1705	2O-R	1,022	--	C4055, 4056	0.2926%
1706	2O	1,022	--	2160, 2159	0.2926%

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1707	2E	1,045	--	5017*	0.2992%
1708	2MB	934	--	5018*	0.2674%
1709	2O-R	1,022	--	T4074, T4075	0.2926%
1710	1CO-R	673	--	A3051	0.1927%
1711	1CM-R	686	--	2158	0.1964%
1801	1CM	686	--	3127	0.1964%
1802	1CO	673	--	3130	0.1927%
1803	2O	1,022	--	T4072, T4073	0.2926%
1804	2MA	953	--	C2100, 2101	0.2729%
1805	2O-R	1,022	--	T4064, T4065	0.2926%
1806	2O	1,022	--	T2129, T2130	0.2926%
1807	2E	1,045	--	3096, C3097	0.2992%
1808	2MB	934	--	5057*	0.2674%
1809	2O-R	1,022	--	T2122, T2123	0.2926%
1810	1CO-R	673	--	4071	0.1927%
1811	1CM-R	686	--	3120	0.1964%
1901	1CM	686	--	3003	0.1964%
1902	1CO	673	--	4013	0.1927%
1903	2O-SL	993	86	2156, 2155	0.2843%
1904	2MA	953	--	2024, C2025	0.2729%
1905	2O-SL-R	993	86	2150, 2151	0.2843%
1906	2O-SL	993	86	2153, 2154	0.2843%
1907	2E	1,045	--	3125, 3126	0.2992%
1908	2MB	934	--	5056*	0.2674%
1909	2O-SL-R	993	86	3128, 3129	0.2843%
1910	1CO-R	673	--	4007	0.1927%
1911	1CM-R	686	--	4004	0.1964%
2001	1CM	686	--	2015	0.1964%
2002	1CO	673	--	2010	0.1927%
2003	2O-SL	993	86	3139, 3140	0.2843%
2004	2MA	953	--	T2115, T2116	0.2729%
2005	2O-SL-R	993	86	3135, 3136	0.2843%
2006	2O-SL	993	86	3133, 3134	0.2843%
2007	2E	1,045	--	3131, 3132	0.2992%
2008	2MB	934	--	5043*	0.2674%
2009	2O-SL-R	993	86	3112, 3113	0.2843%
2010	1CO-R	673	--	2086	0.1927%
2011	1CM-R	686	--	2073	0.1964%
2101	1CM	686	--	4089	0.1964%
2102	1CO	673	--	C1086	0.1927%

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2103	2O-SL	993	86	3115, 3116	0.2843%
2104	2MA	953	--	T2124, T2125	0.2729%
2105	2O-SL-R	993	86	3118, 3119	0.2843%
2106	2O-SL	993	86	3123, 3124	0.2843%
2107	2E	1045	--	3121, 3122	0.2992%
2108	2MB	934	--	5042*	0.2674%
2109	2O-SL-R	993	86	2148, 2149	0.2843%
2110	1CO-R	673	--	4054	0.1927%
2111	1CM-R	686	--	3039	0.1964%
2201	3C	1,402	96	A1025, 1087	0.4014%
2202	2O-SL	993	86	4015, 4014	0.2843%
2203	2MA	953	--	4006, 4005	0.2729%
2204	2O-SL-R	993	86	4003, 4002	0.2843%
2205	2O-SL	993	86	2020, 2021	0.2843%
2206	2E	1,045	--	2008, 2009	0.2992%
2207	2MB	934	--	5041*	0.2674%
2208	2O-SL-R	993	86	T3076, T3077	0.2843%
2209	3C-R	1,402	96	2032, 2033	0.4014%
2301	3C	1,402	96	2035, 2036	0.4014%
2302	2O	1,022	--	2018, 2019	0.2926%
2303	2MA	953	--	2016, 2017	0.2729%
2304	2O-R	1,022	--	2005, 2006	0.2926%
2305	2O	1,022	--	2003, 2004	0.2926%
2306	2E	1,045	--	C3106, 3107	0.2992%
2307	2MB	934	--	5040*	0.2674%
2308	2O-R	1,022	--	3108, 3109	0.2926%
2309	3C-R	1,402	96	3080, A1026	0.4014%
2401	3C	1,402	96	1089, 1090	0.4014%
2402	2O	1,022	--	3110, 3111	0.2926%
2403	2MA	953	--	3001, 3002	0.2729%
2404	2O-R	1,022	--	3004, 3005	0.2926%
2405	2O	1,022	--	3094, 3095	0.2926%
2406	2E	1,045	--	4096, 4097	0.2992%
2407	2MB	934	--	5045*	0.2674%
2408	2O-R	1,022	--	4092, 4093	0.2926%
2409	3C-R	1,402	96	3078, 3079	0.4014%
2501	3C	1,402	96	1039, 1040	0.4014%
2502	2O	1,022	--	4095, 4094	0.2926%
2503	2MA	953	--	4085, 4086	0.2729%
2504	2O-R	1,022	--	4098, 4099	0.2926%

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2505	2O	1,022	--	4100, 4101	0.2926%
2506	2E	1,045	--	4102, 4103	0.2992%
2507	2MB	934	--	4104, 4105	0.2674%
2508	2O-R	1,022	--	4106, 4107	0.2926%
2509	3C-R	1,402	96	1069, 1070	0.4014%
2601	1CM	686	--	3058	0.1964%
2602	1CO	673	--	1041	0.1927%
2603	2O	1,022	--	4108, 4109	0.2926%
2604	2MA	953	--	4110, 4111	0.2729%
2605	2O-R	1,022	--	4112, 4113	0.2926%
2606	2O	1,022	--	4114, C4115	0.2926%
2607	2E	1,045	--	2074, 2075	0.2992%
2608	2MB	934	--	C3012, 3013	0.2674%
2609	2O-R	1,022	--	2076, 2077	0.2926%
2610	1CO-R	673	--	1088	0.1927%
2611	1CM-R	686	--	1058	0.1964%
2701	3C	1,402	96	1071, 1072	0.4014%
2702	2O-SL	993	86	2078, 2079	0.2843%
2703	2MA	953	--	2080, 2081	0.2729%
2704	2O-SL-R	993	86	2082, 2083	0.2843%
2705	2O-SL	993	86	2084, 2085	0.2843%
2706	2E	1,045	--	1013, C1014	0.2992%
2707	2MB	934	--	2139, 2140	0.2674%
2708	2O-SL-R	993	86	2141, 2142	0.2843%
2709	3C-R	1,402	96	1061, 1062	0.4014%
2801	3C	1,402	96	3037, 3038	0.4014%
2802	2O-SL	993	86	2143, 2144	0.2843%
2803	2MA	953	--	2145, 2146	0.2729%
2804	2O-SL-R	993	86	3028, C3029	0.2843%
2805	2O-SL	993	86	3088, 3089	0.2843%
2806	2E	1,045	--	C3033, 3034	0.2992%
2807	2MB	934	--	3090, 3091	0.2674%
2808	2O-SL-R	993	86	3092, 3093	0.2843%
2809	3C-R	1,402	96	3035, 3036	0.4014%
2901	3C	1,402	96	3040, 3041	0.4014%
2902	2O-SL	993	86	3015, 3014	0.2843%
2903	2MA	953	--	1005, 1006	0.2729%
2904	2O-SL-R	993	86	3104, C3105	0.2843%
2905	2O-SL	993	86	3016, 3017	0.2843%
2906	2E	1,045	--	3100, 3101	0.2992%

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2907	2MB	934	--	3102, 3103	0.2674%
2908	2O-SL-R	993	86	1001, 1002	0.2843%
2909	3C-R	1,402	96	3055, 3056	0.4014%
3001	3C	1,402	96	1056, 1057	0.4014%
3002	2O-SL	993	86	1044, 1045	0.2843%
3003	2MA	953	--	1046, 1047	0.2729%
3004	2O-SL-R	993	86	1048, 1049	0.2843%
3005	2O-SL	993	86	1011, 1012	0.2843%
3006	2E	1,045	--	3082, C3083	0.2992%
3007	2MB	934	--	1052, 1053	0.2674%
3008	2O-SL-R	993	86	1054, 1055	0.2843%
3009	3C-R	1,402	96	3020, 3021	0.4014%
3101	3C	1,402	96	3022, 3023	0.4014%
3102	2O	1,022	--	4028, C4029	0.2926%
3103	2MA	953	--	C4087, 4088	0.2729%
3104	2O-R	1,022	--	1003, 1004	0.2926%
3105	2O	1,022	--	4036, 4037	0.2926%
3106	2E	1,045	--	C3042, 3043	0.2992%
3107	2MB	934	--	4041, C4042	0.2674%
3108	2O-R	1,022	--	4083, 4084	0.2926%
3109	3C-R	1,402	96	3044, 3045	0.4014%
3201	3C	1,402	96	3031, 3032	0.4014%
3202	2O-RL	1,022	116	3098, 3099	0.2926%
3203	2MA	953	--	4057, 4058	0.2729%
3204	2O-R	1,022	--	4018, 4019	0.2926%
3205	2O	1,022	--	4048, 4049	0.2926%
3206	2E	1,045	--	4022, 4023	0.2992%
3207	2MB	934	--	4052, 4053	0.2674%
3208	2O-RL-R	1,022	116	4061, 4062	0.2926%
3209	3C-R	1,402	96	1073, 1074	0.4014%
3301	3C	1,402	96	1037, 1038	0.4014%
3302	2O-RL	1,022	116	4059, C4060	0.2926%
3303	2MA	953	--	4020, C4021	0.2729%
3304	2O-R	1,022	--	C4024, 4025	0.2926%
3305	2O	1,022	--	C4026, 4027	0.2926%
3306	2E	1,045	--	4043, 4044	0.2992%
3307	2MB	934	--	4031, 4032	0.2674%
3308	2O-RL-R	1,022	116	4045, 4046	0.2926%
3309	3C-R	1,402	96	1084, 1085	0.4014%
3401	3C	1,402	96	3024, 3025	0.4014%

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3402	2O-RL	1,022	116	4038, 4039	0.2926%
3403	2MA	953	--	4034, 4035	0.2729%
3404	2O-R	1,022	--	2071, 2072	0.2926%
3405	2O	1,022	--	2137, 2138	0.2926%
3406	2E	1,045	--	C2067, 2068	0.2992%
3407	2MB	934	--	2133, 2134	0.2674%
3408	2O-RL-R	1,022	116	2131, 2132	0.2926%
3409	3C-R	1,402	96	1015, 1016	0.4014%
3501	3C	1,402	96	3006, 3007	0.4014%
3502	2O-RL	1,022	116	2088, 2089	0.2926%
3503	2MA	953	--	C1080, 1081	0.2729%
3504	2O-LL-R	1,022	58	2069, 2070	0.2926%
3505	2O-LL	1,022	58	2090, 2091	0.2926%
3506	2E	1,045	--	2135, 2136	0.2992%
3507	2MB	934	--	C1035, 1036	0.2674%
3508	2O-RL-R	1,022	116	2065, 2066	0.2926%
3509	3C-R	1,402	96	3026, 3027	0.4014%
3601	3C	1,402	96	3074, 3075	0.4014%
3602	2O-RL	1,022	116	2001, 2002	0.2926%
3603	2MA	953	--	3046, 3047	0.2729%
3604	2O-LL-R	1,022	58	2109, 2110	0.2926%
3605	2O-LL	1,022	58	2107, 2108	0.2926%
3606	2E	1,045	--	C1021, 1022	0.2992%
3607	2MB	934	--	1031, C1032	0.2674%
3608	2O-RL-R	1,022	116	2104, 2105	0.2926%
3609	3C-R	1,402	96	3049, 3048	0.4014%
3701	3C	1,402	96	1017, 1018	0.4014%
3702	2O-RL	1,022	116	2102, 2103	0.2926%
3703	2MA	953	--	2022, 2023	0.2729%
3704	2O-LL-R	1,022	58	3084, 3085	0.2926%
3705	2O-LL	1,022	58	2026, 2027	0.2926%
3706	2E	1,045	--	2028, 2029	0.2992%
3707	2MB	934	--	3059, 3060	0.2674%
3708	2O-RL-R	1,022	116	3061, C3062	0.2926%
3709	3C-R	1,402	96	1033, 1034	0.4014%
3801	3C	1,402	96	1075, 1076	0.4014%
3802	2O-RL	1,022	116	4063, 4066	0.2926%
3803	2MA	953	--	4067, 4068	0.2729%
3804	2O-LL-R	1,022	58	4069, 4070	0.2926%
3805	2O-LL	1,022	58	2113, 2114	0.2926%

