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/s/ CARL T. WATANABE  
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Return by: Mail [ ] Pickup [X] To:

NEELEY & ANDERSON LLP  
A Limited Liability Law Partnership  
Joyce Y. Neeley (3134-0)  
733 Bishop Street, Suite 2301  
Honolulu, Hawaii 96813 (808) 536-8177

**RESTATEMENT OF BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY TOWERS**

(Condominium Map. No. 80)

WHEREAS, Section 514A-82.2(a), Hawaii Revised Statutes, provides that associations of apartment owners may at any time restate the by-laws of the associations to set forth all amendments thereof by resolution adopted by the Board of Directors;

WHEREAS, Section 514A-82.2(b), Hawaii Revised Statutes, provides that associations of apartment owners may at any time restate the by-laws of the associations to amend the by-laws as may be required in order to conform with the provisions of Chapter 514A, Hawaii Revised Statutes, or any other statute, ordinance, rule, or regulation enacted by any governmental authority, by resolution adopted by the Board of Directors, and the restated by-laws shall be as fully effective for all purposes as if adopted by the vote or written consent of the apartment owners. Section 514A-82.2(b), Hawaii Revised Statutes, further provides that the by-laws as restated pursuant to that Section shall: 1) identify each portion so restated; 2) contain a statement that those portions have been restated solely for the purposes of information and convenience; 3) identify the statute, ordinance, rule, or regulation implemented by the amendment; and 4) state that

in the event of any conflict, the restated by-laws shall be subordinate to the cited statute, ordinance, rule, or regulation;

WHEREAS, Section 514A-82.2(c), Hawaii Revised Statutes, provides that upon the adoption of a resolution pursuant to Section 514A-82.2(a) or (b), Hawaii Revised Statutes, the restated by-laws shall set forth all of the operative provisions of the by-laws, as amended, together with a statement that the restated by-laws correctly set forth, without change, the corresponding provisions of the by-laws, as amended, and that the restated by-laws supersede the original by-laws and all prior amendments thereto;

WHEREAS, the Board of Directors of the Association of Apartment Owners of Makaha Valley Towers by adoption of a resolution on January 25, 2000 voted to record a restated version of the By-Laws which would set forth the provisions of the By-Laws attached to the Declaration of Horizontal Property Regime filed with the Assistant Registrar of the Land Court of the State of Hawaii on May 22, 1969 as Document No. 474005 and noted on Transfer Certificate of Title No. 126292 (currently Transfer Certificate of Title Nos. as attached hereto), and amended by instruments filed or recorded with the Assistant Registrar of the Land Court of the State of Hawaii, on February 1, 1971 as Document No. 526183, on March 20, 1973 as Document No. 754198, on January 9, 1981 as Document No. 1050438, on October 9, 1985 as Document No. 1327418, on December 21, 1990 as Document No. 1790193, on December 31, 1990 as Document No. 1792580, on August 6, 1991 as Document No. 1841695, on July 19, 1993 as Document No. 2045510, on January 11, 2000 as Document No. 2600755 and on December 24, 2001 as Document No. 2764226 and noted on Transfer Certificate of Title Nos. as attached hereto, and which would conform to Chapter 514A, Hawaii Revised Statutes and the Fair Housing Act, as amended.

NOW, THEREFORE, the By-Laws of the Association of Apartment Owners of Makaha Valley Towers are hereby restated as set forth below. Each By-Law provision that has been restated has been identified in the endnotes attached hereto. Said provisions have been restated solely for the purposes of information and convenience. To the extent that there is any conflict between the restated provisions of the By-Laws and the statute or statutes being implemented, the provisions of the restated By-Laws shall be subordinate to said statute or statutes. The restated version of the By-Laws correctly sets forth, without change, the corresponding provisions of the By-Laws, as amended. This restated version of the By-Laws shall supersede the original By-Laws and all prior amendments thereto; provided, however, that in the event of any conflict, the restated version of the By-Laws shall be subordinate to the original By-Laws and all prior amendments thereto.

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## BY-LAWS OF ASSOCIATION OF APARTMENT OWNERS

WHEREAS, MAKAHA VALLEY, INCORPORATED, a Hawaii corporation, hereinafter called "Developer" is the owner of the land described in the Declaration of Horizontal Property Regime to which these By-Laws are annexed; and

WHEREAS, the Developer is desirous of submitting the aforesaid land and buildings thereon to a horizontal property regime by filing a Declaration of Horizontal Property Regime and adopting these By-Laws which shall be annexed to said Declaration all as provided for by Chapter 514A Hawaii Revised Statutes;<sup>1</sup>

NOW, THEREFORE, Developer hereby declares that all of the property hereinabove described is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following By-Laws all of which are declared and agreed to be in furtherance of the plan set forth in the Declaration of Horizontal Property Regime to which these By-Laws are annexed, to constitute said property a Horizontal Property Regime or Condominium under the aforesaid Chapter 514A and are established and agreed upon for said purposes and for the purpose of enhancing and perfecting the value, desirability and attractiveness of said property. These By-Laws shall run with the aforesaid land and apartments and shall be binding upon all parties having or acquiring any right, title or interest therein. The Developer, acting as the present Association of Apartment Owners of said property, hereby approves and adopts these By-Laws pursuant to said Chapter 514A

### ARTICLE I

#### INTRODUCTORY PROVISIONS

SECTION 1. Definitions. The terms used herein shall have the meanings given to them in said Chapter 514A except as expressly otherwise provided herein. The term "common elements" means those elements designated in the aforesaid Declaration as common elements and limited common elements. The term "Property" shall include the land, the buildings and all other improvements thereon (including the Apartments and the common elements) and all easements, rights and appurtenances belonging thereto, and all other property affixed thereto and intended for use in connection therewith. The term "Rules and Regulations" refers to the Rules and Regulations for the conduct of occupants of the buildings adopted by the Board of Directors as hereinafter provided. "Owner" means a person owning severally or as a co-tenant an Apartment and the common interest appertaining thereto, 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 agreement of sale or lease filed or recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and filed with the Board of Directors, a vendee or lessee of an Apartment or interest therein shall be deemed to be the Owner of such Apartment or interest therein. The terms "Apartment Owners, Association of Owners, Association" and similar terms

mean and refer to (except where such meaning would be clearly repugnant to the context) the Association of Apartment Owners.<sup>2</sup>

SECTION 2. Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 514A Hawaii Revised Statutes. In case any of these By-Laws conflict with the provisions of said Chapter 514A or of the Declaration, the provisions of said Chapter 514A or of the Declaration, as the case may be, shall control.

SECTION 3. Application. All present and future Owners, mortgagees, tenants and occupants of Apartments and their employees, and any other persons who may use the said property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations. The acceptance of an assignment of lease or conveyance or the entering into of a lease or the act of occupancy of an Apartment shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

## ARTICLE II

### ASSOCIATION OF OWNERS

SECTION 1. Annual Meetings. The annual meeting of the Association of Apartment Owners shall be held within three (3) months after the end of each accounting year on a date to be determined by the Board. The annual meeting shall be for the purpose of electing Directors and for the transaction of any other business brought before the meeting.<sup>3</sup>

SECTION 2. Place of Meetings. All meetings of the Association of Apartment Owners shall be held at 84-740 Kili Drive, Waianae, Hawaii, or elsewhere within the State as may be determined by the Board of Directors.<sup>4</sup>

SECTION 3. Special Meetings. Special meetings of the Owners of the Apartments may be held at any time upon the call of the President or of any three (3) Directors, or upon the written request of not less than twenty-five per cent (25%) of the Owners.

SECTION 4. Notice of Meetings and Other Notices. Written notice of all meetings, annual or special, stating the place, day and hour of the meeting and whether it is annual or special, the items on the agenda for the meeting and a standard proxy form authorized by the Association, if any and in case of each special meeting stating briefly the business proposed to be transacted thereat, and a standard proxy form authorized by the Association and any other notices permitted or required to be delivered by these By-Laws shall be given by mailing such notice, postage prepaid, at least fourteen (14) days before the date assigned for the meeting, to the Owners of the Apartments at their address at the property or at the address given to the Board for the purpose of service of such notices. Upon written request for notices delivered to the Board, the holder of any duly recorded mortgage or deed of trust from any Owner of an Apartment may

obtain a copy of any and all notices permitted or required to be given to the Owner of an Apartment, whose interest is subject to said mortgage or deed of trust. Upon notice being given in accordance with the provisions hereof, the failure of any Owner of an Apartment to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. Each such Owner shall keep the Board informed of any changes in address.<sup>5</sup>

SECTION 5. Adjourned Meetings. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by a majority of the votes of the Apartment Owners present, whether or not a quorum be present, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

SECTION 6. Quorum. The presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum, and the acts of a majority of a quorum present, in person or by proxy at any meeting shall be the acts of the Association except as otherwise provided herein. The term "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty per cent (50%) of the common interests as established by the Declaration, and any other specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests.<sup>6</sup>

SECTION 7. (a) 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 in the Declaration. Votes may be cast in person or by proxy by the respective Apartment Owners. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association, the percentage vote for any Apartment owned or controlled by him in such capacity, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such Apartment in such capacity. The vote for any Apartment owned of record by any 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 his share of ownership in such Apartment.

(b) Proxies.

(1) A proxy, to be valid, must be delivered to the Secretary of the Association or the Managing Agent 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 of Makaha Valley Towers, the date of the meeting of the Association of Apartment Owners of Makaha Valley Towers, 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.



(2) 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 apartment owner desires and indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the Apartment.

(3) Only a standard form proxy authorized by the Association, through its Board of Directors, shall be accepted at any meetings, whether annual or special.

(4) Proxies may be given to the Board of Directors as an entity. All proxy forms, at a minimum, shall contain boxes wherein the Owner may indicate that the Owner wishes the proxy:

- (a) To be given for quorum purposes only;
- (b) To be given to a specific individual whose name is printed next to this box;
- (c) To be given to the Board of Directors as a whole and that the vote be made on the basis of the preference of the majority of the Board; or
- (d) To be given to those directors present at the meeting and the vote to be shared with each Board member receiving an equal percentage.

(5) Nothing in this section shall affect the holder of any proxy under a first mortgage of record encumbering an apartment or under an agreement of sale affecting an apartment.

(6) No officer shall use Association funds to solicit proxies; provided that this shall not prevent an officer from exercising his or her right as an Apartment Owner.

(7) No resident manager, or managing agent shall solicit, for use by the manager or managing agent, any proxies from any apartment owner of the Association, nor shall he/she cast any proxy vote at any Association meeting except for the purpose of establishing a quorum.

(8) Any Board of Directors that intends to use Association funds to distribute proxies, shall first post notice of its intent to distribute proxies in prominent locations within the project at least thirty days prior to its distribution of proxies; provided that if the Board receives within seven days of the posting a request by any Owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall mail to all Owners either:

- (a) 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
- (b) 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 statements shall not exceed one hundred words, indicating the Owners' qualifications to serve on the Board and reasons for wanting to receive proxies. The Board shall not adopt any rule prohibiting the solicitation of proxies or distribution of materials relating to Association matters on the common elements by Apartment Owners; provided that the Board may adopt rules regulating reasonable time, place and manner of such solicitations or distributions or both. The Board of Directors may prohibit commercial solicitations.<sup>7</sup>

SECTION 8. Election of Directors. Election of Directors shall be by voting by secret ballot at each annual meeting of the Association and any special meeting called for that purpose. Provided, however, in the event that there are the same number of candidates for election as seats available on the Board and there is no contest as to who holds which seat, the election can take place by acclamation.<sup>8</sup>

SECTION 9. Order of Business. The order of business at all annual meetings of the Apartment Owners shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of Officers;
- (e) Report of Board of Directors;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board of Directors (when so required);
- (i) Unfinished business;
- (j) New business; and

(k) Adjournment.<sup>9</sup>

SECTION 10. Conduct of Meetings. All Association and Board of Directors meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order.<sup>10</sup>

### ARTICLE III

#### BOARD OF DIRECTORS

SECTION 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons, all of whom shall be Owners or co-Owners, vendees under an agreement of sale, or in the case of corporate Owners, shall be officers, directors, stockholders or employees of such corporations, or in the case of fiduciary Owners, shall be the fiduciaries or officers or employees of such fiduciaries. The partners in a general partnership and limited liability partnership, general partners of a limited partnership, the members of a member-managed limited liability company, the managers of a manager-managed limited liability company, and the trustees of an Apartment held in trust shall be deemed to be the Owners of an Apartment owned by their partnership, company or trust for the purpose of this Section. There shall not be more than one representative of the Board from any one Apartment. No resident manager of Makaha Valley Towers shall serve on the Board of Directors.<sup>11</sup>

SECTION 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as by law or by the Declaration or by these By-Laws 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) To operate, care, upkeep and maintain the common elements;
- (b) To determine the common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the property;
- (c) To engage and contract for all goods and services which the Board, in its discretion, deems necessary for the proper operation of the premises or as required or permitted by these By-Laws or by law, payment for which will be made from the assessments and maintenance charges paid by the Owners in accordance with these By-Laws;
- (d) To provide, or cause to be provided, all services, including utility services, used in common or jointly by the common elements, limited common elements and apartments as initially incorporated in the premises, or as shall be incorporated in the premises from time to time in accordance to these By-Laws, payment for which will be made from assessments and maintenance charges paid by the Owners as provided therein;

(e) To maintain or cause to be maintained 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 other expenses incurred and to make such records and the vouchers authorizing the payments available for examination by the Owners of the Apartments during reasonable business hours in accordance with Chapter 514A, Hawaii Revised Statutes;<sup>12</sup>

(f) To render or cause to be rendered annually a statement to the owners of the apartments of all receipts and disbursements during the preceding year;

(g) To render or cause to be rendered statements, when required by law, of any assessments which remain unpaid by any owner of the apartments;

(h) To bring action on behalf of two or more of the owners of the apartments, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one apartment as the Board deems advisable;

(i) To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these By-Laws;

(j) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board;

(k) To designate and removal [*sic*] personnel necessary for the maintenance, repair and replacement of the common elements, and to engage such other services necessary and proper for, and incidental to, the operation of the premises as deemed advisable by the Board;

(l) To engage the services of a Managing Agent at a compensation established by it to perform such duties and services as it shall authorize, and to delegate any of its powers and duties as provided in this section as the Board deems advisable, provided such delegation shall not conflict with any applicable laws;

(m) To procure fidelity bonds covering all officers and employees of the Association handling and responsible for the Association's fund and personal property, and to procure Directors and Officers Liability Insurance if the Board deems it advisable, and the premiums of such bonds and insurance shall be paid by the Association as common expenses;

(n) To perform any and all duties imposed on the Board by applicable law, the Declaration of Horizontal Property Regime and this By-Laws;

(o) To determine policies and to adopt house rules and regulations governing the details of the operation and use of the premises, including the common elements, and to amend such house rules and regulations from time to time as the Board deems advisable; and

(p) The violation of any of the Rules, the breach of any of these By-Laws or the breach of any provision of the Declaration, or violation of the Act by a tenant or occupant other than an Owner, shall give the Board the right in addition to any other rights or remedies provided by law, the Declaration or these By-Laws, to initiate and prosecute to conclusion a legal action to terminate any lease, rental agreement or other occupancy right of such tenant or occupant and/or to obtain a court order directing such tenant or occupant immediately to permanently vacate such apartment and to refrain from re-entering the project and in such event, the Association shall have no liability to the Owner for lost rentals or any other consequence of such termination or removal.<sup>13</sup>

(q) The Board of Directors 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 costs 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 Owners representing fifty percent of the common interest and Apartments give written consent to such borrowing, having been first notified of the purpose and use of the funds.<sup>14</sup>

SECTION 3. Managing Agent and Manager. The Board of Directors shall at all times employ a responsible Hawaii corporation as Managing Agent to manage and control the property, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to said Managing Agent by the Board. The Board or the Managing Agent may also employ a Manager. The compensation of the Managing Agent and of the Manager shall be such as shall be specified from time to time by the Board.

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) purchase, maintenance and replacement of any equipment, (d) provide for service of all utilities to the buildings and various apartments, (e) employment, supervision and dismissal of such personnel as it deems necessary for the maintenance and operation of the project, (f) enter into 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 as is contemplated by these By-Laws, (j) custody and control of all funds and maintenance of books and records and preparation of financial reports.

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.<sup>15</sup>

SECTION 4. Election and Term of Office. At the first annual meeting of the Apartment Owners, the term of office of three members of the Board of Directors shall be fixed at three (3)

years, the term of office of three members of the Board of Directors shall be fixed at two (2) years and the term of office of three members of the Board of Directors shall be fixed at one (1) year. After the expiration of the term of office of each of the initial members, each successor member of the Board of Directors shall be elected to serve for a term of three (3) years so as to always have the terms of three members expiring every year. Each member of the Board of Directors shall continue to exercise the powers and duties of the office until his successor shall have been elected by the Apartment Owners in case of delay in the election of a successor.

SECTION 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Hawaii for more than six months, or his ceasing to be the sole owner or co-owner of an apartment, shall cause his office to become vacant.

SECTION 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting.

SECTION 7. Annual Meeting. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Association, and no notice shall be necessary to any directors in order validly to constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year.

SECTION 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone, telegraph, facsimile or other form of electronic communication, at least seven (7) days prior to the date of such meeting.<sup>16</sup>

SECTION 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least one (1) day's notice to each Director, given personally or by telephone, telegraph, facsimile or other form of electronic communication, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two (2) directors. Members of the Board of Directors may participate in a special meeting of the Board by means of a conference telephone or similar communications equipment by means of

which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.<sup>17</sup>

SECTION 10. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

SECTION 11. Quorum of Board. At all meetings of the Board of Directors a majority of the total number of directors established by these By-Laws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meetings at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. Fidelity Bonds/Registration. The Board of Directors shall require that all officers, employees and agents of the Association handling or responsible for its funds secure fidelity bonds as required by Chapter 514A, Hawaii Revised Statutes. The premiums on such bonds shall be paid by the Association as common expenses. The Board shall also register the Association as required by Chapter 514A, Hawaii Revised Statutes.<sup>18</sup>

SECTION 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such. Directors may be reimbursed for expenses, including reasonable travel expenses, incurred while acting on behalf of the Association provided, however, no Association funds shall be expended by directors for directors' fees or per diem unless owners are informed and a majority approve of the expenses. The directors 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 includes these expenses as separate line items. These expenses may include registration fees, books, videos, tapes, other educational materials, and economy travel expenses; provided, however, that except for economy travel expenses within the State, all other travel expenses shall be subject to Owner approval.<sup>19</sup>

SECTION 14. Liability and Indemnity of the Board of Directors. The members of the Board of Directors shall not be liable to the Apartment Owners for any mistake or judgment or otherwise except for their gross negligence or wilful misconduct. The Association of Owners shall indemnify each Director of the Association against all costs, expenses and liabilities, including the amount of 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 by reason of any past or future action taken or authorized or approved by him or any omission to act as such Director, whether or not he continues to be such Director at the time of the incurring or imposition of such costs, expenses or liabilities, except 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 wilful misconduct toward the Association in the performance of his duties as such Director. As to whether or not a Director was liable by reason of gross negligence or wilful misconduct toward the Association in the performance of his duties as such Director, in the absence of such final adjudication of the existence of such liability, the Board of Directors and each Director may conclusively rely upon an opinion of legal counsel selected by or in the manner designated by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such Director.<sup>20</sup>

SECTION 15. Conflict of Interest. A director shall not vote at any Board meeting on any issue on which the director has a conflict of interest. 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 disclosure was made. In the event of a conflict of interest, a majority of disinterested directors shall constitute a quorum.<sup>21</sup>

SECTION 16. Notices. 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 hours prior to the meeting or simultaneously with notice to the Board.<sup>22</sup>

SECTION 17. Documents. Each Board member will be supplied with a current version of Chapter 514A, Hawaii Revised Statutes, the Declaration and the By-Laws for the project at Association expense.<sup>23</sup>

SECTION 18. Open Meetings. (a) All Board meetings other than executive sessions will be open to all Owners. Owners who are not on the Board may take part in any discussion or deliberation other than executive sessions, unless not allowed to do so by the vote of a majority of a quorum of the Board.<sup>24</sup>

(b) The Board may, upon the vote of a majority of a quorum of the Board, adjourn any meeting and reconvene in a closed executive session to discuss the vote upon: (1) personnel matters; or (2) litigation in which the Association is or may become involved. Before adjourning to executive session, the Board must announce the general nature of all business that will be considered in executive session.