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3806	2E	1,045	--	2118, 2119	0.2992%
3807	2MB	934	--	2120, 2121	0.2674%
3808	2O-RL-R	1,022	116	2126, 2127	0.2926%
3809	3C-R	1,402	96	1019, 1020	0.4014%
3901	3C	1402	96	1029, 1030	0.4014%
3902	2O-RL	1,022	116	3063, 3064	0.2926%
3903	2MA	953	--	3068, 3069	0.2729%
3904	2O-LL-R	1,022	58	3070, 3071	0.2926%
3905	2O-LL	1,022	58	3072, 3073	0.2926%
3906	2E	1,045	--	1067, 1068	0.2992%
3907	2MB	934	--	1065, 1066	0.2674%
3908	2O-RL-R	1,022	116	1063, 1064	0.2926%
3909	3C-R	1,402	96	T4080, T4081, 4082	0.4014%
4001	2O-RL	1,022	116	2044, 2045	0.2926%
4002	2MA	953	--	2042, 2043	0.2729%
4003	2O-LL-R	1,022	58	2046, 2047	0.2926%
4004	2O-LL	1,022	58	2048, 2049	0.2926%
4005	2E	1,045	--	2050, 2051	0.2992%
4006	2MB	934	--	2040, 2041	0.2674%
4007	2O-RL-R	1,022	116	2052, 2053	0.2926%
4101	2O-RL	1,022	116	2054, 2055	0.2926%
4102	2MA	953	--	2038, 2039	0.2729%
4103	2O-LL-R	1,022	58	2056, 2057	0.2926%
4104	2O-LL	1,022	58	2058, 2059	0.2926%
4105	2E	1,045	--	1050, 1051	0.2992%
4106	2MB	934	--	1082, 1083	0.2674%
4107	2O-RL-R	1,022	116	2060, 2061	0.2926%
4201	2O-RL	1,022	116	2197, 2198	0.2926%
4202	2O-LL-R	1,022	58	2095, 2096	0.2926%
4203	2O-LL	1,022	58	1027, 1028	0.2926%
4204	2O-RL-R	1,022	116	1023, 1024	0.2926%
4301	PHN-1	2,235	280	T3065, T3066, 3067	0.6399%
4302	PHN-1R	2,235	280	C1077, 1078, 1079	0.6399%
C1	Commercial	447	--	R101	0.1130%
C2	Commercial	4,164	--	R129, R130	1.0523%
C3	Commercial	3,582	--	R120, R121	0.9053%
C4	Commercial	514	--	R116	0.1299%

TOTAL: 100.0000%

****APARTMENT AREAS**

The areas for the Residential Apartments reported above are “net living areas” measured in accordance with paragraph 3.2 of this Declaration. The areas for the Commercial Apartments reported above are “net floor areas” measured in accordance with paragraph 3.3 of this Declaration.

COMMON INTERESTS

The common interest for each Apartment was initially determined by dividing the Apartment’s approximate net living (or floor) area (excluding lanais) by the approximate aggregate net living (and floor) area of all of the Apartments, then rounding the resulting fraction and converting the fraction into a percentage. The common interest appurtenant to the original Commercial Apartment was increased by 0.0008% so that the aggregate common interest appurtenant to all of the original Apartments equaled 100%. In accordance with 17.4 of the Declaration, the Developer subsequently divided the original Commercial Apartment into two Commercial Apartments and added two more Commercial Apartments in areas designated on the original Condominium Map as “Future Commercial Space.” The new common interests for the four resulting Commercial Apartments were determined by dividing each Commercial Apartment’s approximate net floor area by the aggregate net floor area of all four Commercial Apartments, rounding the resulting fraction and converting it into a percentage, and finally multiplying the percentage for each Commercial Apartment by the original common interest appurtenant to the original Commercial Apartment. 0.0001% was then subtracted from Commercial Apartment C2 so that the aggregate common interest appurtenant to all of the four Commercial Apartments equals 2.2005%, which is the same common interest that was initially appurtenant to the original Commercial Apartment. As provided in paragraph 17.4 of the Declaration, the common interests appurtenant to the Residential Apartments were not affected by the addition of new Commercial Apartments.

COMMON ELEMENT AND LIMITED COMMON ELEMENT PARKING STALLS

Assigned parking stalls whose numbers are followed by an “*” are uncovered or partially uncovered. All other assigned parking stalls are covered. The letter “C” preceding a parking stall number indicates a compact sized stall. The letter “T” preceding a parking stall number indicates a tandem stall. The letter “A” preceding a parking stall number indicates a handicap-accessible stall. All other stalls are standard sized.

In addition to the limited common element parking stalls assigned to the individual Commercial Apartments as shown in the foregoing chart, the following limited common element parking stalls are assigned to all of the Commercial Apartments, as a group, and are available for the use of the Owners, tenants, employees, customers and guests of the Commercial Apartments on a first-come, first-served basis: R102, R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, R115, R117, R118, R119, RA122, RA123, R124, R125, R126, R127 and R128.

The Project also contains twenty-five (25) covered unassigned guest parking stalls located on Parking Level 3, and numbered G301 through G308, GA309 (which is a handicap accessible guest stall) and G310 through G325.

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartments as a group and designated on the Condominium Map as "L104" and "L105", three (3) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101", "L102" and "L103", and one common element handicap-accessible parking stall reserved for the manager and other Association employees, designated on the Condominium Map as "A1026".

Apartment Owners may transfer assigned limited common element parking stalls pursuant to this Declaration, provided that each Apartment shall always have at least one (1) parking stall as an appurtenant limited common element. Under certain circumstances described in paragraph 9.2 of this Declaration, the Owner of an Apartment to which a handicap-accessible parking stall is assigned may be required to transfer such stall to another Apartment in exchange for a non-handicap-accessible stall.

SPECIAL NOTE RE: PARKING STALLS FOR APARTMENT 1104

Apartment 1104 currently has the following parking stalls assigned as limited common elements: C1007, C1008, C1009, C1010, 1042, 1043, T1059, T1060, 2007, C2011, C2012, C2013, C2014, 2034, 2037, C2064, 2087, 2094, 2099, C2106, C2111, 2112, 2117, 2128, C2147, 2157, C3008, C3009, C3010, C3011, 3018*, 3019*, C3030, A3050, A3052, A3053, 3054, C3057, 3081, 3086*, 3087*, 3117, C4001, C4008, C4009, C4010, C4011, C4012, 4016*, 4017*, C4030, C4033, 4040, A4050, A4051, 4090*, C5001*, 5002*, C5035*, C5036* and C5081*.

ARCHITECT'S CERTIFICATE

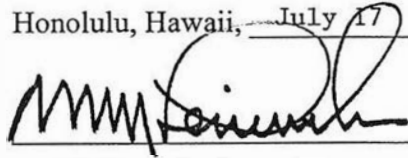
KEOLA LA'I

Dr. Michael James Leineweber, AIA, being duly sworn on oath, deposes and says:

1. I am duly licensed to practice as an architect and registered in the State of Hawaii. My Hawaii registration number is 4010.
2. I am the responsible architect for preparing the attached Amended Condominium Map No. 4101 for KEOLA LA'I, a fee simple condominium project (the "Project"), situated on land bounded by Kawaiahao Street, Emily Street, Queen Street and South Street, City and County of Honolulu, State of Hawaii, further identified as Tax Map Key No: (1) 2-1-048-008.
3. I hereby certify that the attached Amended Condominium Map No. 4101 is an accurate copy of portions of the plans of the building or buildings as filed with the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

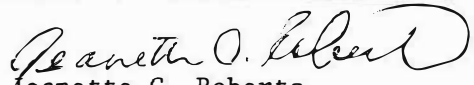
Further Affiant sayeth naught.

Dated: Honolulu, Hawaii, July 17, 2007

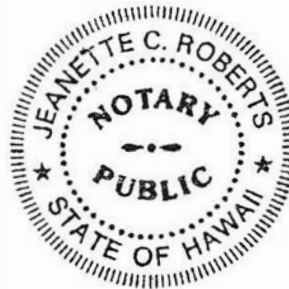


Michael Leineweber
Hawaii Registration No. 4010

Subscribed and sworn to before me this
17th day of July, 2007.



Jeanette C. Roberts
Notary Public, State of Hawaii
My commission expires: 01/24/2010



Keola La'i

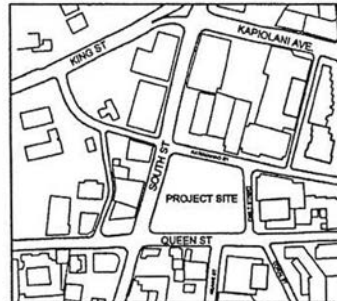
600 QUEEN STREET HONOLULU, HAWAII 96813

AMENDED
CONDOMINIUM MAP
NO.4101

AREA MAP



LOCATION MAP



DRAWING INDEX

T-1	TITLE SHEET
T-2	UNIT DESCRIPTIONS
CPR-1	SITE PLAN
CPR-2	PARKING LEVEL 1
CPR-3	PARKING LEVEL 2
CPR-4	PARKING LEVEL 3
CPR-5	PARKING LEVEL 4
CPR-6	PARKING LEVEL 5
CPR-7	PLAN LEVEL A & B
CPR-8	PLAN LEVEL C & E
CPR-9	PLAN LEVEL F & H
CPR-10	PLAN LEVEL P & L
CPR-11	PLAN LEVEL M & N
CPR-12	WEST ELEVATION
CPR-13	NORTH ELEVATION
CPR-14	SOUTH ELEVATION
CPR-15	EAST ELEVATION

Keola La'i

600 QUEEN STREET
Honolulu, Hawaii

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Media Five

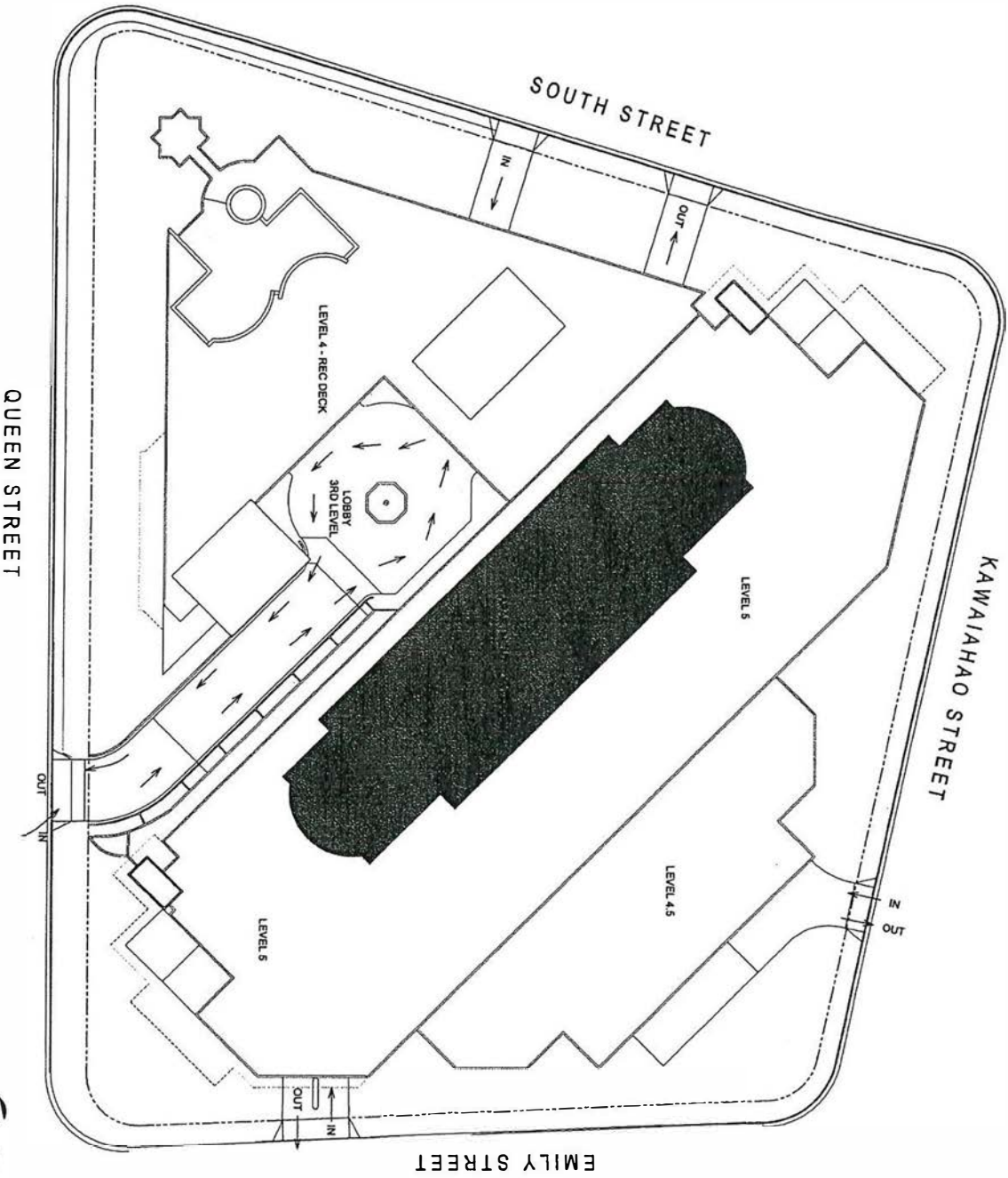
CONSULTANT:

REVISED
06/09/08

PROJECT NO. 0140 01
DATE 04/27/07
PROJECT DIRECTOR ML
PROJECT PARTICIPANTS BL, ML & JML
SHEET CONTENTS
SHEET TITLE

SHEET

T-1



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURANT
Media Five

CONSULTANT:

DATE:

PROJECT NO. 04/17/07
PROJECT DIRECTOR M. M. M.
PROJECT MANAGER M. M. M.
SHEET NUMBER 01

SITE PLAN

SHEET

CPR-1

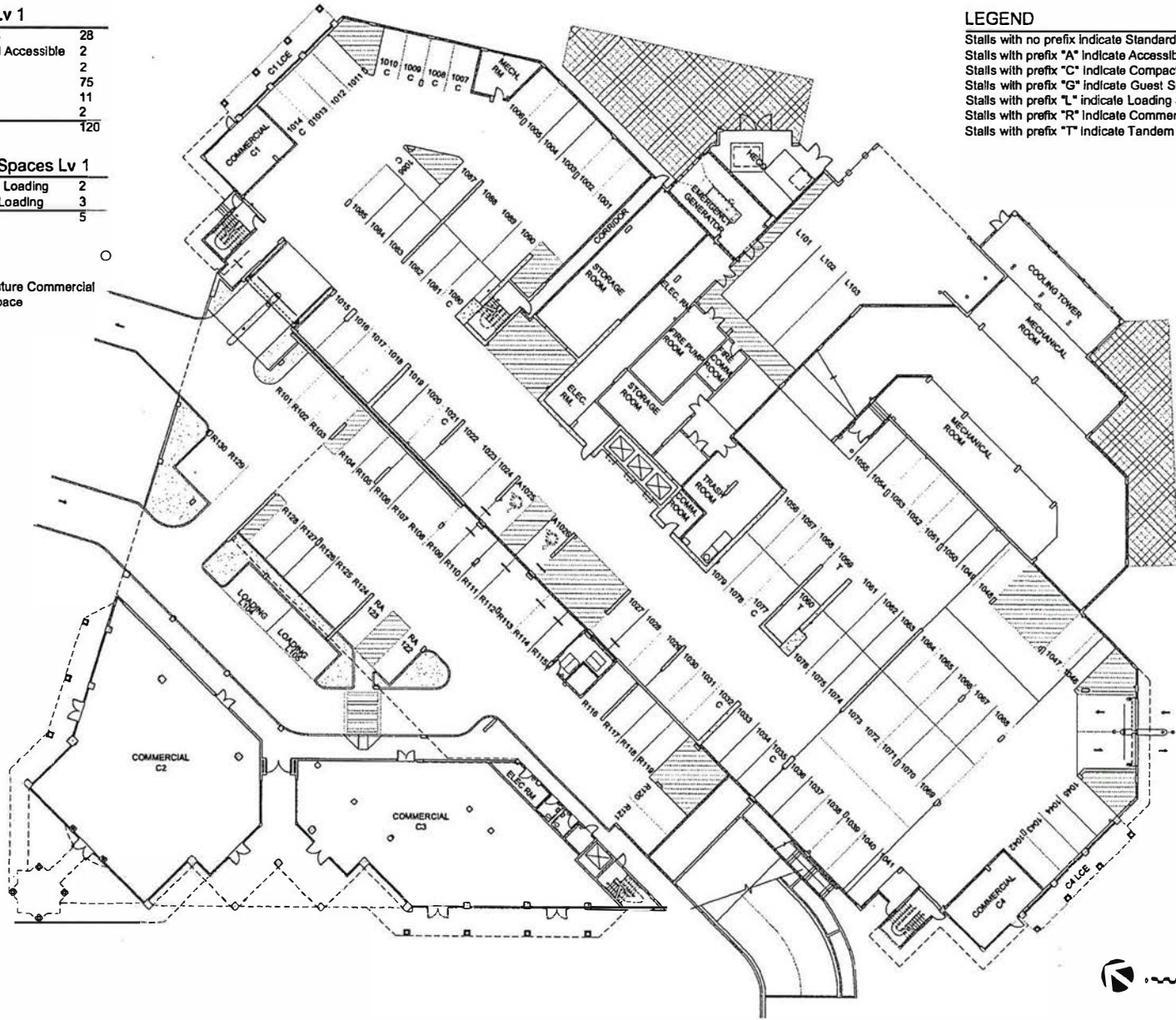
Parking Lv 1

Commercial	28
Commercial Accessible	2
Accessible	2
Standard	75
Compact	11
Tandem	2
Total	120

Loading Spaces Lv 1

Commercial Loading	2
Residential Loading	3
Total	5

 Future Commercial Space



LEGEND

Stalls with no prefix indicate Standard Stalls
 Stalls with prefix "A" indicate Accessible Stalls
 Stalls with prefix "C" indicate Compact Stalls
 Stalls with prefix "G" indicate Guest Stalls
 Stalls with prefix "L" indicate Loading Stalls
 Stalls with prefix "R" indicate Commercial Stalls
 Stalls with prefix "T" indicate Tandem Stalls

Keola Lai'i

600 QUEEN STREET
 Honolulu, Hawaii

REVISIONS
 08/05/2009


DURRANT
 Media Five

CONSULTANT:

REVISIONS
 08/05/2009

PROJECT NO. 5140.00
 DATE 04/27/2007
 PROJECT
 DIRECTOR ML
 PROJECT SM, ML
 PARTICIPANTS L, ML

LEVEL 1
 FLOOR PLAN

SHEET

CPR-2

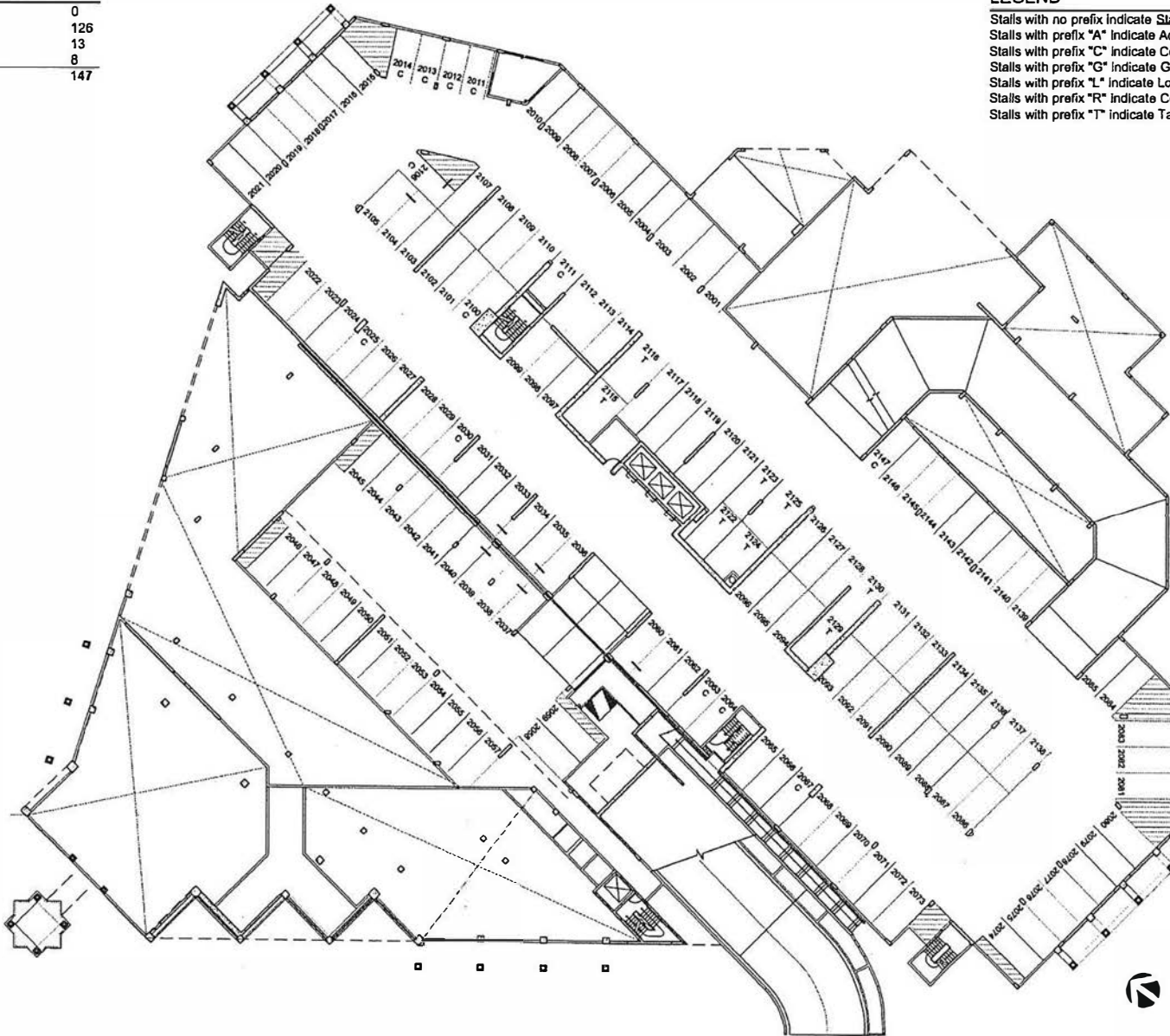


Parking Lv 2

Accessible	0
Standard	126
Compact	13
Tandem	8
Total	147

LEGEND

- Stalls with no prefix indicate **Standard Stalls**
- Stalls with prefix "A" indicate **Accessible Stalls**
- Stalls with prefix "C" indicate **Compact Stalls**
- Stalls with prefix "G" indicate **Guest Stalls**
- Stalls with prefix "L" indicate **Loading Stalls**
- Stalls with prefix "R" indicate **Commercial Stalls**
- Stalls with prefix "T" indicate **Tandem Stalls**



Keola Lai
 600 QUEEN STREET
 Honolulu, Hawaii


DURRANT
 Media Five

CONSULTANT:

REVISED
 04/25/2018

PROJECT NO: 8140.00
 DATE: 04/21/2017
 PROJECT DIRECTOR: HL
 PROJECT MANAGER: WTB
 SHEET CONTENTS
 SHEET TITLE

**LEVEL 2
 FLOOR PLAN**

SHEET

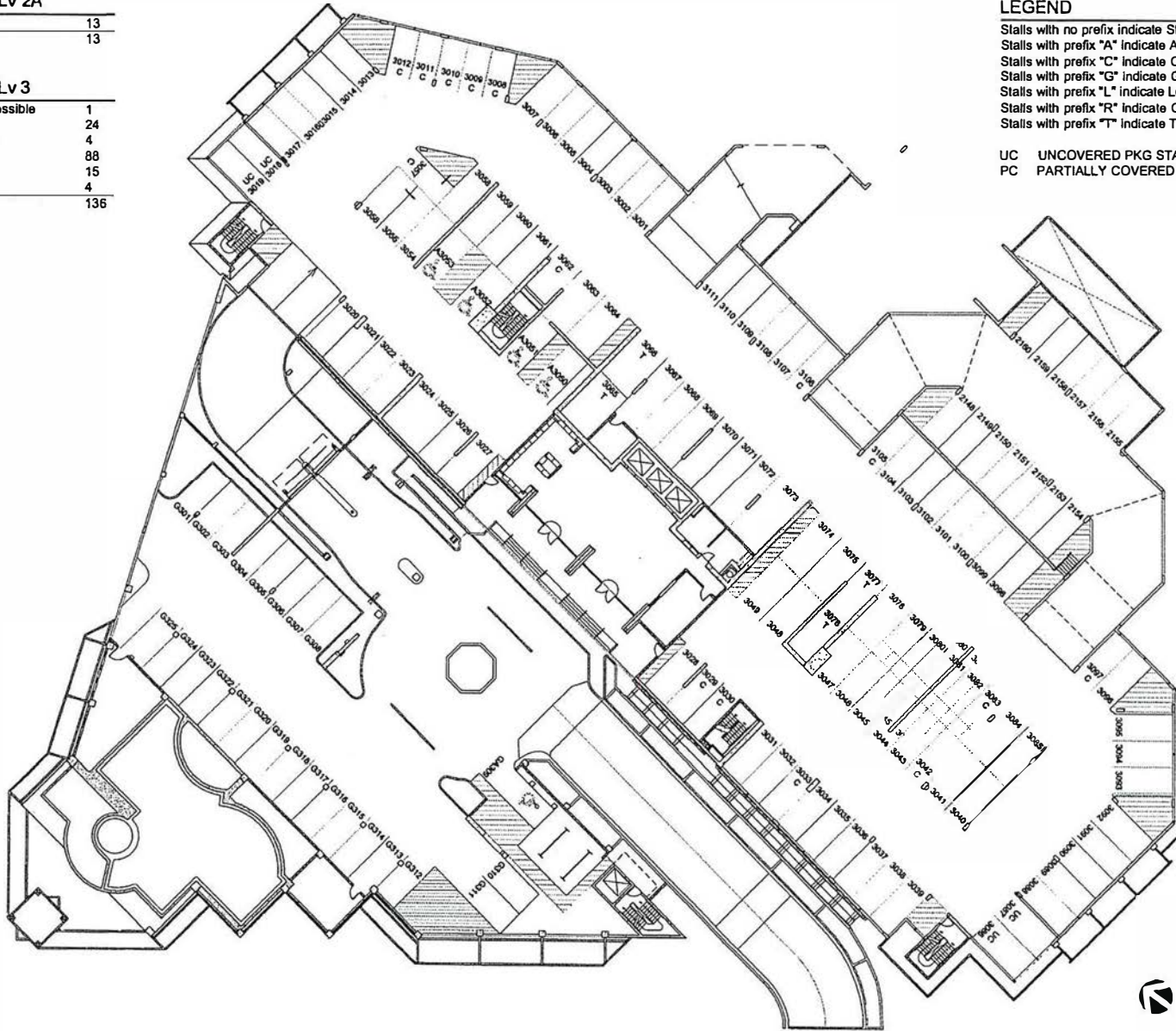
CPR-3

Parking Lv 2A

Standard	13
Total	13

Parking Lv 3

Guest Accessible	1
Guest	24
Accessible	4
Standard	88
Compact	15
Tandem	4
Total	136