## ARTICLE IV

### OFFICERS

SECTION 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall, but no other officers need be, members of the Board of Directors. An owner shall not simultaneously act as an officer of the Association and an employee of the Managing Agent of the Association.<sup>25</sup>

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be 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 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these By-Laws or assigned to him from time to time by the Board.

SECTION 5. Vice President. The Vice President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. He shall also have such other powers and duties as may be assigned to him from time to time by the Board.

SECTION 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these By-Laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all duties incident to the office of Secretary.

SECTION 7. Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Association of all its funds and securities.

SECTION 8. Auditor. The Association shall appoint annually a certified public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any apartment, to audit the books and financial records of the Association as required by law or directed additionally by the Board of Directors. The Association shall require an annual audit of the Association financial accounts and no less than one annual unannounced verification of the Association's cash balances.<sup>26</sup>

SECTION 9. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two (2) of the President, Vice President, Secretary or Treasurer, or by such other person or persons as may be designated by the Board of Directors.

## ARTICLE V

### USE AND MAINTENANCE OF PREMISES

SECTION 1. Purposes and Uses. (a) The owner of each of the apartments in the building, other than the laundry, storage and office apartments, shall use such apartment only as living accommodations for permanent and temporary residential purposes. The owner of the laundry apartment shall use such laundry area only for installation of washing, drying and ironing facilities and use thereof for hire for such purposes. The owner of the storage apartment shall use such storage area only for storage of supplies, equipment, suitcases, lockers and other materials and use thereof for hire for such purposes. The owner of the office apartment shall use such office for manager, security, mail, maintenance and other similar office purposes and use thereof for hire for such purposes. The Owner of each such Apartment may utilize the Apartment solely in accordance with the foregoing provisions of this paragraph, utilizing the established ways and means provided for ingress and egress thereto, and for such other purposes and in such manner as shall be permitted in these By-Laws and the Rules and Regulations.

No trade or business of any kind may be conducted in or from any residential Apartment except that an Owner or occupant residing in a residential Apartment may conduct such business activity within the Apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Apartment; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming onto the common elements who do not reside in the condominium; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve the provision of goods

or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefor.<sup>27</sup>

(b) The Owner of an Apartment shall not use the same for any purpose which will injure the reputation of the building or premises. Such Owner shall not suffer anything to be done or kept in the Apartment or elsewhere in the premises, beyond those customarily done or kept for uses set forth in Section 1 of this ARTICLE V, or which will jeopardize the soundness of the building or premises, or which will interfere with or unreasonably disturb the rights of the other Owners, or which will obstruct the public halls or stairways of the building, or which will increase the rate of fire insurance on the building or the contents thereof, or which will reduce the value of the premises.

(c) The Owner of an Apartment shall not, without the prior written consent of the Board, make any structural alterations in or additions to the Apartment or make any alterations in or additions to the exterior of the Apartment or to the common elements, except as may be otherwise provided in these By-Laws.

(d) The Owner of an Apartment shall not, without the prior written consent of the Board or the Managing Agent, display any sign or any other device in or upon any door, windows, wall or other portion of the premises, or otherwise so as to be visible from the exterior. The Owner of an Apartment shall not, without the prior written consent of the Board, install any reflective film on lanai glass doors or windows. The Owner of an Apartment shall not install window coverings for lanai glass doors or windows except with a white or off-white lining in order to preserve the exterior appearance of the Project.<sup>28</sup>

(e) The Owner shall be responsible for the care and maintenance of any lanais which are included in their respective Apartments. The Owners may not, however, paint or otherwise decorate their respective lanais without the prior approval of the same by the Board of Directors, and the Owners shall not place anything on their lanais other than plants and furniture. It is intended that the exterior of the building shall present a uniform appearance, and to effect that end the Owners hereby agree that the Board may require the painting of each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the lanais and to make payment therefor out of the maintenance fund. No awnings, shades, jalousies or other device shall be erected or placed on the lanais so as to be visible from the exterior unless written permission shall have been obtained from the Board of Directors.

(f) The residential apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club or other membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall not be limited to any plan,

program or arrangement under which the right to use, occupy, own, lease or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, beneficial interest under a Hawaii Land Trust, rental or use agreement, co-tenancy agreement, partnership or otherwise.<sup>29</sup>

(g) Clothes washing and/or drying machines shall not be installed or used in any residential apartment other than washing and/or drying machines installed in residential apartments prior to June 1, 1982; provided that such washing and/or drying machines shall not be replaced if they become inoperable or are removed for any reason whatsoever; provided further that if the apartment in which any such washing and/or drying machine is installed is hereafter conveyed, sold, assigned, or otherwise transferred (other than into a trust for the benefit of the current owner), such washing and/or drying machine shall be removed by the owner upon such sale, conveyance, or transfer.<sup>30</sup>

(h) The maximum number of residents per apartment shall not exceed the following:

Studio:	Three persons
One-Bedroom:	Four persons
Two-Bedroom:	Six persons

A "Resident" shall be defined herein as any occupant of the apartment who is not a Guest. A Guest as used herein shall mean any person who occupies the apartment for less than 30 calendar days in any 365-day calendar period.<sup>31</sup>

(i) No pets shall be kept or allowed in any apartment or anywhere on the Project. Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these Rules, visually impaired persons may keep guide dogs, hearing impaired persons may keep signal dogs and physically impaired persons may keep service animals, as defined in Chapter 515, Hawaii Revised Statutes, in their apartment and may use such dogs/animals as reasonably necessary to enjoyment of the Association facilities.<sup>32</sup>

## ARTICLE VI

### COMMON EXPENSES, APARTMENT EXPENSES AND TAXES

SECTION 1. Common Expenses. The Owner of each Apartment shall be liable for and pay a share of the common expenses in proportion to his interest in the common elements appurtenant to his Apartment. 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, cost of repair, reinstatement, rebuilding and replacement of the premises, yard, janitorial, 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, including limited common elements. The common expenses may also include such amounts as the Board of Directors may deem proper to make up any deficit in the common expenses for any prior year and a reserve fund for the operation and maintenance of the property, including, without limitation, anticipated needs for working capital of the Association, and for replacements, repairs and contingencies. The Manager or Board of Directors shall notify the Apartment Owners in writing of maintenance fee increases at least thirty (30) days prior to such an increase. Payments of common expenses shall be made to the Board, as agent of the Owners of the Apartments, and the Board shall transmit said payments on behalf of each such Owner to the third person entitled to said payments from each Owner. If an assessment proves inadequate for any reason, the Board may levy a special assessment against all Owners with at least thirty (30) days notice.<sup>33</sup>

SECTION 2. Apartment Expenses. The Owner of each Apartment shall be liable for and pay a share, on the basis of the allocation as determined hereinafter, of the expenses, herein referred to as "Apartment Expenses", of utility service, including water, electricity, and gas, garbage disposal and other similar services, provided for or made available to the Owners and occupants of Apartments, and all wages, accounting and legal fees, management fees and other costs incident thereto. Payments of Apartment expenses shall be made to the Board, as agent of the Owners of the Apartments, and the Board shall transmit said payments on behalf of each such Owner to the third person entitled to said payments from each Owner.

SECTION 3. Allocation of Common Expenses and Apartment Expenses. For the purpose of fixing and determining the payments to be made as hereinabove provided in Sections 1 and 2, the Board shall, on behalf of all Owners, determine in advance for each calendar year the estimated aggregate amount of the common expenses and Apartment expenses for such year. The Board, on behalf of the Owners, may from time to time during each year make reasonable adjustments in said estimated aggregate amount of common expenses and Apartment expenses on the basis of actual costs incurred in prior months or periods. Said estimated aggregate amount of common expenses and Apartment expenses for each year shall be allocated as follows:

(a) The aggregate amount so estimated by the Board shall be allocated from time to time to the common expenses and the Apartment expenses in accordance with generally accepted accounting principles.

(b) The amounts so allocated to the common expenses shall then be prorated among the Owners of Apartments in proportion to the common interests in the common elements appurtenant to the Apartments.

(c) The amounts so allocated to the Apartment expenses shall be allocated to the Owners in accordance with generally accepted accounting principles.

(d) Said allocated amounts of the estimated common expenses and Apartment expenses, as determined from time to time by the Board, shall be payable by the Owner in monthly installments in advance on or before the 10th day of each month. Any omission or delay in determining and allocating the common expenses and Apartment expenses for any period shall not relieve the Owner therefrom. In such event, the Owner, pending the determination and allocation thereof, shall continue to pay the same common expenses and Apartment expenses that the Owner had been paying during the last preceding period and shall pay the deficiency, if any, upon the determination and allocation of the proper common expenses and Apartment expenses within ten (10) days after notice thereof. Said installments transmitted to the Board, as agent of all Owners, shall then be transmitted by the Board to the third person entitled to payment of same from each Owner.

(e) In the event an Owner fails to pay within the time and in the manner prescribed in subparagraph (d) hereinabove, (his)(her)(its) allocated amount of the estimated common expense and Apartment expenses then the Board may impose a late charge fee against such Owner for each such default or defaults in such amount as shall be determined by the Board of Directors from time to time. Late fees shall be assessed on the eleventh (11th) day of each month and an additional late fee, determined by the Board as aforementioned, shall be assessed on the eleventh (11th) day of each subsequent month that any portion of the delinquent amount remains unpaid. All delinquent assessments shall bear interest at the maximum rate allowed by law from the date of such default until paid. Late fees and interest charged under this provision shall constitute a lien against the Apartment of the delinquent Owner, which lien may be foreclosed upon in like manner as a mortgage of real Property.