LEGEND

Stalls with no prefix indicate Standard Stalls
Stalls with prefix "A" Indicate Accessible Stalls
Stalls with prefix "C" Indicate Compact Stalls
Stalls with prefix "G" Indicate Guest Stalls
Stalls with prefix "L" Indicate Loading Stalls
Stalls with prefix "R" Indicate Commercial Stalls
Stalls with prefix "T" Indicate Tandem Stalls

UC UNCOVERED PKG STALL
PC PARTIALLY COVERED PKG STALL

Keola Lai'i

600 QUEEN STREET
Honolulu, Hawaii



DURRANT
Media Five

CONSULTANT:

REVISIONS

PROJECT NO. 8140.00
DATE 06/27/2017
PROJECT DIRECTOR JK JK
PROJECT PARTICIPANTS BK WL
SHEET CONTENTS 8 164
SHEET TITLE

LEVEL 3
FLOOR PLAN

SHEET

CPR-4

Parking Lv 3A

Standard	29
Total	29

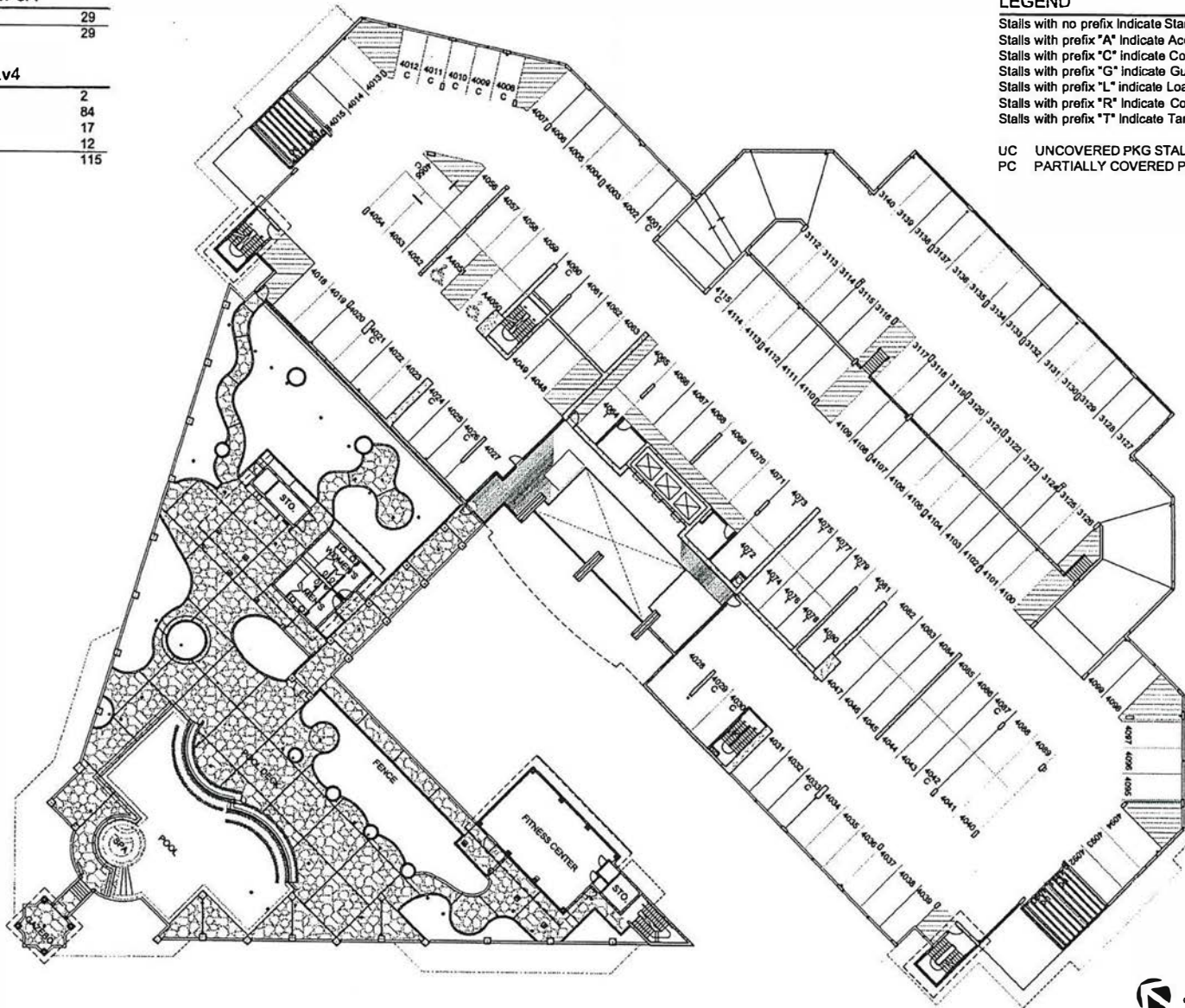
Parking Lv4

Accessible	2
Standard	84
Compact	17
Tandem	12
Total	115

LEGEND

Stalls with no prefix indicate Standard Stalls
 Stalls with prefix "A" Indicate Accessible Stalls
 Stalls with prefix "C" indicate Compact Stalls
 Stalls with prefix "G" indicate Guest Stalls
 Stalls with prefix "L" indicate Loading Stalls
 Stalls with prefix "R" Indicate Commercial Stalls
 Stalls with prefix "T" Indicate Tandem Stalls

UC UNCOVERED PKG STALL
 PC PARTIALLY COVERED PKG STALL



Keola La'i
 600 QUEEN STREET
 Honolulu, Hawaii

DURRANT
 Media Five

CONSULTANT:

REVISIONS
 04/20/2008

PROJECT NO. 8140.00
 DATE 04/21/2007
 PROJECT DIRECTOR ML
 PROJECT PARTICIPANTS SA, WL, & MJ
 SHEET CONTENTS
 SHEET TITLE

**LEVEL 4
 FLOOR PLAN**

SHEET

CPR-5

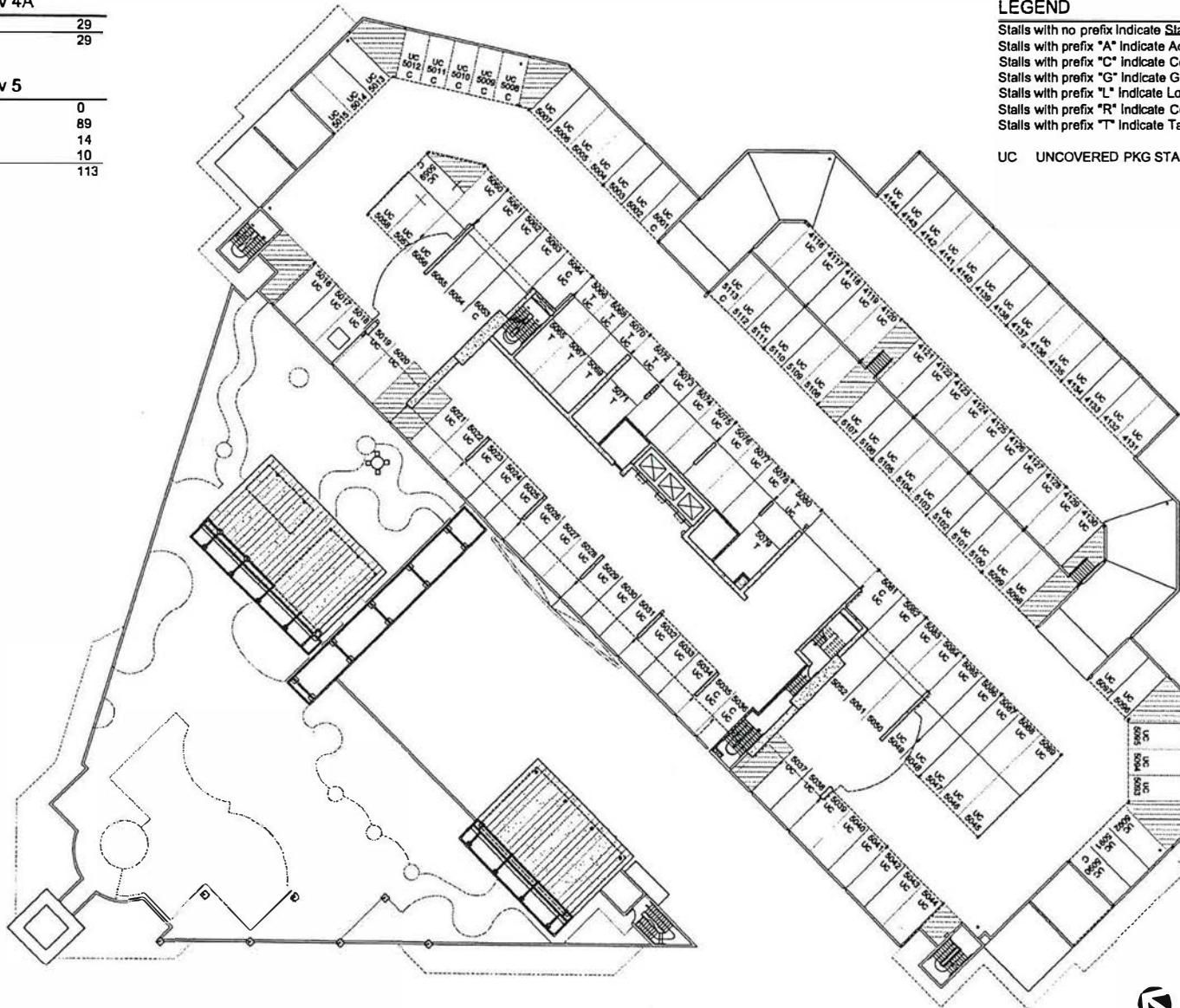


Parking Lv 4A

Standard	29
Total	29

Parking Lv 5

Accessible	0
Standard	89
Compact	14
Tandem	10
Total	113



LEGEND

Stalls with no prefix indicate **Standard Stalls**
 Stalls with prefix "A" indicate **Accessible Stalls**
 Stalls with prefix "C" indicate **Compact Stalls**
 Stalls with prefix "G" indicate **Guest Stalls**
 Stalls with prefix "L" indicate **Loading Stalls**
 Stalls with prefix "R" indicate **Commercial Stalls**
 Stalls with prefix "T" indicate **Tandem Stalls**

UC UNCOVERED PKG STALL

Keola Lai'i

600 QUEEN STREET
 Honolulu, Hawaii

REVISIONS
 1. 08/10/10
 2. 08/10/10
 3. 08/10/10

DURRANT
 Media Five

CONSULTANT:

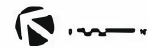
REVISIONS
 01/05/10

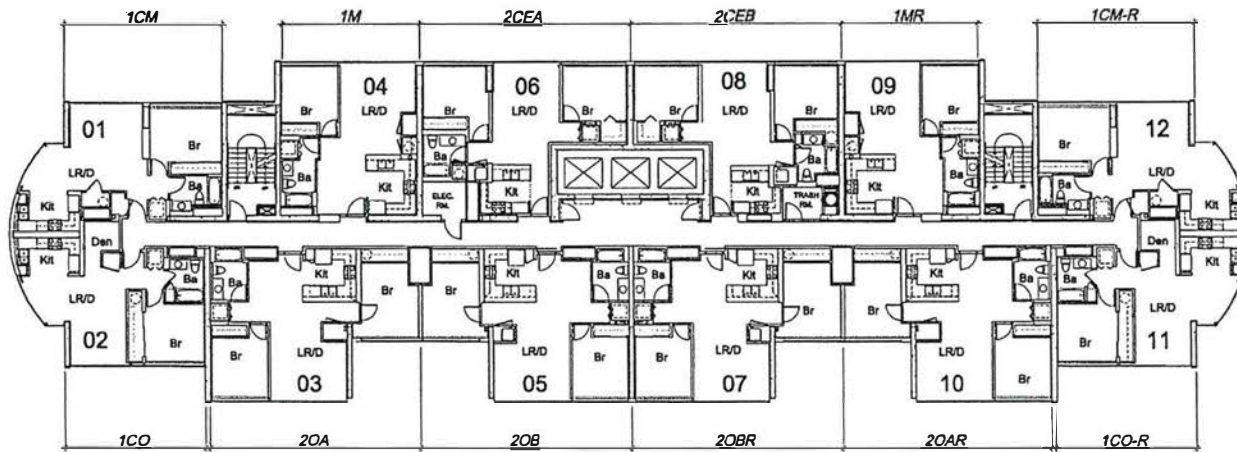
PROJECT NO. 8140-00
 DATE 04/20/09
 PROJECT DIRECTOR M. M.
 PROJECT PARTICIPANTS M. M., S. M., J. M.
 SHEET CONTENTS
 SHEET TITLE