(f) All late fees, interest, expenses, costs, and attorneys' fees assessed against an owner shall be promptly paid on demand to the Association by the owner. The Board of Directors shall be authorized to adopt a policy whereby payments received from the owners may be applied toward the indebtedness of such owners to the Association in such order as the Board of Directors may specify, subject to any notice requirements of the Condominium Property Act, as amended. For example, the Board of Directors may adopt a policy whereby payments from owners shall be applied in the following order: 1) toward the payment of expenses, costs, and attorneys' fees assessed against the delinquent Owner; 2) toward the payment of late fees and interest assessed against the delinquent Owner; and 3) the balance remaining, if any, toward the payment of common expense assessments. Such acceptance and application of payments shall not be construed as a waiver of any rights the Association shall have against such Owner for any and all outstanding amounts due and owing to the Association and the Board of Directors, at its sole discretion, may refuse acceptance of any payment which may be insufficient to satisfy all amounts due and owing to the Association.

(g) Notwithstanding any provision to the contrary contained in these By-Laws, if an Owner shall fail to pay an assessment when due, the Board of Directors may, in its discretion, upon ten (10) days written notice to the owner, declare due and owing the entire unpaid balance of such owner's projected common expense assessments for the fiscal year in which the

default occurs. If the Board of Directors subsequently makes adjustments in the projected common expense assessments for the relevant fiscal year causing either an increase or decrease in the monthly installments owed by such owner, then the owner shall pay the deficiency or receive a credit for the adjusted amount of the installments within thirty (30) days after the date of the transmittal of notice by the Association to such owner of such increase or decrease.<sup>34</sup>

SECTION 4. Payment as Agent. The Board will pay or cause to be paid, on behalf of the Owners, all common expenses and Apartment expenses. The Board, on behalf of all Owners, will maintain or cause to be maintained separate books of account of common expenses and Apartment expenses in accordance with recognized accounting practices, and will have such books of account available for inspection by each Owner or his authorized representative at reasonable business hours in accordance with Chapter 514A, Hawaii Revised Statutes. The Board will annually render or cause to be rendered a statement to each Owner of all receipts and disbursements during the preceding year. Each Owner, as principal, shall be liable for and pay his share, determined as aforesaid, of all common expenses and Apartment expenses incurred by him 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 or Managing Agent collecting the common expenses and Apartment expenses shall not be liable for payment of said common expenses and Apartment expenses as a principal but only as the agent of all Owners to transmit said payment to third persons to whom such payments must be made by the Owner.<sup>35</sup>

SECTION 5. Taxes and Assessments. Each Owner of an Apartment shall be obligated to have the real property taxes for his own Apartment and the common interest in the common elements appertaining thereto assessed separately by the proper governmental authority and to claim the benefit of home exemption, if qualified, and to pay the amount of all such real property taxes so determined to the proper authority. 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 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 premises 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 premises or any part of the common elements, the Board may pay such taxes or assessments and shall assess the same to the Owners in their proportionate share as determined by the Board. Such assessments by the Board shall be secured by the lien created by Section 7 of this ARTICLE VI.<sup>36</sup>

SECTION 6. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed. In the event of a default or defaults in payment of any such assessment or assessments and in addition to any other remedies herein or by law provided, the Board of Directors may enforce each such obligation as follows:

(a) By suit or suits at law to enforce each such assessment obligation. Each such action must be authorized by a majority of the Board at a regular or special meeting thereof and any such suit may be instituted by any one member of the Board or by the Manager if the latter is so authorized in writing. Each such action shall be brought in the name of the Board and the Board shall be deemed to be acting on behalf of all the Owners. Any judgment rendered in any such action shall include, where permissible under any law, a sum for reasonable attorneys' fees in such amount as the Court may adjudge against such defaulting Owner. Upon full satisfaction of any such judgment, it shall be the duty of the Board to authorize any two members thereof, acting in the name of the Board, to execute and deliver to the judgment debtor an appropriate satisfaction thereof.

(b) At any time within ninety (90) days after the occurrence of any such default, the Board (acting upon the authorization of the majority thereof at any regular or special meeting) may give a notice to the defaulting Owner, with a copy to the Mortgagee of such Owner, if such Mortgagee has furnished its name and address to the Board, which said notice shall state the date of the delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to file a notice of lien against the Apartment of such delinquent Owner. Such notice of lien shall state (1) the name of the delinquent Owner or reputed Owner, (2) a description of the Apartment against which notice of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the notice of lien is made by the Board pursuant to the terms of these By-Laws and of Chapter 514A Hawaii Revised Statutes, and (5) that a lien is claimed against said described Apartment in an amount equal to the amount of the stated delinquency. Any such notices of lien shall be signed and acknowledged by any two or more members of the Board or by the attorney for the Association and shall be dated as of the date of the execution by the last such Board member to execute said notice of lien. The Board shall have all remedies provided in Chapter 514A, Hawaii Revised Statutes, to enforce the lien or to otherwise collect the delinquency. In the event of a foreclosure and auction which does not satisfy the Association's lien, any purchaser at the auction shall be required to reimburse the Association for an amount equal to six (6) months of assessments or \$1,800, whichever is less; provided, however, that this provision shall not apply to a first mortgagee that foreclosed its lien but shall apply to any subsequent sale by said mortgagee. Each default shall constitute a separate basis for a notice of lien or a lien. In the event the foreclosure is under power of sale, the Board, or any person designated by it in writing, shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The certificate of sale shall be executed and acknowledged by any two members of the Board or by the person conducting the sale.

(c) For the purposes of this Section 7, a certificate executed and acknowledged or made under penalty of perjury by any two members of the Board shall be conclusive upon the Board 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 a reasonable time after demand therefor and upon payment of a reasonable fee to be determined by the Board of Directors from time to time. In the event any notices of liens have been recorded and thereafter the Board shall receive payment in full of the amount claimed to be due and owing, then upon demand of the Owner or his successor, and payment of a reasonable fee to be determined by the Board of Directors from time to time, the Board, acting by any two members, shall execute and acknowledge (in the manner provided above), a release of lien, stating the date of the original notice of lien, the amount claimed, the date, book and page wherein the notice of lien was recorded, the fact that the lien has been fully satisfied and that the particular lien is released and discharged, such release of lien to be delivered to the Owner or his successor upon payment of the fee.<sup>37</sup>

SECTION 7. Collection from Subtenant. If the Owner shall at any time rent or lease his Apartment and shall default for a period of thirty (30) days or more in the payment of the Owner's proportionate maintenance expense or any installment thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any renter or lessee (hereinafter in this paragraph referred to as "lessee") of the Owner occupying the Apartment, the rent due or becoming due from such lessee to the Owner up to an amount sufficient to pay all sums due from the Owner, including interest, if any, and such payment of such rent to the Board by the lessee shall be sufficient discharge of such lessee, as between such lessee and the Owner to the extent of the amount so paid; but any such demand or acceptance of rent from any lessee shall not be deemed to be a consent to or approval of any lease by the Owner or a release or discharge of any of the obligations of the Owner hereunder or an acknowledgment of surrender of any rights or duties hereunder. In the event that the Board makes demand upon the lessee as aforesaid, the lessee shall not have the right to question the right of the Board to make such demand, but shall be obligated to make the said payments to the Board as demanded by the Board with the effect as aforesaid, provided, however, that the Board may not exercise this right if a receiver has been appointed to take charge of the premises pending a mortgage foreclosure or if a Mortgagee is in possession pending a mortgage foreclosure.

SECTION 8. 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 or option or right, but such covenant or 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.

## ARTICLE VII

### INSURANCE AND RESTORATION

SECTION 1. Fire and Extended Coverage Insurance. The Board shall procure and maintain from a company or companies qualified to do business in Hawaii (and, if necessary to procure the required coverage, from other companies) a policy or policies (herein called "the Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred per cent (100%) of the insurable replacement cost without deduction for depreciation, covering the Apartments and fixtures therein and the building and its fixtures and building service equipment, but excluding property of every kind and description while underground (meaning thereby, below the level of contiguous ground and covered by earth, or below the level of the lowest basement floor of the building and/or structure, except underground conduit or wiring therein when beneath the buildings and/or structure), in the name of the Board as insured as trustee for each of the Owners of the Apartments in proportion to their respective common interests in the common elements. Notwithstanding anything contained herein to the contrary, (i) the Association shall not be required to insure fixtures, improvements, alterations and/or appliances within the respective Apartments; (ii) the Association shall be permitted to secure a policy which includes a deductible in an amount as determined appropriate by the Board of Directors in its sole discretion; and (iii) in the event of a claim, any deductible amount shall be paid by the Association if the damage originates from the common elements and by the Owner if the damage originates from an Apartment, regardless of fault. Such policy:

(a) shall contain no provision limiting or prohibiting other insurance by the Owner of any Apartment, such right being provided by statute, but if obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of, any such other insurance;

(b) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or if obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the Owner or tenant of any Apartment, or by reason of any act or neglect of the Board or the Owner or tenant of any Apartment;

(c) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Owner and/or Mortgagee of each Apartment who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation;

(d) Shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against the Owner or lessee of any Apartment;

(e) shall contain a provision waiving any right of the insurer to repair, rebuild or replace, if a decision is made pursuant to Section 5 of this ARTICLE VII not to repair, reinstate, rebuild or restore the damage or destruction;

(f) shall contain a standard mortgagee clause which:

(i) shall name the holder of any mortgage affecting any Apartment whose name shall have been furnished to the Board;

(ii) shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Board or the owner or tenant of any Apartment;

(iii) shall waive any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Board shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the Owner or lessee of any Apartment or the Board or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or Owner, but without impairing mortgagee's right to sue;

(iv) shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to the Board or to a corporate trustee selected by the Board, who shall be a bank or trust company authorized to do business in Hawaii, herein referred to as the "Insurance Trustee;" and

(v) shall provide that any reference to a mortgagee in the Policy shall include all mortgagees on any Apartment, in order of preference.

(g) shall name the owner of the land and all Apartment Owners as insureds;  
and

(h) shall provide for payment of the proceeds to the Board or to an Insurance Trustee, if any.

In the event that the insurance described in this Section or the reasonable equivalent thereof cannot be obtained despite the best efforts of the Association to obtain such insurance or if the insurance so described or the reasonable equivalent thereof is not available on a commercially

reasonable basis, the Association shall effect and maintain in force such insurance as then is available on a commercially reasonable basis and is consistent with then-prevailing practice among well-advised and prudently administered condominium associations with respect to similar condominium properties in the State of Hawaii.<sup>38</sup>

SECTION 2. Comprehensive Liability Insurance. The Board shall procure and maintain from a company or companies qualified to do business in Hawaii (and, if necessary to procure the required coverage from other companies) a policy or policies (herein called the "Policy") of Public Liability Insurance to insure the Board, the owner of the land, each Apartment Owner, and the Managing Agent and other employees of the Association of Apartment Owners against claims for personal injury, death and property damage arising out of the condition of the property or activities thereon or elevators therein or contractors of construction work under a Comprehensive General Liability form to include (1) Water Damage Legal Liability and (2) Fire Damage Legal Liability. Said insurance shall be for such limits as the Board may decide, but not less than those reasonably required by the terms of any leases from the owner of the fee thereof. Such policy:

(a) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or by any breach of warranty or condition caused by the Owner of any Apartment, or by any act or neglect of the Owner or tenant of any Apartment; and

(b) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Owner of each Apartment and any mortgagee, who shall have requested such notice of the insurer in writing, thirty (30) days' written notice of such cancellation.

In the event that the insurance described in this Section or the reasonable equivalent thereof cannot be obtained despite the best efforts of the Association to obtain such insurance or if the insurance so described or the reasonable equivalent thereof is not available on a commercially reasonable basis, the Association shall effect and maintain in force such insurance as then is available on a commercially reasonable basis and is consistent with then-prevailing practice among well-advised and prudently administered condominium associations with respect to similar condominium properties in the State of Hawaii.<sup>39</sup>

SECTION 3. Insurance Against Additional Risks. The Board may also procure insurance against such additional risks as the Board may deem advisable for the protection of the Apartment Owners of a character normally carried with respect to the properties of comparable character and use in the City and County of Honolulu, State of Hawaii.

SECTION 4. Miscellaneous Insurance Provisions. The Board shall review not less frequently than annually the adequacy of its insurance program. All policies shall include a provision requiring the insurance carrier, at the inception of the policy and on each anniversary date, to provide the Board with a written summary, in laymen's terms, of the policy including the

type of policy, a description of the coverage and the limits thereof, amount of annual premium and renewal dates. The Board shall provide this information to each apartment owner. At the request of any mortgagee of any Apartment, the Board shall furnish to such mortgagee a copy of the Policy described in Section 1 of this Article and of any other Policy to which a mortgagee endorsement shall have been attached. Copies of every policy of insurance procured by the Board shall be available for inspection by any Apartment Owner (or purchaser holding a contract to purchase an interest in an Apartment) at the office of the Managing Agent. Any coverage procured by the Board shall be without prejudice to the right of the Owners of Apartments to insure such Apartments and the contents thereof for their own benefit at their own expense.<sup>40</sup>

SECTION 5. Damage and Destruction. If the building is damaged by fire or other casualty which is insured against and said damage is limited to a single Apartment, the insurance proceeds shall be used by the Board or by an Insurance Trustee, if any, for payment of the contractor employed by the Board to rebuild or repair such Apartment, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor. If such damage extends to two or more Apartments or extends to any part of the limited common elements or to the common elements:

(a) If the Apartment Owners do not within sixty (60) days after such casualty agree in writing, in accordance with the provisions of the Declaration, that the building need not be rebuilt, the Board shall thereupon contract to repair or rebuild the damaged portions of the building, including all Apartments so damaged, as well as the common elements, in accordance with plans and specifications therefor, which will restore the same to the design immediately prior to destruction. The insurance proceeds shall be paid by the Board or by the Insurance Trustee, if any, to the contractor employed for such work, in accordance with the terms of the contract for such construction and in accordance with the terms of this Section 5. If the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such damaged portions of the building, the Board is expressly authorized to pay such costs in excess of the insurance proceeds from the maintenance fund, and if the maintenance fund is insufficient for this purpose, the Board shall levy a special assessment on the Owners of Apartments in proportion to their respective common interests.

(b) The cost of the work (as estimated by the Board) shall be paid out from time to time or at the direction of the Board as the work progresses, but subject to the following conditions:

(i) The work shall be in charge of an architect, or engineer (who may be an employee of the Association).

(ii) Each request for payment shall be made on seven (7) days' prior notice to the Board or to the Insurance Trustee, if any, and shall be accompanied by a certificate to be made by such architect or engineer stating that all of the work completed has been done in compliance with the approved plans and specifications and that the sum

requested is justly required to reimburse the Board for payments by the Board to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Board or by the Insurance Trustee, if any, the sum requested does not exceed the value of the work done to the date of such certificate.

(iii) Each request shall be accompanied by waivers of liens satisfactory to the Board or to the Insurance Trustee, if any, covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Board or to the Insurance Trustee, if any, that there has not been filed with respect to the premises any mechanics' or other lien or instrument for the retention of title in respect of any part of the work not discharged of record.

(iv) The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal.

(v) The fees and expenses of the Insurance Trustee as determined by the Board and the Insurance Trustee shall be paid by the Association as common expenses, and such fees and expenses may be deducted from any proceeds at any time in the hands of the Insurance Trustee.

(vi) Such other conditions not inconsistent with the foregoing as the Board or the Insurance Trustee, if any, may reasonably request.

(c) Upon the completion of the work and payment in full therefor, any remaining proceeds of insurance then or thereafter in the hands of the Board or the Insurance Trustee, if any, shall be paid or credited to the Owners of the Apartments (or to the holder of any mortgage on an Apartment if there be a mortgage) in proportion to their respective common interests.

(d) To the extent that any loss, damage or destruction to the building or other property is covered by insurance procured by the Board, the Board shall have no claim or cause of action for such loss, damage or destruction against any Apartment Owner or lessee. To the extent that any loss, damage or destruction to the property of any Apartment Owner or lessee is covered by insurance procured by such Owner or lessee, such Owner or lessee shall have no claim or cause of action for such loss, damage or destruction against the Board, the Managing Agent, any other Apartment Owner, or the Association. All policies of insurance referred to in this Paragraph (d) shall contain appropriate waivers of subrogation.<sup>41</sup>

SECTION 6. Disposition of Building. In the event the Owner of the land and all Apartment Owners shall agree in writing consented to by all mortgagees of their respective interests that the building need not be rebuilt and all Owners and their mortgagees shall have surrendered their Ground Leases, the insurance proceeds shall be used to remove any remaining improvements on the land included in the Association, and the balance, if any, shall be allocated to the Apartment Owners in accordance with the interest in the common elements appurtenant to each Apartment, provided that no payment shall be made to an Apartment Owner until there has been paid from his share of such proceeds all liens on his Apartment.

## ARTICLE VIII

### MORTGAGES

SECTION 1. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a purchaser or mortgagee of an interest in an Apartment, shall promptly report any then unpaid assessments for common expenses due from the Owner of the Apartment involved.<sup>42</sup>

SECTION 2. Examination of Books. Each Owner and each mortgagee of an Apartment shall be permitted to examine the books of account of the Association at reasonable times, on business day, but not more often than once a month in accordance with Chapter 514A, Hawaii Revised Statutes.<sup>43</sup>

## ARTICLE IX

### CONDEMNATION

SECTION 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, any portion of the award made for such taking which by the terms of any Ground Lease is payable to the Lessees thereunder shall be payable to the Board of Directors and the Owners on request shall execute an assignment of their interest in any such award to the Board. In the event of a partial taking, the Board of Directors shall arrange for the repair and restoration of such common elements, and the Board of Directors shall disburse the proceeds of such award so received to the contractors engaged in such repair and restoration in appropriate progress payments. In the event all of the building is taken, the Board of Directors shall disburse the net proceeds of such award received by the Board in the same manner as they are required to distribute insurance proceeds where there is not repair or restoration of the damage, as provided in Section 6 of ARTICLE VII of these By-Laws.

## ARTICLE X

### GENERAL PROVISIONS

SECTION 1. Rules and Regulations. The Owner recognizes the right of the Board from time to time to establish and amend such uniform rules and regulations (herein called "Rules and Regulations") by two-thirds (2/3) vote of the Board for the management and control of residential Apartments and the common elements and limited common elements and the Owners agree that the Owner's rights under this instrument shall be in all respects subject to the appropriate Rules and Regulations which shall be taken to be a part hereof; and the Owner agrees to obey all such Rules and Regulations as the same now are or may from time to time be amended, and see that the same are faithfully observed by the invitees, guests, employees and under-tenants of the Owner; and the Rules and Regulations shall uniformly apply to and be binding upon all occupants of residential Apartments.

SECTION 2. Fine and Penalties. In the event that any Owner or occupant of an apartment, any renter, lessee, or guest of an Owner or occupant, or any person using the property by permission or invitation of any Owner, renter, lessee, guest, or occupant of an apartment fails to comply with any provision of the Declaration, these By-Laws, or the house rules and regulations, the Board may, in its sole and absolute discretion, impose reasonable fines in such amount and/or penalties of such nature (including the temporary or permanent loss of the use of any common element) as the Board shall determine from time to time and in accordance with procedures established by the Board. Any fine imposed pursuant to this Section 2 shall be paid promptly upon demand and shall constitute a lien upon the apartment of such Owner which may be foreclosed in the same manner as the lien for unpaid common expenses. The Owner or person committing such violation shall be afforded an opportunity to appeal any such fine or penalty by submitting a written request setting forth the reasons why such fine or penalty should be reversed, waived, or modified. The person submitting such a request shall be informed in writing of the decision of the Board with regard thereto; provided, however, that the fine or penalty shall not be stayed pending the outcome of such appeal. The decision of the Board on such appeal shall be final and conclusive.<sup>44</sup>

SECTION 3. Abatement and Enjoinment of Violations by Apartment Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:

(a) to enter the Apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or



(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting Apartment Owner.