**LEVEL 5
 FLOOR PLAN**

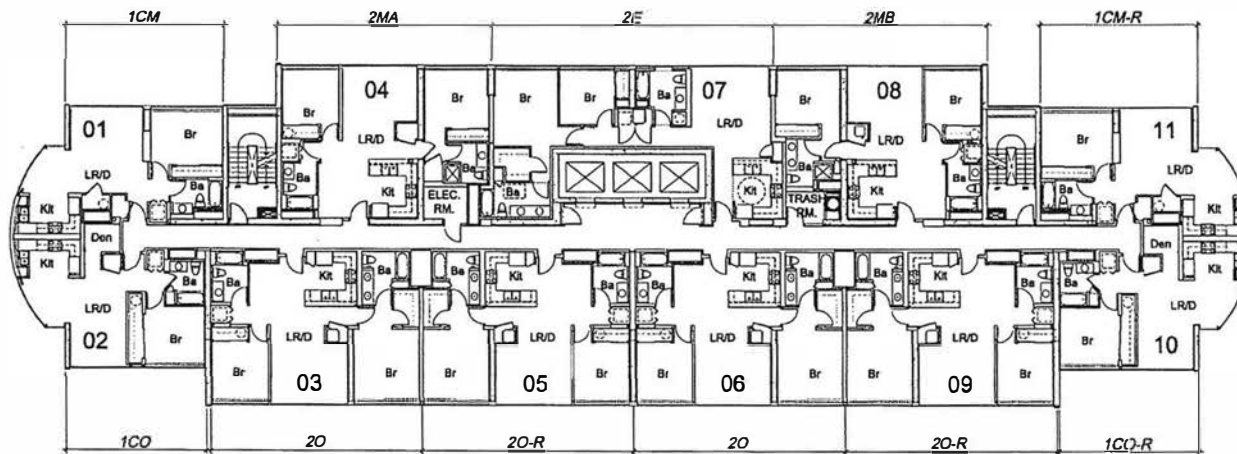
SHEET

CPR-6

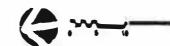




PLAN LEVEL A (LEVELS 5-10)



PLAN LEVEL B (LEVELS 11, 12, 14, 15-18 & 20)



Keola La'i

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Honolulu, Hawaii

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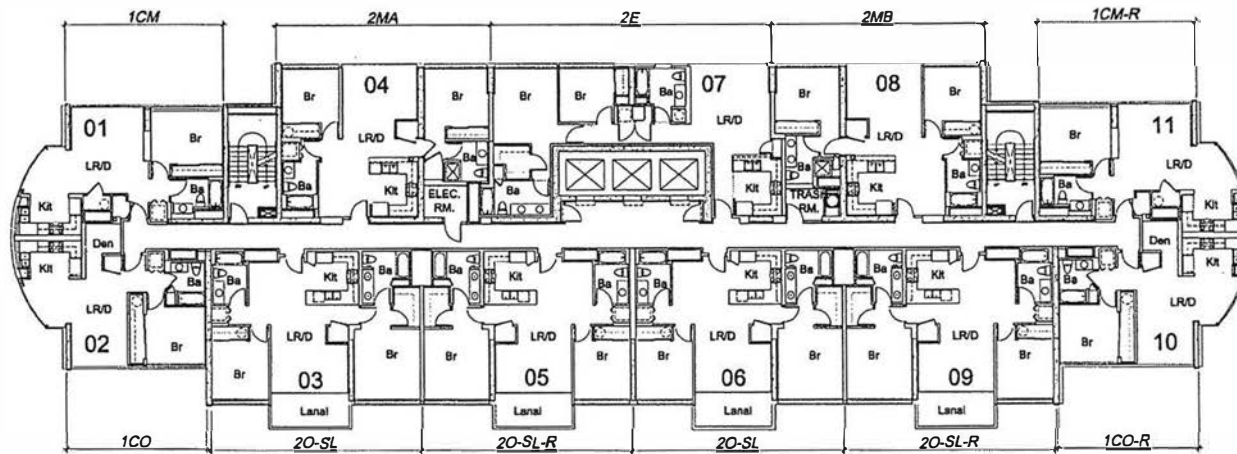
REVISIONS

PROJECT NO. 5140.00
DATE 04/17/07
PROJECT DIRECTOR M.
PROJECT PARTICIPANTS B.A.M.
SHEET CONTENTS 2/14

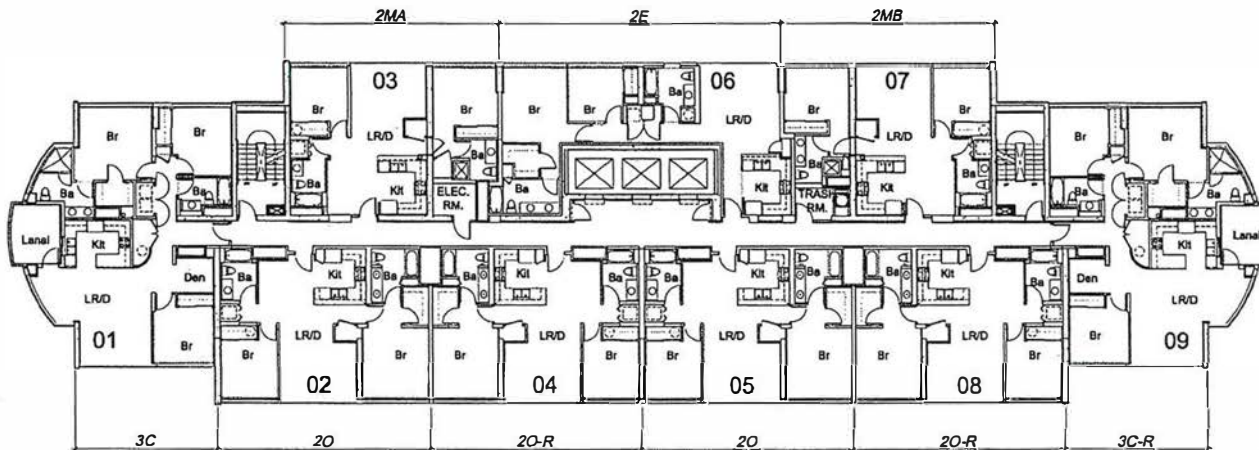
FLOOR PLAN
TYPE A & B

SHEET

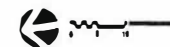
CPR-7



1 PLAN LEVEL C (LEVELS 18-21)



2 PLAN LEVEL E (LEVELS 15, 23-25, 31)



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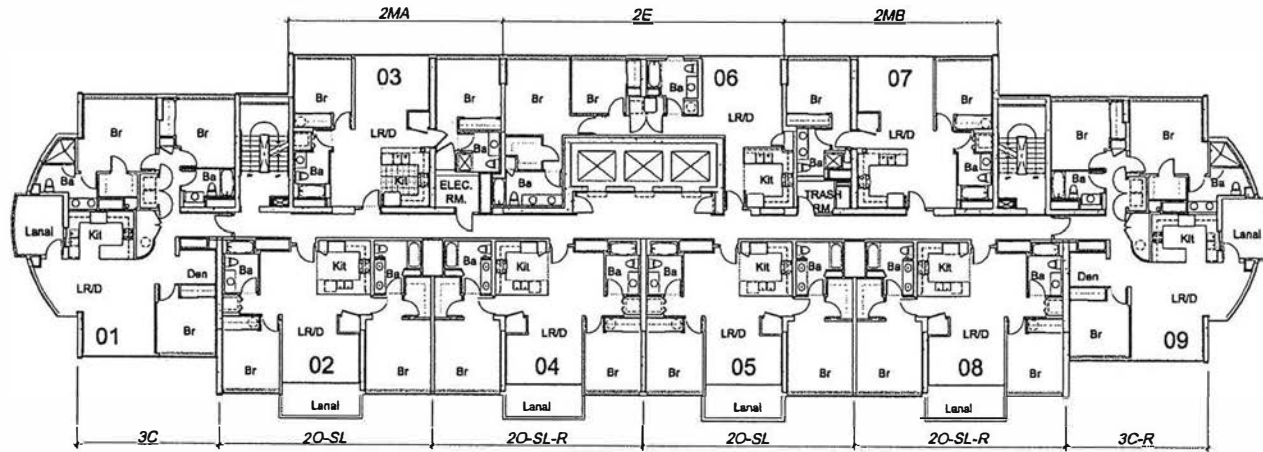
REVISIONS
04/02/2018

PROJECT NO. 8140.01
DATE 04/23/2017
PROJECT DIRECTOR AE
PROJECT PARTICIPANTS BK, VL, & HQ
SHEET CONTENTS SHEET TITLE

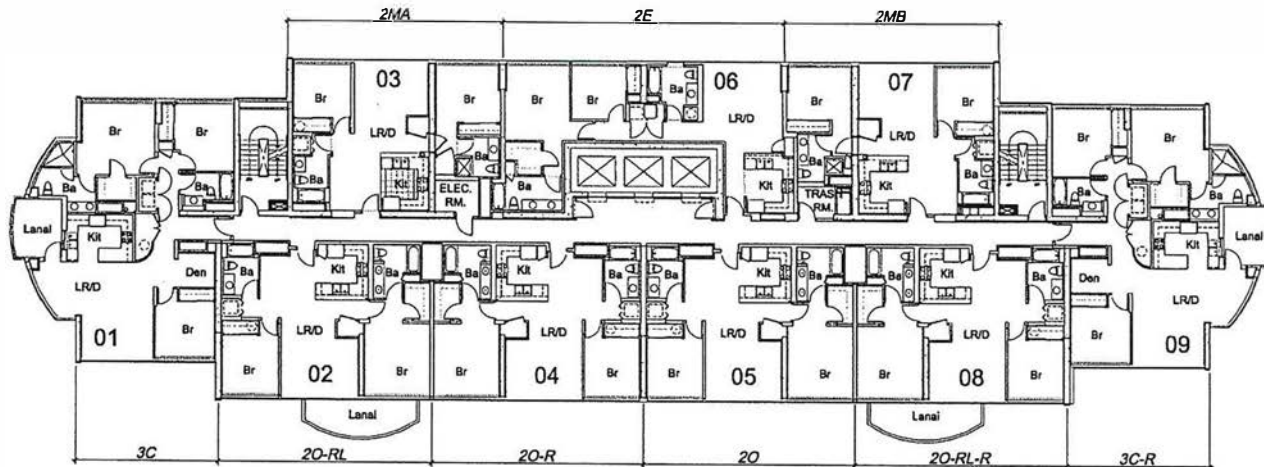
FLOOR PLAN
TYPE C & E

SHEET

CPR-8



PLAN LEVEL F (LEVELS 22, 27-30)



PLAN LEVEL H (LEVELS 32-34)



Keola La'i

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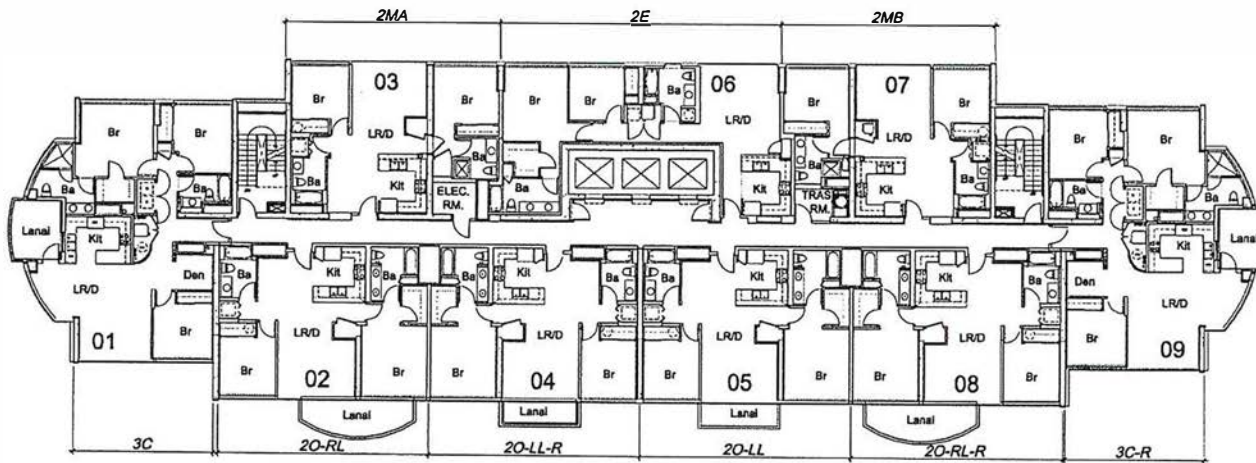
REVISIONS
02/02/2008