SECTION 4. Maintenance and Repair of Apartments. All maintenance of and repairs to any Apartment, (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the Owner of such Apartment) shall be made by the Owner of such Apartment.

SECTION 5. Maintenance and Repair of Common Elements. All maintenance, repairs and replacements to the common elements, whether located inside or outside of the Apartments, shall be made by the Board of Directors and be charged to all the Owners as common expense, unless necessitated by the negligence, misuse or neglect of an Apartment Owner, in which case such expense shall be charged to such Apartment Owner as a separate assessment establishing a lien on such Owner's Apartment.<sup>45</sup>

SECTION 6. Additions, Alteration or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing no more than Twenty-Five Thousand Dollars (\$25,000.00), the Board of Directors may proceed with such additions, alterations or improvements and shall assess all Owners for the cost thereof as a common expense. Any additions, alterations or improvements costing in excess of Twenty-five Thousand Dollars (\$25,000.00), may be made by the Board of Directors only after obtaining approval of at least sixty-five percent (65%) of the Owners. If such approval shall be obtained, the cost thereof shall constitute part of the common expenses.<sup>46</sup>

SECTION 7. Additions, Alterations or Improvements by Apartment Owners. No Owner shall make any addition, alteration or improvement in or to his Apartment which may affect the common elements or change the exterior appearance of the building, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by an Apartment Owner for approval of such proposed addition, alteration or improvement in such Apartment within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to such proposed addition, alteration or improvement.<sup>47</sup>

SECTION 8. Right of Access. An Apartment Owner shall grant a right of access to his Apartment to the Manager and/or Managing Agent and/or any other person authorized by the Board of Directors, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Apartment and threatening another Apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Apartment or elsewhere in the building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of

entry shall be deemed granted, to be effective immediately, whether the Owner is present at the time or not.

SECTION 9. Change in Building. None of the rights and obligations of the Apartment Owners or by the various deeds of apartments shall be altered in any way by encroachments due to settlement or shifting of the building or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an apartment owner or owners if said encroachment occurred due to the wilful conduct of said apartment owner or owners.

SECTION 10. Owners May Incorporate. All of the rights, powers, obligations and duties of the Owners imposed hereunder may be exercised and enforced by a non-profit, membership corporation, formed under the laws of the State of Hawaii for the purposes herein set forth by the Owner. Said corporation shall be formed upon the written approval of a majority of the voting Owners. The formation of said corporation shall in no way alter the terms, covenants and conditions set forth herein and the Articles and By-Laws of said corporation shall be subordinated hereto and controlled hereby. Any action taken by said corporation which said action is in violation of any or all of the terms, covenants or conditions contained herein shall be void and of no effect.

SECTION 11. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors care of Managing Agent, or if there be no Managing Agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Owners and to all mortgagees of Apartments. All notices to any Owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of Apartments shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION 12. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

SECTION 13. Gender. The use of any gender in these By-Laws shall be deemed to include either or both of the other genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 14. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

SECTION 15. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate the purpose of creating a uniform condominium complex 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 16. Amendment. These By-Laws may be amended at any time by the vote or written consent of not less than sixty-five percent of all apartment owners.<sup>48</sup>

SECTION 17. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 13<sup>th</sup> day of December, 2001.

ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY TOWERS

By: Paul D. Young

Type Name: Paul D. Young

Type Title: President

By: Ted L. Pond

Type Name: Ted L. Pond

Type Title: Vice-President

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

On this 13<sup>TH</sup> day of DECEMBER, 2001, before me personally appeared Paul D. Young, to me personally known, who being by me duly sworn, did say that he is the PRESIDENT of the Board of Directors of the Association of Apartment Owners of Makaha Valley Towers and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

Patricia Carney  
(Signature)  
PATRICIA CARNEY  
(Printed or Typed Name)

Notary Public, State of Hawaii  
My commission expires: 4/9/02

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

On this 13<sup>TH</sup> day of DECEMBER, 2001, before me personally appeared Ted L. Bond, to me personally known, who being by me duly sworn, did say that he is the Vice President of the Board of Directors of the Association of Apartment Owners of Makaha Valley Towers and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

Patricia Carney  
(Signature)  
PATRICIA CARNEY  
(Printed or Typed Name)

Notary Public, State of Hawaii  
My commission expires: 4/9/02

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RESTATEMENT OF BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY TOWERS

ENDNOTES

The following By-Law provisions have been restated for the reasons set forth below:

1. All references in the By-Laws to "Chapter 514" have been replaced with "Chapter 514A, Hawaii Revised Statutes," and all references to the "Horizontal Property Act" have been replaced with the "Condominium Property Act" to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
2. Article I, Section 1 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
3. Article II, Section 1 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
4. Article II, Section 2 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2600755.
5. Article II, Section 4 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2600755 and to conform to Section 514A-82(b)(3), Hawaii Revised Statutes.
6. Article II, Section 6 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
7. Article II, Section 7(b) of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2600755 and to conform to Sections 514A-82(b)(4), 83.2 and 83.3, Hawaii Revised Statutes.
8. Article II, Section 8 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.

9. Article II, Section 9 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
10. A new Section 10 has been added to Article II of the By-Laws to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2600755.
11. Article III, Section 1 of the By-Laws has been restated to incorporate the language in the instruments recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 2600755 and 2764226.
12. Article III, Section 2(e) of the By-Laws has been restated to conform to Sections 514A-83.3, 83.4 and 83.5, Hawaii Revised Statutes.
13. A new subsection (p) has been added to Article III, Section 2 of the By-Laws to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
14. A new subsection (q) has been added to Article III, Section 2 of the By-Laws to conform to Section 514A-82.3, Hawaii Revised Statutes.
15. Article III, Section 3 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
16. Article III, Section 8 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
17. Article III, Section 9 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
18. Article III, Section 12 of the By-Laws has been restated to conform to Section 514A-95.1, Hawaii Revised Statutes.
19. Article III, Section 13 of the By-Laws has been restated to conform to Sections 514A-82(b)(10) and (12), Hawaii Revised Statutes, and to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
20. Article III, Section 14 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.

21. A new Section 15 has been added to Article III of the By-Laws to conform to Section 514A-82(b)(5), Hawaii Revised Statutes, and to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
22. A new Section 16 has been added to Article III of the By-Laws to conform to Section 514A-82(b)(9), Hawaii Revised Statutes.
23. A new Section 17 has been added to Article III of the By-Laws to conform to Section 514A-82(b)(11), Hawaii Revised Statutes.
24. A new Section 18 has been added to Article III of the By-Laws to conform to Section 514A-83.1, Hawaii Revised Statutes.
25. Article IV, Section 1 of the By-Laws has been restated to conform to Section 514A-82(b)(7), Hawaii Revised Statutes.
26. Article IV, Section 8 of the By-Laws has been restated to conform to Section 514A-96, Hawaii Revised Statutes.
27. Article V, Section 1(a) was amended by instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1790193 which amended language was rescinded by instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1792580 and Article V, Section 1(a) has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
28. Article V, Section 1(d) of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
29. A new subsection (f) has been added to Article V, Section 1 of the By-Laws to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1050438.
30. A new subsection (g) has been added to Article V, Section 1 of the By-Laws to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1790193.
31. A new subsection (h) has been added to Article V, Section 1 of the By-Laws to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1792580 and has been restated to conform to the Federal and State Fair Housing Acts and to incorporate the language in the

instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.

32. A new subsection (i) has been added to Article V, Section 1 of the By-Laws to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
33. Article VI, Section 1 of the By-Laws has been restated to conform to Section 514A-92.2, Hawaii Revised Statutes, and to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
34. Article VI, Section 3 of the By-Laws has been restated to incorporate the language in the instruments recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 2600755 and 2764226.
35. Article VI, Section 4 of the By-Laws has been restated to conform to Sections 514A-83.3, 83.4 and 83.5, Hawaii Revised Statutes, and to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
36. Article VI, Section 5 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
37. Article VI, Section 6 of the By-Laws has been deleted in its entirety and all subsequent Sections have been renumbered and renumbered Article VI, Section 6 has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226 and to conform to Section 514A-90, Hawaii Revised Statutes.
38. Article VII, Section 1 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
39. Article VII, Section 2 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
40. Article VII, Section 4 of the By-Laws has been restated to conform to Section 514A-86(c), Hawaii Revised Statutes, and to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.



41. Article VII, Section 5 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
42. Article VIII, Section 1 of the By-Laws has been deleted in its entirety and all subsequent Sections have been renumbered pursuant to the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
43. Article VIII, Section 3 of the By-Laws has been deleted in its entirety and all subsequent Sections have been renumbered pursuant to the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226. Article VIII, renumbered Section 2 of the By-Laws has been restated to conform to Sections 514A-83.3, 83.4 and 83.5, Hawaii Revised Statutes.
44. Article X, Section 2 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1841695.
45. Article X, Section 5 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
46. Article X, Section 6 of the By-Laws has been restated to incorporate the language in the instruments recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 754198 and 2764226.
47. Article X, Section 7 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2764226.
48. Article X, Section 16 of the By-Laws has been restated to incorporate the language in the instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1327418.

TRANSFER CERTIFICATE OF TITLE NOS,  
MAKAHA VALLEY TOWERS

Condo Map No, 80, TMK 1-8-4-002-010

586 Apartments

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
101	424,806	336	367,839	521	200,043
102	491,335	401	527,236	522	408,202
103	204,679	402	585,836	523	550,377
104	348,314	403	399,338/	524	527,427
123	565,889		399,339	525	367,556
124	417,082	404	547,707	526	581,344
201	434,570	405	550,120	527	352,361
202	358,009	406	522,873	528	467,131
203	358,008	407	352,848	529	256,545
204	256,514	408	420,864	530	324,661
221	336,113	421	326,026	531	555,623
222	287,704	422	382,201	532	352,768
223	343,389	423	479,252	533	574,373
224	416,236	424	575,744	534	278,699*
225	287,265	425	590,314	535	278,699*
226	492,464	426	566,142	536	548,607
227	406,069	427	506,032	537	350,592
228	346,883	428	552,472	538	502,683
301	532,923	429	293,443	539	578,471
302	492,405	430	572,812	540	562,602
303	343,135	431	425,703	601	471,153
304	200,040	432	318,252	602	245,868
305	496,029	433	541,236	603	589,316
306	433,765	434	352,717	604	572,016
321	592,327	435	305,032	605	282,648
322	328,531	436	574,374	606	351,899
323	528,714	437	546,251	607	278,699*
324	353,205	438	483,962	608	573,407
325	358,007	439	557,016	609	390,136
326	342,688	440	456,003	610	443,668
327	574,713	501	465,525	611	530,066
328	262,949	502	496,030	612	199,164
329	278,699*	503	436,248	613	562,279
330	587,987	504	383,350	614	281,986
331	234,069	505	492,978	615	366,660
332	379,311	506	351,255	616	316,879
333	343,455	507	580,377	621	572,997
334	352,781	508	552,470	622	390,936
335	527,201	509	556,052	623	446,766
		510	507,577	624	579,159
		511	346,468		

*Handwritten mark*

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
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627	278,699*	727	284,385	827	308,367
628	526,948	728	511,306	828	352,512
629	573,172	729	289,972	829	359,290
630	349,073	730	396,907	830	386,678
631	359,076	731	315,702	831	403,376
632	366,856	732	483,075	832	265,203
633	581,790	733	468,883	833	539,832
634	582,670	734	465,524	834	579,722
635	365,810	735	431,157	835	199,533
636	581,338	736	564,384	836	480,936
637	488,478	737	492,735	837	285,351
638	302,317	738	283,256	838	524,781
639	374,300/	739	199,528	839	590,640
	374,301	740	199,557	840	590,641
640	542,304	801	333,255	901	317,531
701	383,893	802	199,552	902	126,292+
702	271,017	803	497,005	903	464,401
703	544,719	804	278,699*	904	426,896
704	594,501	805	427,258	905	296,661
705	448,774	806	353,638	906	512,073
706	199,199	807	391,914	907	589,132
707	284,842	808	479,608	908	562,332
708	202,605	809	577,068	909	328,275
709	237,420	810	209,571	910	589,224
710	440,055	811	498,205	911	438,662
711	589,253	812	223,575	912	347,841
712	278,699*	813	560,435	913	245,966
713	571,287	814	498,895	914	380,017
714	403,723	815	546,588	915	574,588
715	412,586	816	507,815	916	206,759
716	349,633	817	272,652	917	576,657
717	585,655	818	240,025	918	442,010
718	581,791	819	520,754	919	569,432
719	553,638	820	316,992	920	381,897
720	543,232	821	528,383	921	341,444
721	272,479	822	448,075	922	437,299
722	529,758	823	460,342	923	260,936
723	373,794	824	238,081	924	520,442
724	539,843				

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
925	528,260	1025	287,441	1125	394,473
926	391,544	1026	224,207	1126	582,041
927	326,019	1027	503,032	1127	358,092/
928	354,954	1028	530,048		358,093
929	552,926	1029	365,562	1128	498,359
930	329,963	1030	401,437	1129	555,106
931	316,550	1031	353,640	1130	482,622
932	582,269	1032	256,547	1131	551,930
933	444,523	1033	391,042	1132	551,665
934	524,004	1034	524,000	1133	528,682
935	288,264	1035	278,699*	1134	470,072
936	330,535	1036	568,200	1135	200,931
937	375,777	1037	432,980	1136	437,728
938	515,465	1038	199,165	1137	225,187
939	549,630	1039	333,320	1138	225,189
940	201,187	1040	215,367	1139	234,243
1001	381,441/	1101	526,809	1140	235,734
	381,442	1102	352,430	1201	440,021
1002	469,839	1103	504,968	1202	440,020
1003	231,280	1104	278,699*	1203	469,923
1004	377,535	1105	466,511	1204	576,762
1005	525,405	1106	438,034	1205	352,913/
1006	531,040	1107	552,145		406,522
1007	328,266	1108	512,435	1206	497,005
1008	278,699*	1109	586,342	1207	539,069
1009	352,857	1110	335,874	1208	212,155
1010	311,023	1111	278,699*	1209	550,472
1011	260,621	1112	513,315	1210	524,446
1012	342,647	1113	549,315	1211	277,724
1013	482,623	1114	536,876	1212	507,356
1014	211,305	1115	200,932	1213	487,855
1015	200,939	1116	412,709	1214	588,918
1016	545,226	1117	492,038	1215	549,116
1017	278,699*	1118	552,471	1216	210,847
1018	470,894	1119	350,129	1217	447,784
1019	278,699*	1120	352,912	1218	530,727
1020	278,699*	1121	365,255	1219	462,038
1021	576,036	1122	339,390	1220	346,837
1022	526,661	1123	592,216	1221	352,304
1023	370,777	1124	430,940	1222	508,606
1024	236,830			1223	556,353
				1224	278,699*

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
1225	338,772	1325	374,503	1425	445,022
1226	201,920	1326	323,618	1426	293,104
1227	220,189	1327	323,079	1427	293,098
1228	296,789	1328	451,289	1428	516,492
1229	435,470	1329	332,922	1429	572,685
1230	351,623	1330	387,786	1430	548,736
1231	269,737	1331	481,378	1431	205,536
1232	353,853	1332	380,943	1432	552,703
1233	459,117	1333	367,625	1433	406,929
1234	199,167	1334	515,544	1434	207,472
1235	208,488	1335	317,554	1435	577,038
1236	296,333	1336	562,675	1436	498,000
1237	477,195	1337	355,604	1437	326,771
1238	477,196	1338	356,621	1438	557,131
1239	371,516	1339	375,414	1439	283,902
1240	371,516	1340	231,683	1440	207,394
1301	453,757	1401	451,585	1501	398,212
1302	469,394	1402	353,610	1502	587,735
1303	531,708	1403	375,353	1503	555,388
1304	205,016	1404	382,410	1504	402,278
1305	496,871	1405	574,735	1505	591,940
1306	330,971	1406	473,788	1506	421,488
1307	298,506	1407	348,392	1507	386,576
1308	299,656	1408	477,046	1508	552,119
1309	547,212	1409	511,120	1509	454,715
1310	419,527	1410	511,121	1510	454,716
1311	524,968	1411	278,699*	1511	594,645
1312	339,249	1412	208,799	1512	546,293
1313	425,361	1413	354,220	1513	368,956
1314	446,038	1414	402,505	1514	220,470
1315	577,429	1415	199,179	1515	567,001
1316	336,610	1416	583,579	1516	592,719
1317	585,491	1417	265,576	1517	326,078
1318	357,515	1418	206,193	1518	278,699*
1319	528,398	1419	236,947	1519	464,224
1320	552,562	1420	238,757	1520	126,292 +
1321	262,231	1421	590,561	1522	589,128
1322	329,891	1422	407,332	1523	508,557
1323	354,953	1423	430,939	1525	288,638
1324	244,798	1424	528,001	1526	415,213
				1527	478,191

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
1528	340,721	1635	528,316	1817	282,031
1529	199,144	1636	319,704	1818	571,507
1530	260,967	1637	319,705	1819	584,965
1531	352,849	1638	319,706	1820	390,693
1532	382,354	1639	408,201	1837	593,944
1533	550,110	1640	434,165	1838	471,215
1534	465,006	1702	572,857	1839	326,719
1535	230,789	1703	126,292 +	1840	510,849
1536	353,348	1705	551,664	1913	558,351
1537	206,115	1706	199,463	1914	533,440
1538	442,843	1707	413,095	1915	308,179
1539	208,489	1708	452,443	1916	578,157
1540	483,065	1709	353,346	1917	459,677
1601	579,021	1710	353,347	1918	558,581
1602	489,691	1711	415,687	1919	268,911
1603	450,868	1712	578,915	1920	352,850
1604	437,134	1713	317,468	1937	480,534
1605	278,556	1714	465,523	1938	480,534
1606	448,216	1715	449,070	1939	516,583
1607	592,547	1716	575,598	1940	373,666
1608	525,136	1717	247,901	2014	462,037
1609	548,038	1718	511,122	2015	585,490
1610	520,881	1719	326,116	2018	400,491
1611	284,314	1720	400,751	2019	550,565
1612	532,087	1730	433,152	2038	526,447
1613	446,540	1731	318,513	2039	252,139
1614	553,203	1734	410,676	O-1	486,659
1615	425,578	1735	494,644	O-2	486,659
1616	369,412	1737	532,402	L/1	486,660
1617	283,107	1738	361,317	L/2	486,660
1618	545,422	1739	462,036	S/1	241,950
1619	575,599	1740	551,911	S/2	241,950
1620	532,403	1806	282,621		
1626	523,558	1807	279,763		
1627	444,525	1810	572,686		
1630	280,698	1811	207,397		
1631	234,644	1813	244,388		
1632	278,699*	1814	262,667		
1633	497,885	1815	373,610		
1634	497,886	1816	240,318		



L-492 STATE OF HAWAII  
 OFFICE OF ASSISTANT REGISTRAR  
 RECORDED  
 JUL 10, 2003 08:02 AM  
 Doc No(s) 2955313  
 on Cert(s) AS LISTED HEREIN



20 1/1 25

/s/ CARL T. WATANABE  
 ASSISTANT REGISTRAR

568 adal  
 CS

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LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [ ] Pickup [X] To:

RCI

NEELEY & ANDERSON LLP  
 A Limited Liability Law Partnership  
 Joyce Y. Neeley (3134-0)  
 733 Bishop Street, Suite 2301  
 Honolulu, Hawaii 96813 (808) 536-8177

**AMENDMENT TO THE BY-LAWS OF  
 ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY TOWERS  
 (Condominium Map No. 80)**

WHEREAS, Makaha Valley Towers ("the Project") was created by Declaration of Horizontal Property Regime filed on May 22, 1969 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 474005 and noted on Transfer Certificate of Title No. 126,292 and was restated by instrument recorded in said Land Court on January 10, 2002 as Document No. 2768701 and noted on Transfer Certificate of Title Nos. attached hereto; and

WHEREAS, said Declaration, as amended and restated, provided for the organization of the Association of Apartment Owners of Makaha Valley Towers and established By-Laws therefor, which By-Laws were attached to said Declaration and incorporated therein by reference and were restated by instrument recorded in said Land Court on January 10, 2002 as Document No. 2768702 and noted on Transfer Certificate of Title Nos. attached hereto; and

WHEREAS, Section 514A-82(b)(2), Hawaii Revised Statutes, provides that the by-laws of condominium associations may be amended by the vote or written consent of owners holding at least sixty-five percent (65%) of the common interest; and

WHEREAS, the owners holding more than sixty-five percent (65%) of the common interest consented in writing to amend the By-Laws, as hereinafter set forth.