PROJECT NO. 8140.02
DATE 04/27/2007
PROJECT DIRECTOR MC
PROJECT PARTICIPANTS BK, WJ, & MA

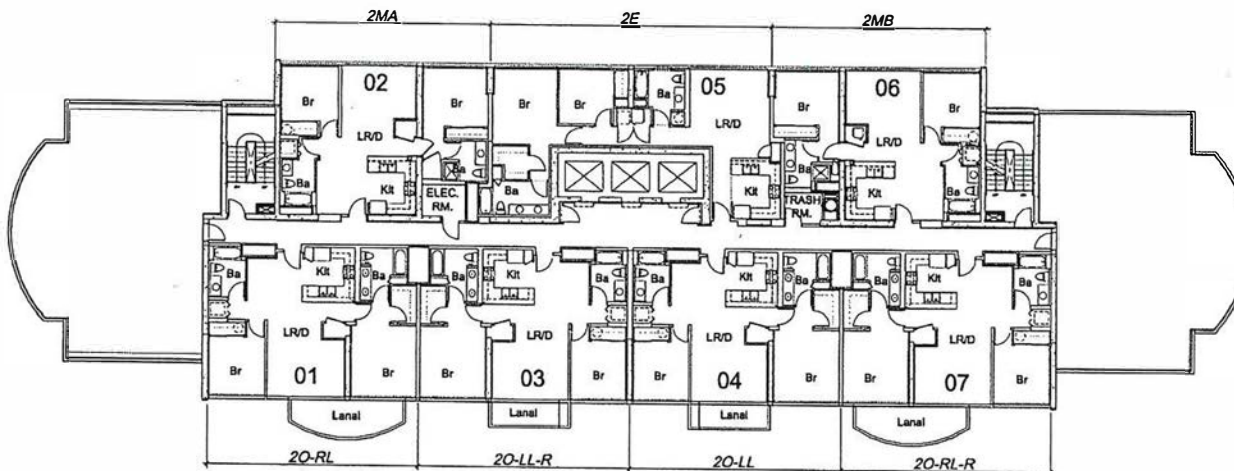
SHEET CONTENTS
FLOOR PLAN
TYPE F & H

SHEET

CPR-9



PLAN LEVEL P (LEVELS 35-39)



PLAN LEVEL L (LEVELS 40-41)

Keola La'i

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Honolulu, Hawaii



DURRANT
Media Five

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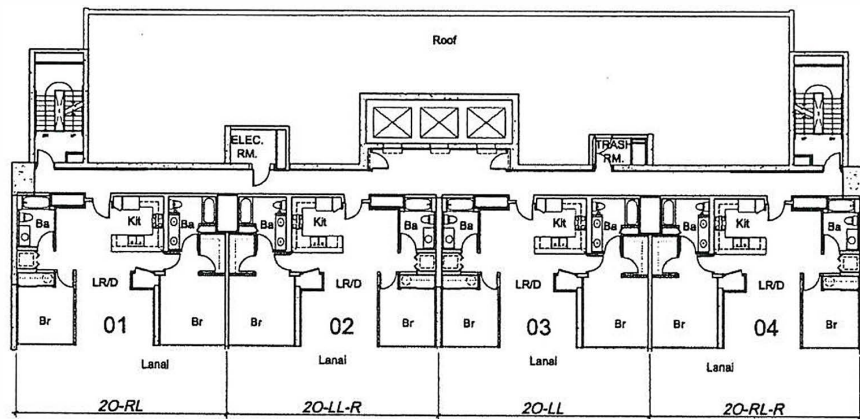
REVISIONS

PROJECT NO. 8140-02
DATE 04/27/2007
PROJECT DIRECTOR MK
PROJECT PARTICIPANTS BAC, W., & NS
SHEET CONTENTS

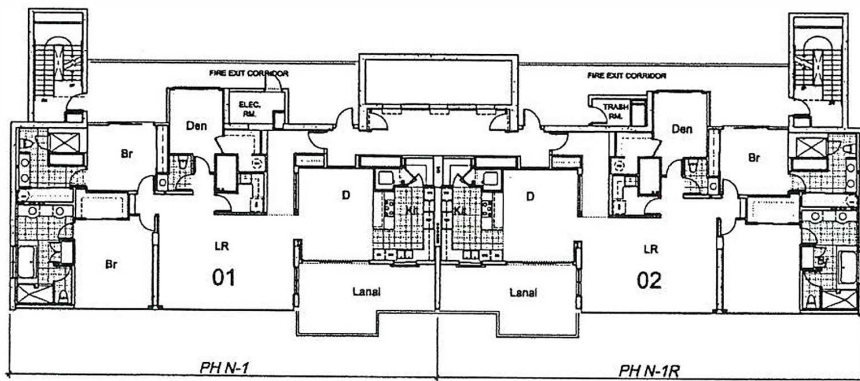
FLOOR PLAN
TYPE P & L

SHEET

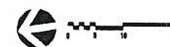
CPR-10



1 PLAN LEVEL M (LEVEL 42)



2 PLAN LEVEL N (LEVEL 43)



Keola La'i

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Honolulu, Hawaii

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DURRANT
Media Five

CONSULTANT

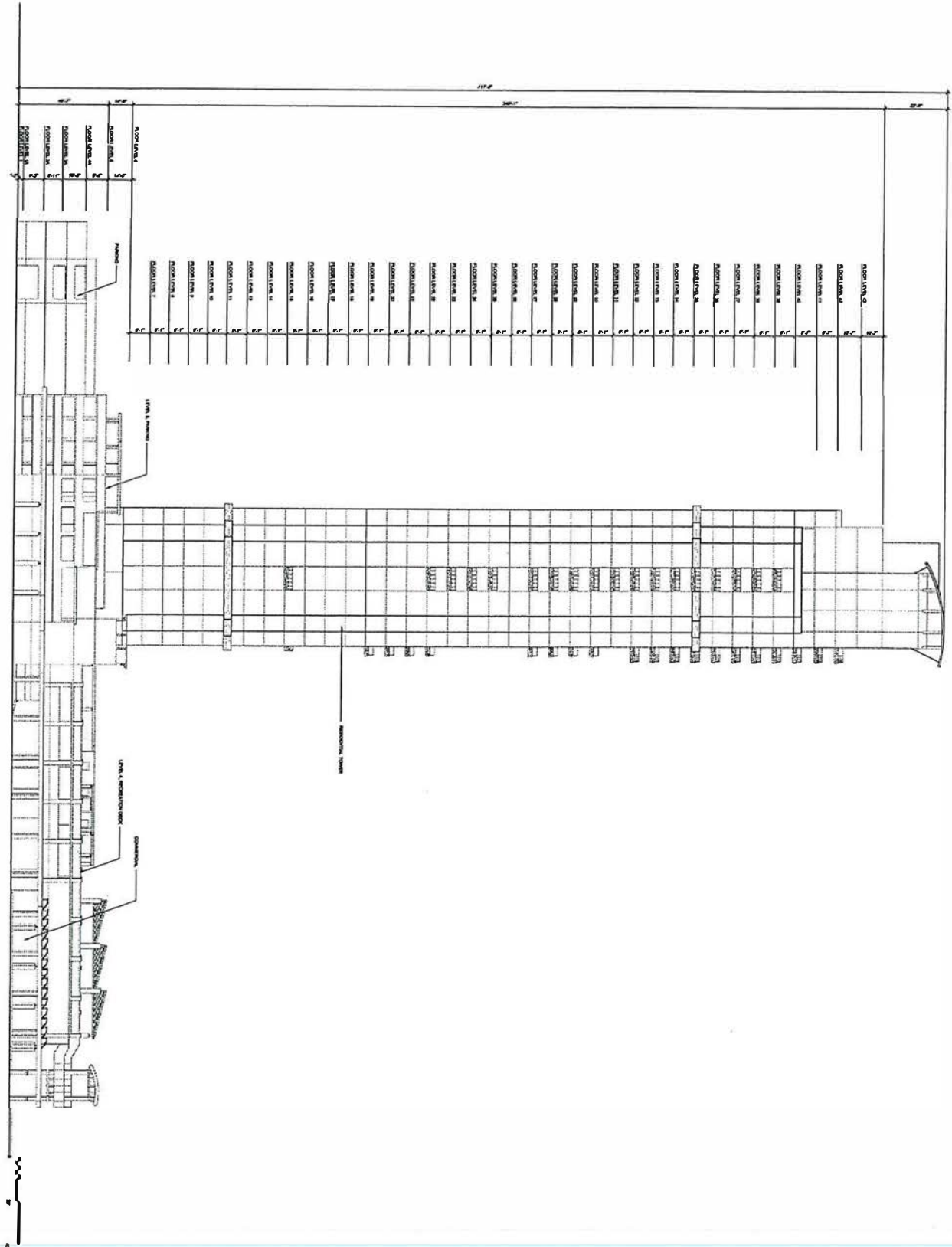
REVISIONS
06/05/2008

PROJECT NO.	5140/00
DATE	04/27/2007
PROJECT DIRECTOR	JL
PROJECT PARTICIPANTS	SA, WL, & MS
SHEET CONTENTS	

FLOOR PLAN
TYPE M & N

SHEET

CPR-11



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURANT
Media Five

CONSULTANT:

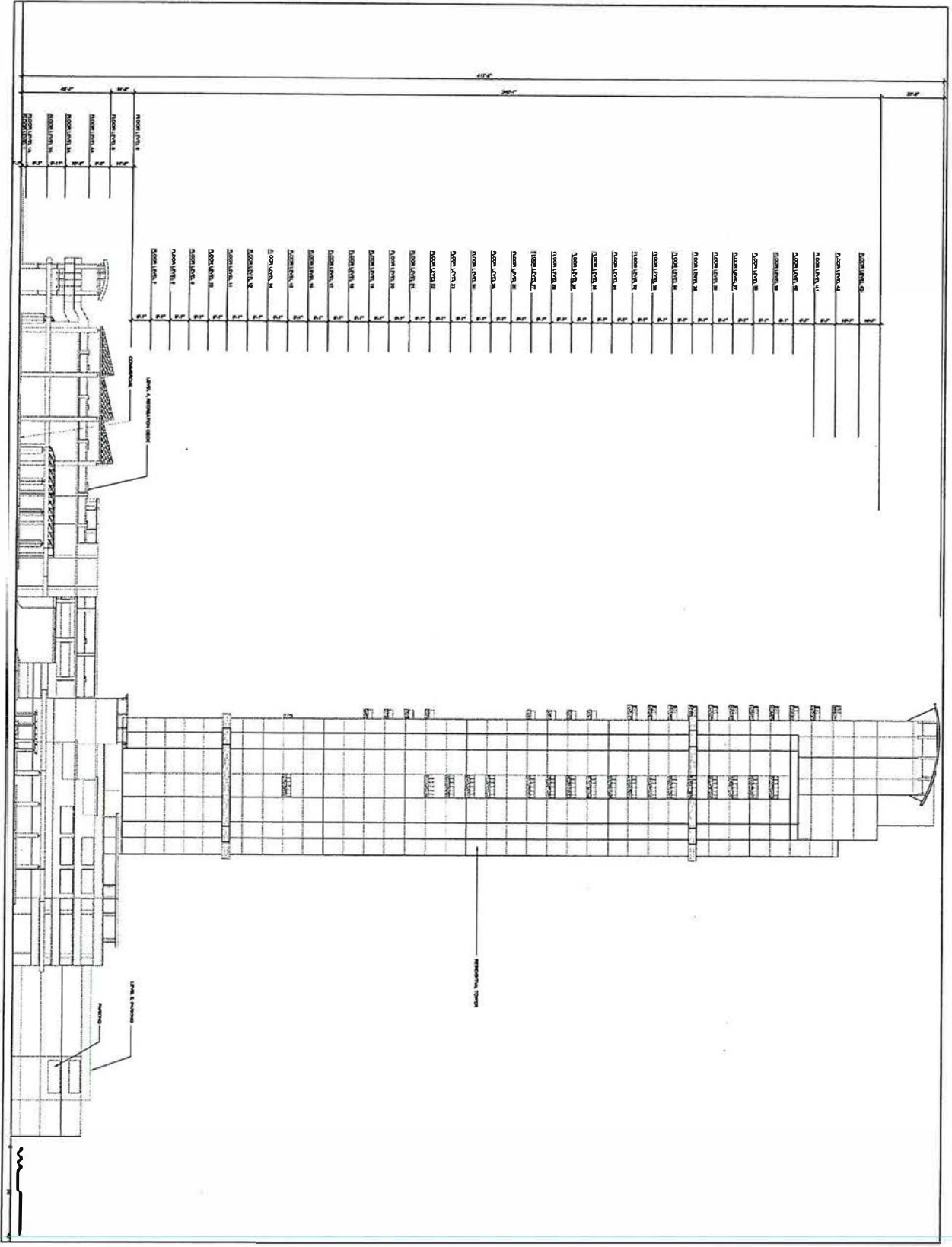
PROJECT NO.:

PROJECT NO. 14100
PROJECT NAME: KEOLA LA'I
ARCHITECT: M. M. M.
DATE: 11/10/10
SHEET CONTAINS 8 SHEETS

**NORTH
ELEVATION**

SHEET

CPR-13



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii

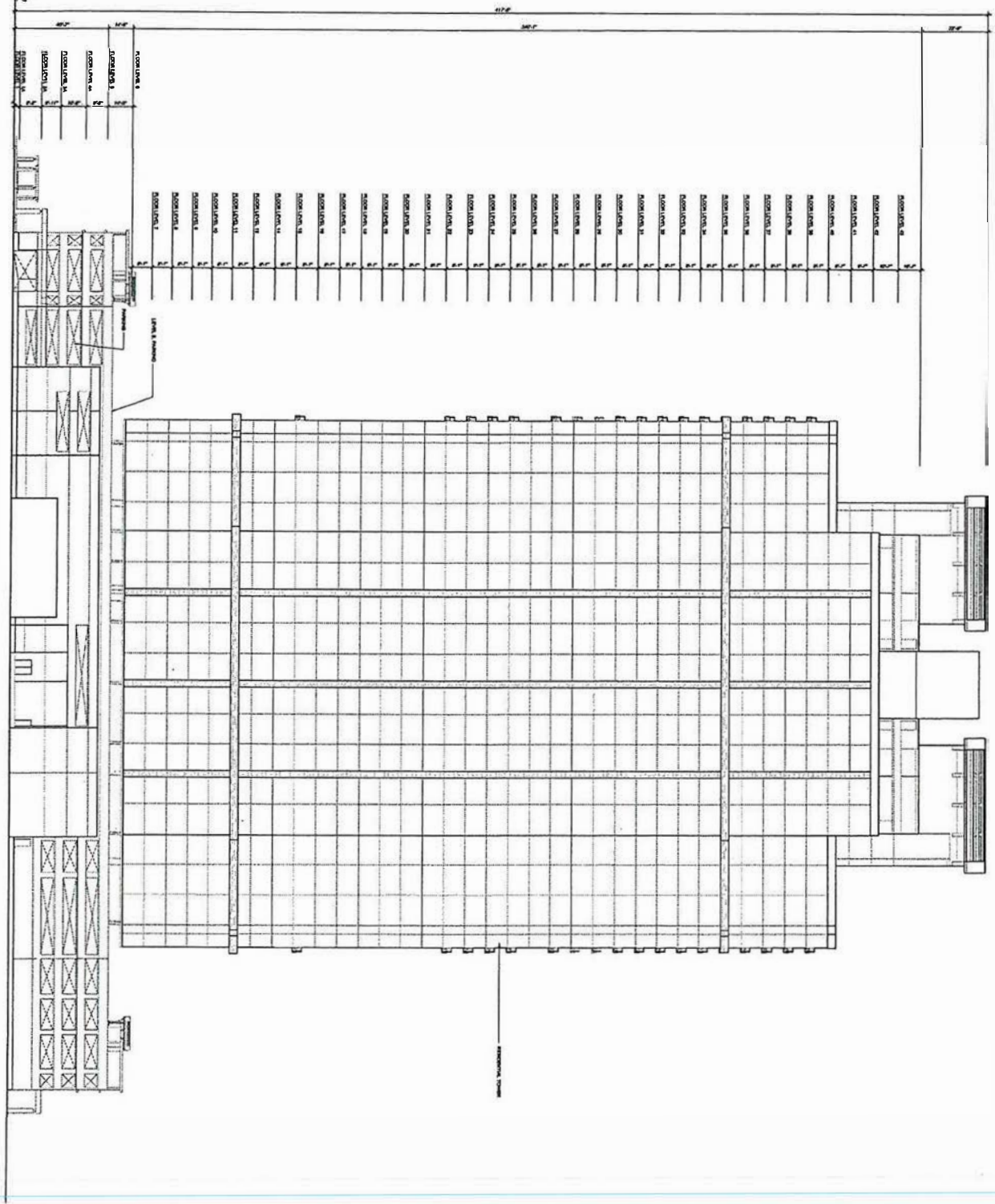

DURRANT
 Media Five

CONSULTANT

PROJECT NO.
 04-057008

PROJECT NO. 14-001
 DATE 04/7/07
 PROJECT DIRECTOR M. H. K.
 PROJECT MANAGER J. H. K.
 SHEET NUMBER 14-001
 SHEET TITLE SOUTH ELEVATION

SHEET
CPR-14



Keola La'i

600 QUEEN STREET
Honolulu, Hawaii



DURRANT
Media Five

CONSULTANT

REVISIONS

PROJECT NO. 15432
 PROJECT ARCHITECT
 PROJECT DATE 10/11/11
 SHEET CONTAINS 15

EAST
ELEVATION

CPR-15

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841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 4

**SECOND AMENDMENT
OF
KEOLA LA`I
DECLARATION OF CONDOMINIUM PROPERTY REGIME
AND
BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA`I
AND
CONDOMINIUM MAP NO. 4101**

THIS AMENDMENT (this "Amendment") is made this 30th day of July, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La`i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Land") and all improvements thereon to a condominium property regime known as "Keola La`i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended (the "Act").

2. Concurrently with recordation of the Original Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La`i dated October 21, 2005, recorded as Document No. 2005-217083 (the "Original Bylaws")

and filed in the Bureau Condominium Map No. 4101 for the Project (the "Original Condominium Map").

3. The Original Declaration, the Original Bylaws and the Original Condominium Map were amended by instrument dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460 (the "First Amendment"). The Original Declaration, the Original Bylaws and the Original Condominium Map, as amended by the First Amendment, are hereinafter respectively sometimes called the "Declaration," the "Bylaws" and the "Condominium Map".

4. The Developer is the current owner of all of the apartments in the Project and 100% of the Project's common interests. The Developer now wishes to amend the Declaration, the Bylaws and the Condominium Map to clarify and correct some of the information contained in the First Amendment.

NOW, THEREFORE, the Developer hereby amends the Declaration, the Bylaws and the Condominium Map as follows:

II. AMENDMENTS.

A. Declaration. The Declaration is hereby amended as follows:

1. Paragraph 2 of the Declaration ("General Description of the Project") is hereby amended to clarify that the twenty-five (25) guest parking stalls in the Project are limited common elements assigned to the Residential Apartments as a group, as provided in paragraph 5.4 of the Original Declaration. The words "unassigned common element parking stalls for guest parking", in paragraph 2 of the Original Declaration and in paragraph 2 of the Declaration as amended by the First Amendment, are hereby deleted and replaced with the words "limited common element parking stalls for guest parking assigned to the Residential Apartments as a group". In all other respects paragraph 2 of the Declaration, as amended by the First Amendment, remains unchanged.

2. The third paragraph of the section in Exhibit "C" attached to the Declaration and titled "COMMON ELEMENT AND LIMITED COMMON ELEMENT PARKING STALLS", as amended by the First Amendment, is hereby further amended in its entirety as follows:

The Project also contains, on Parking Level 1, two (2) limited common element loading stalls assigned to the Commercial Apartments as a group and designated on the Condominium Map as "L104" and "L105", three (3) limited common element loading stalls assigned to the Residential Apartments as a group and designated on the Condominium Map as "L101", "L102" and "L103".

B. Declaration, Bylaws and Condominium Map. The Declaration, Bylaws and Condominium Map are hereby further amended in all respects necessary to reflect that the First Amendment became effective upon recordation in the Bureau of Conveyances of the State of Hawaii and not in the Land Court, and the words "Land Court" on the signature page of the First

Amendment are hereby deleted and replaced with the words "Bureau of Conveyances of the State of Hawaii".

IN ALL OTHER RESPECTS the Declaration, Bylaws and Condominium Map, as amended by the First Amendment, remain unchanged and are hereby ratified and confirmed and remain in full force and effect.


IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By: 

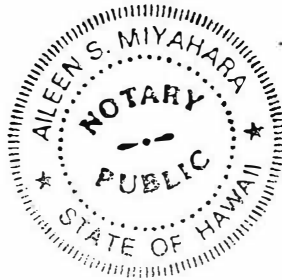
RICHARD B. STACK
Its VICE PRESIDENT

By: 

CHARLES W. LOOMIS
Its ASST. SECRETARY

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

On this 30TH day of JULY, 2007, before me personally appeared RICHARD B. STACK, to me personally known, who, being by me duly sworn or affirmed, 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.

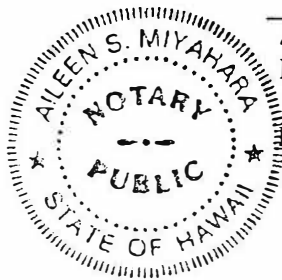


Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

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

On this 30TH day of JULY, 2007, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, 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.

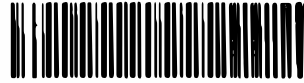


Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10



R-631 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 15, 2007 10:00 AM
Doc No(s) 2007-200036



is/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 2/2 Z9

Return by Mail () Pickup (X) To:

Brooks Tom Porter & Quitquit, LLP
841 Bishop Street, Suite 2125
Honolulu, Hawaii 96813

Tax Map Key Nos. (1) 2-1-048-008
Total No. of Pages: 6

**THIRD AMENDMENT
OF
BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS
OF
KEOLA LA`I**

THIS AMENDMENT (this "Amendment") is made this 14th day of November, 2007, by **A&B KAKAAKO LLC**, a Hawaii limited liability company (the "Developer"), whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813.

I. BACKGROUND.

1. By that certain Keola La`i Declaration of Condominium Property Regime dated October 21, 2005, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2005-217082 (the "Original Declaration"), the Developer submitted the land described in the Declaration (the "Original Land") and all improvements thereon to a condominium property regime known as "Keola La`i" (the "Project") pursuant to and in accordance with the requirements of chapter 514A of the Hawaii Revised Statutes, as amended.

2. Concurrently with recordation of the Original Declaration, the Developer recorded in the Bureau those certain Bylaws of the Association of Apartment Owners of Keola La`i dated October 21, 2005, recorded as Document No. 2005-217083 (the "Original Bylaws") and filed in the Bureau Condominium Map No. 4101 for the Project (the "Original Condominium Map").

3. The Original Declaration, the Original Bylaws and the Original Condominium Map were amended by instruments dated July 17, 2007, recorded in the Bureau as Document No. 2007-133460, and dated July 30, 2007, recorded in the Bureau as Documents No. 2007-136455 and 2007-136456. The Original Declaration was further amended by instrument dated August 2, 2007, recorded in the Bureau as Document No. 2007-138212. The Original Declaration, as so amended, is hereinafter called the "Declaration" and the Original Bylaws, as so amended, are hereinafter called the "Bylaws" and the Original Condominium Map, as so amended, is hereinafter called the "Condominium Map".

4. The Developer is the current owner of all of the apartments in the Project and 100% of the Project's common interests. Concurrently herewith, the Developer is amending the Declaration and the Condominium Map to (among other things) reflect that the Original Land has been subdivided (in accordance with requirements of the City and County of Honolulu) into one large lot and four small roadway rounding corner lots, and to delete from the Project the four small roadway rounding corner lots. The Developer now wishes to amend the description of the "Land" contained in the Bylaws to reflect deletion of the four small roadway rounding corner lots and to make the description of the Land in the Bylaws consistent with that contained in the Declaration, as concurrently amended.

II. AMENDMENT.

NOW, THEREFORE, the Developer hereby amends the Bylaws by deleting Exhibit "A" attached thereto and replacing said Exhibit "A" with the new Exhibit "A" attached to this Amendment and made a part hereof. The term "Land", as used in the Bylaws, shall hereafter mean and refer to Lot A-1 as more particularly described in Exhibit "A" attached to this Amendment.

IN ALL OTHER RESPECTS the Bylaws remain unchanged and are hereby ratified and confirmed and remain in full force and effect.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Developer has executed these presents as of the day and year first above written, effective as of the date this Amendment is recorded in the Bureau of Conveyances of the State of Hawaii.

A&B KAKAAKO LLC, a Hawaii limited liability company

By: **A & B PROPERTIES, INC.**, a Hawaii corporation
Its Manager

By


R. K. SASAN

Its **PRESIDENT**

By


CHARLES W. LOOMIS

Its **ASST. SECRETARY**

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

- On this 14th day of November, 2007, before me personally appeared R. K. SASAKI, to me personally known, who, being by me duly sworn or affirmed, 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.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

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

On this 14th day of November, 2007, before me personally appeared CHARLES W. LOOMS, to me personally known, who, being by me duly sworn or affirmed, 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.



Aileen S. Miyahara
AILEEN S. MIYAHARA
Notary Public, State of Hawaii

My commission expires: 7/15/10

EXHIBIT "A"

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 5716 to Piikoi Kamakee for Maria M. Cummins, on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Land Patent (DPW) Grant Number 71 to Estrella M. Calhau, Royal Patent Grant Number 3182 to John Magoon, Royal Patent Grant Number 3183 to John Magoon and Deed: Territory of Hawaii to J.F. Bowler) situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, being LOT "A-1", being land bounded by Kawaiahao Street, Emily Street, Queen Street, and South Street, and thus bounded and described as per survey dated August 30, 2007:

Beginning at the west corner of this parcel of land, being on the east side of Queen Street, the coordinates of which referred to Government Survey Triangulation Station "PUNCHBOWL" being 3611.18 feet south and 3030.07 feet west and running by azimuths measured clockwise from true South:

1. Along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

197° 36' 15" 48.17 feet;
2. 251° 00' 242.62 feet along the southeasterly side of South Street;
3. Thence along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

249° 26' 30" 48.85 feet;
4. Thence along the south corner of the intersection of South Street and Kawaiahao Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

292° 11' 30" 41.91 feet;
5. 336° 30' 272.05 feet along the southwesterly side of Kawaiahao Street;
6. Thence along the west corner of the intersection of Kawaiahao Street and Emily Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

14° 11' 36.68 feet;
7. 51° 52' 223.25 feet along the northwesterly side of Emily Street;

8. Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:

98° 02' 15" 43.28 feet;

9. 144° 12' 30" 358.29 feet along the northeasterly side of Queen Street to the point of beginning and containing an area of 116,767 square feet more or less.

BEING A PORTION OF THE PREMISES DESCRIBED IN QUITCLAIM DEED

GRANTOR : KAKAAKO M-P DEVELOPMENT, a Hawaii limited partnership

GRANTEE : A&B KAKAAKO LLC, a Hawaii limited liability company

DATED : August 25, 2004

RECORDED : Document No. 2004-173894

-- END OF EXHIBIT "A" --

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE Doc 2011-038236
DOCUMENT MAR 04, 2011 02:00 PM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO: BY: MAIL PICKUP

EKIMOTO & MORRIS, LLLC
JOHN A. MORRIS, ESQ./alt
AMERICAN SAVINGS BANK TOWER
1001 BISHOP STREET, SUITE 780
HONOLULU, HAWAII 96813-3410

Total pages: 5

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Tax Map Key: (1) 2-1-48-8

Condominium Map No.: 4101

**AMENDMENT TO BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF
KEOLA LA'I**

This AMENDMENT TO BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I ("Amendment") is made by the **ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I**, whose address is % Hawaiiana Management Company, Ltd., 711 Kapiolani Boulevard, Suite 700, Honolulu, Hawaii 96813 ("Association"),

WITNESSETH THAT:

WHEREAS, by Declaration of Condominium Property Regime of Keola La'i dated October 21, 2005 (the "Declaration"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217082, the property described in the Declaration was submitted to a Condominium Property Regime established by Chapter 514A, Hawaii Revised Statutes (now Chapter 514B, Hawaii Revised Statutes), as amended; and

WHEREAS, Declarant also recorded the Bylaws of the Association of Apartment Owners of Keola La'i dated October 21, 2005 (the "Bylaws"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217083, and plans describing the improvements to the project as Condominium Map No. 4101; and

WHEREAS, the Declaration, as amended, provided for the organization and operation of the Association of Apartment Owners of Keola La'i (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, the Declaration was amended by instrument dated July 17, 2007, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2007-133460; by instrument dated July 30, 2007, recorded in said Bureau as Document No. 2007-136455; by instrument dated August 2, 2007, recorded in said Bureau as Document No. 2007-138212; by instrument dated November 14, 2007, recorded in said Bureau as Document No. 2007-200035; by instrument dated February 21, 2008, recorded in said Bureau as Document No. 2008-025429; by instrument dated November 5, 2008, recorded in said Bureau as Document No. 2008-175823; and by instrument dated May 26, 2010, recorded in said Bureau as Document No. 2010-075268; and

WHEREAS, the Bylaws were amended by instrument dated July 17, 2007, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2007-133460; by instrument dated July 30, 2007, recorded in said Bureau as Document No. 2007-136456; and by instrument dated November 14, 2007, recorded in said Bureau as Document No. 2007-200036; and

WHEREAS, pursuant to HRS Section 514B-108(e), owners of more than sixty-seven percent (67%) of the common interests of Keola La'i have given their written consent to amend the Bylaws as outlined below;

NOW THEREFORE, the Bylaws are amended as follows:

AMENDMENT

Article IV, Section 4.12 of the Bylaws is amended to read as follows:

SECTION 4.12 **Special Meetings.** Special meetings of the Board of Directors may be called by the President or any one Director on written notice to each member of the Board of Directors, which notice shall state the time, place and purpose of the meeting.

In all other respects, the Bylaws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Keola La'i hereby certify that the above amendment was made by the written consent of at least 67% of the members of the Association.


Each of the undersigned officers of the Association warrants and represents that he or she is legally authorized to sign this Amendment on behalf of the Association. The officers of the Association agree that this Amendment may be executed in counterparts, each of which shall be deemed an original, and those counterparts shall together constitute one and the same instrument, binding all the Parties, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

(The remaining portion of this page is intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, the undersigned have executed this instrument on this
2ND day of MARCH, 2011.

ASSOCIATION OF APARTMENT OWNERS
OF KEOLA LA'I

By: 
(Print name: RUSSELL A. GOUBEIA)
Its: PRESIDENT

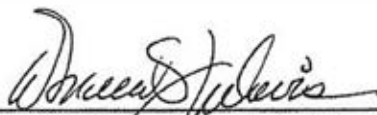
By: 
(Print name: THOMAS SCHNELL)
Its: VICE PRESIDENT

STATE OF HAWAII)
)
CITY & COUNTY OF HONOLULU) ss.

On this 2ND day of MARCH, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared THOMAS SCHNELL, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the VICE PRESIDENT of the Association of Apartment Owners of Keola La'i, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Bylaws of the Association of Apartment Owners of Keola La'i," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated MARCH 2, 2011 and contained 5 pages at the time of this acknowledgment/certification.




Print Name: DONALD J. DAVIS
Notary Public, State of Hawai'i

My Commission Expires: 2-26-14

Date: 3-2-11 # Pages: 5

Name: DONALD J. DAVIS First Circuit

Doc Description: AMENDMENT TO BYLAWS
OF THE ASSO OF KEOLA LA'I


NOTARY SIGNATURE
NOTARY CERTIFICATION



STATE OF HAWAII)
) ss.
CITY & COUNTY OF HONOLULU)

On this 2ND day of MARCH, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared RUSSELL A. GOUVEIA, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the PRESIDENT of the Association of Apartment Owners of Keola La'i, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Bylaws of the Association of Apartment Owners of Keola La'i," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated MARCH 2, 2001 and contained 5 pages at the time of this acknowledgment/certification.



Donald J. Davis
Print Name: DONALD J. DAVIS
Notary Public, State of Hawai'i

My Commission Expires: 2-26-14

Date: 3-2-11 # Pages: 5

Name: DONALD J. DAVIS First Circuit

Doc Description: Amendment to Bylaws
OF THE AOA OF KEOLA LA'I

Donald J. Davis
NOTARY SIGNATURE

NOTARY CERTIFICATION



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE Doc A-47590808
DOCU January 11, 2013 2:00 PM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO: BY: MAIL PICKUP

EKIMOTO & MORRIS, LLLC
JOHN A. MORRIS, ESQ./alt
AMERICAN SAVINGS BANK TOWER
1001 BISHOP STREET, SUITE 780
HONOLULU, HAWAII 96813-3410

Total pages: 6

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Tax Map Key: (1) 2-1-48-8

Condominium Map No.: 4101

**AMENDMENT TO BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF
KEOLA LA'I**

This AMENDMENT TO BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I ("Amendment") is made by the **ASSOCIATION OF APARTMENT OWNERS OF KEOLA LA'I**, whose address is % Hawaiiiana Management Company, Ltd., 711 Kapiolani Boulevard, Suite 700, Honolulu, Hawaii 96813,

WITNESSETH THAT:

WHEREAS, by Declaration of Condominium Property Regime of Keola La'i dated October 21, 2005 (the "Declaration"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217082, the property described in the Declaration was submitted to a Condominium Property Regime established by Chapter 514A, Hawaii Revised Statutes (now Chapter 514B, Hawaii Revised Statutes), as amended; and

WHEREAS, Declarant also recorded the Bylaws of the Association of Apartment Owners of Keola La'i dated October 21, 2005 (the "Bylaws"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-217083, and plans describing the improvements to the project as Condominium Map No. 4101; and

WHEREAS, the Declaration, as amended, provided for the organization and operation of the Association of Apartment Owners of Keola La'i (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, the Declaration was amended by instrument dated July 17, 2007, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2007-133460; by instrument dated July 30, 2007, recorded in said Bureau as Document No. 2007-136455; by instrument dated August 2, 2007, recorded in said Bureau as Document No. 2007-138212; by instrument dated November 14, 2007, recorded in said Bureau as Document No. 2007-200035; by instrument dated February 21, 2008, recorded in said Bureau as Document No. 2008-025429; by instrument dated November 5, 2008, recorded in said Bureau as Document No. 2008-175823; and by instrument dated May 26, 2010, recorded in said Bureau as Document No. 2010-075268; and

WHEREAS, the Bylaws were amended by instrument dated July 17, 2007, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2007-133460; by instrument dated July 30, 2007, recorded in said Bureau as Document No. 2007-136456; by instrument dated November 14, 2007, recorded in said Bureau as Document No. 2007-200036; and by instrument dated March 2, 2011, recorded in said Bureau as Document No. 2011-038236; and

WHEREAS, pursuant to HRS Section 514B-108(e), owners of more than sixty-seven percent (67%) of the common interests of Keola La'i have given their written consent to amend the Bylaws as outlined below;

NOW THEREFORE, the Bylaws are amended as follows:

AMENDMENT

Article VIII, Section 8.7 of the Bylaws is amended to add the following subsection (k):

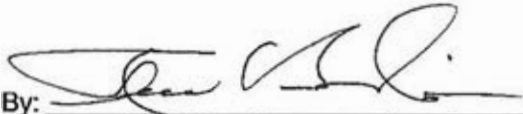
(k) No smoking of any substance, including but not limited to cigarettes, pipes, and cigars, is permitted throughout the project including the apartments and the lanais. The Board shall have the authority to adopt or amend house rules and policies pursuant to Article VI, Section 6.4 of these Bylaws, to fully implement this provision.

In all other respects, the Bylaws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Keola La'i hereby certify that the above amendment was made by the written consent of owners representing more than 67% of the common interest of the Association.

Each of the undersigned officers of the Association warrants and represents that he or she is legally authorized to sign this Amendment on behalf of the Association. The officers of the Association agree that this Amendment may be executed in counterparts, each of which shall be deemed an original, and those counterparts shall together constitute one and the same instrument, binding all the Parties, notwithstanding that all the Parties are not signatories to the original or the same counterpart.


IN WITNESS WHEREOF, the undersigned have executed this instrument on this
18TH day of DECEMBER, 2012.

ASSOCIATION OF APARTMENT OWNERS
OF KEOLA LA'I

By: 
(Print name: Russell A. Gouveia)
Its: PRESIDENT

(Signatures continued on next page)

ASSOCIATION OF APARTMENT OWNERS
OF KEOLA LA'I

By: 
(Print name: Thomas Schnell)
Its: VICE PRESIDENT.

STATE OF HAWAII)
) ss.
CITY & COUNTY OF HONOLULU)

On this 18th day of DECEMBER, 2012, in the First Circuit of the State of Hawai'i, before me personally appeared RUSSELL AGUIVEIA, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the PRESIDENT of the Association of Apartment Owners of Keola La'i, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Bylaws of the Association of Apartment Owners of Keola La'i," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated DECEMBER 18, 2012 and contained 6 pages at the time of this acknowledgment/certification.



Donald J. Davis

Print Name: DONALD J. DAVIS
Notary Public, State of Hawai'i

My Commission Expires: 2-26-14

Date: 12-18-12 # Pages: 6

Name: DONALD J. DAVIS # First Circuit

Doc Description: AMENDMENT TO THE
By-Laws of AOA Keola La'i

Donald J. Davis
NOTARY SIGNATURE

NOTARY CERTIFICATION



STATE OF HAWAII)
)
CITY & COUNTY OF HONOLULU) ss.

On this 18th day of DECEMBER, 2012, in the First Circuit of the State of Hawai'i, before me personally appeared THOMAS SCHNELL, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the VICE PRESIDENT of the Association of Apartment Owners of Keola La'i, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Bylaws of the Association of Apartment Owners of Keola La'i," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated DECEMBER 18, 2012 and contained 6 pages at the time of this acknowledgment/certification.



Donald J. Davis
Print Name: DONALD J. DAVIS
Notary Public, State of Hawai'i

My Commission Expires: 2-26-14

Date: 12-18-12 # Pages: 6

Name: DONALD J. DAVIS : First Circuit

Doc Description: AMENDMENT TO THE
BY LAWS OF THE AAO OF KEOLA LA'I

Donald J. Davis
NOTARY SIGNATURE

NOTARY CERTIFICATION