NOW, THEREFORE, the By-Laws of the Association of Apartment Owners of Makaha Valley Towers are hereby further amended, as follows:

Article X, § 11 of the By-Laws is amended to read as follows:

SECTION 11. Notices. All notices hereunder shall be delivered to the Board of Directors care of Managing Agent, or if there be no Managing Agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered to the apartment of said Owner or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of Apartments shall be delivered to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed if mailed postage prepaid and correctly addressed, except notices of change of address which shall be deemed to have been given when received.

In all other respects the By-Laws, as amended, are hereby confirmed and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The undersigned officers of the Association hereby certify that the foregoing amendment was adopted by the Association of Apartment Owners of Makaha Valley Towers by the written consent of owners holding more sixty-five percent (65%) of the common interest.

IN WITNESS WHEREOF this instrument has been executed this 3rd day of July, 2003.

ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY TOWERS

By: Ted L. Pond

TYPE NAME: Ted L. Pond

TYPE TITLE: President

By: Douglas Frick

TYPE NAME: Douglas Frick

TYPE TITLE: Treasurer



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

On this 3rd day of July, 2003, before me personally appeared Ted L. Pond and Douglas Frick, to me personally known, who being by me duly sworn, did say that they are the PRESIDENT and TREASURER of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY TOWERS and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officers acknowledged said instrument to be the free act and deed of said Association.

Patricia Carney

(Signature)

Patricia Carney

(Printed or Typed Name)

Notary Public, State of Hawaii

My commission expires: 4/9/06

LS

TRANSFER CERTIFICATE OF TITLE NOS,  
MAKAHA VALLEY TOWERS

Condo Map No, 80, TMK 1-8-4-002-010

586 Apartments

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634	582,670	734	465,524	834	579,722
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637	488,478	737	492,735	837	285,351
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705	448,774	805	427,258	905	296,661
706	199,199	806	353,638	906	512,073
707	284,842	807	391,914	907	589,132
708	202,605	808	479,608	908	562,332
709	237,420	809	577,068	909	328,275
710	440,055	810	209,571	910	589,224
711	589,253	811	498,205	911	438,662
712	278,699*	812	223,575	912	347,841
713	571,287	813	560,435	913	245,966
714	403,723	814	498,895	914	380,017
715	412,586	815	546,588	915	574,588
716	349,633	816	507,815	916	206,759
717	585,655	817	272,652	917	576,657
718	581,791	818	240,025	918	442,010
719	553,638	819	520,754	919	569,432
720	543,232	820	316,992	920	381,897
721	272,479	821	528,383	921	341,444
722	529,758	822	448,075	922	437,299
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928	354,954	1028	530,048		358,093
929	552,926	1029	365,562	1128	498,359
930	329,963	1030	401,437	1129	555,106
931	316,550	1031	353,640	1130	482,622
932	582,269	1032	256,547	1131	551,930
933	444,523	1033	391,042	1132	551,665
934	524,004	1034	524,000	1133	528,682
935	288,264	1035	278,699*	1134	470,072
936	330,535	1036	568,200	1135	200,931
937	375,777	1037	432,980	1136	437,728
938	515,465	1038	199,165	1137	225,187
939	549,630	1039	333,320	1138	225,189
940	201,187	1040	215,367	1139	234,243
1001	381,441/	1101	526,809	1140	235,734
	381,442	1102	352,430	1201	440,021
1002	469,839	1103	504,968	1202	440,020
1003	231,280	1104	278,699*	1203	469,923
1004	377,535	1105	466,511	1204	576,762
1005	525,405	1106	438,034	1205	352,913/
1006	531,040	1107	552,145		406,522
1007	328,266	1108	512,435	1206	497,005
1008	278,699*	1109	586,342	1207	539,069
1009	352,857	1110	335,874	1208	212,155
1010	311,023	1111	278,699*	1209	550,472
1011	260,621	1112	513,315	1210	524,446
1012	342,647	1113	549,315	1211	277,724
1013	482,623	1114	536,876	1212	507,356
1014	211,305	1115	200,932	1213	487,855
1015	200,939	1116	412,709	1214	588,918
1016	545,226	1117	492,038	1215	549,116
1017	278,699*	1118	552,471	1216	210,847
1018	470,894	1119	350,129	1217	447,784
1019	278,699*	1120	352,912	1218	530,727
1020	278,699*	1121	365,255	1219	462,038
1021	576,036	1122	339,390	1220	346,837
1022	526,661	1123	592,216	1221	352,304
1023	370,777	1124	430,940	1222	508,606
1024	236,830			1223	556,353
				1224	278,699*

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
1225	338,772	1325	374,503	1425	445,022
1226	201,920	1326	323,618	1426	293,104
1227	220,189	1327	323,079	1427	293,098
1228	296,789	1328	451,289	1428	516,492
1229	435,470	1329	332,922	1429	572,685
1230	351,623	1330	387,786	1430	548,736
1231	269,737	1331	481,378	1431	205,536
1232	353,853	1332	380,943	1432	552,703
1233	459,117	1333	367,625	1433	406,929
1234	199,167	1334	515,544	1434	207,472
1235	208,488	1335	317,554	1435	577,038
1236	296,333	1336	562,675	1436	498,000
1237	477,195	1337	355,604	1437	326,771
1238	477,196	1338	356,621	1438	557,131
1239	371,516	1339	375,414	1439	283,902
1240	371,516	1340	231,683	1440	207,394
1301	453,757	1401	451,585	1501	398,212
1302	469,394	1402	353,610	1502	587,735
1303	531,708	1403	375,353	1503	555,388
1304	205,016	1404	382,410	1504	402,278
1305	496,871	1405	574,735	1505	591,940
1306	330,971	1406	473,788	1506	421,488
1307	298,506	1407	348,392	1507	386,576
1308	299,656	1408	477,046	1508	552,119
1309	547,212	1409	511,120	1509	454,715
1310	419,527	1410	511,121	1510	454,716
1311	524,968	1411	278,699*	1511	594,645
1312	339,249	1412	208,799	1512	546,293
1313	425,361	1413	354,220	1513	368,956
1314	446,038	1414	402,505	1514	220,470
1315	577,429	1415	199,179	1515	567,001
1316	336,610	1416	583,579	1516	592,719
1317	585,491	1417	265,576	1517	326,078
1318	357,515	1418	206,193	1518	278,699*
1319	528,398	1419	236,947	1519	464,224
1320	552,562	1420	238,757	1520	126,292+
1321	262,231	1421	590,561	1522	589,128
1322	329,891	1422	407,332	1523	508,557
1323	354,953	1423	430,939	1525	288,638
1324	244,798	1424	528,001	1526	415,213
				1527	478,191

APT. #	TCT #	APT. #	TCT #	APT. #	TCT #
1528	340,721	1635	528,316	1817	282,031
1529	199,144	1636	319,704	1818	571,507
1530	260,967	1637	319,705	1819	584,965
1531	352,849	1638	319,706	1820	390,693
1532	382,354	1639	408,201	1837	593,944
1533	550,110	1640	434,165	1838	471,215
1534	465,006	1702	572,857	1839	326,719
1535	230,789	1703	126,292+	1840	510,849
1536	353,348	1705	551,664	1913	558,351
1537	206,115	1706	199,463	1914	533,440
1538	442,843	1707	413,095	1915	308,179
1539	208,489	1708	452,443	1916	578,157
1540	483,065	1709	353,346	1917	459,677
1601	579,021	1710	353,347	1918	558,581
1602	489,691	1711	415,687	1919	268,911
1603	450,868	1712	578,915	1920	352,850
1604	437,134	1713	317,468	1937	480,534
1605	278,556	1714	465,523	1938	480,534
1606	448,216	1715	449,070	1939	516,583
1607	592,547	1716	575,598	1940	373,666
1608	525,136	1717	247,901	2014	462,037
1609	548,038	1718	511,122	2015	585,490
1610	520,881	1719	326,116	2018	400,491
1611	284,314	1720	400,751	2019	550,565
1612	532,087	1730	433,152	2038	526,447
1613	446,540	1731	318,513	2039	252,139
1614	553,203	1734	410,676	O-1	486,659
1615	425,578	1735	494,644	O-2	486,659
1616	369,412	1737	532,402	L/1	486,660
1617	283,107	1738	361,317	L/2	486,660
1618	545,422	1739	462,036	S/1	241,950
1619	575,599	1740	551,911	S/2	241,950
1620	532,403	1806	282,621		
1626	523,558	1807	279,763		
1627	444,525	1810	572,686		
1630	280,698	1811	207,397		
1631	234,644	1813	244,388		
1632	278,699*	1814	262,667		
1633	497,885	1815	373,610		
1634	497,886	1816	240,318		

OFFICE OF THE  
ASSISTANT REGISTRAR, LAND COURT  
STATE OF HAWAII  
Bureau of Conveyances

The original of this document was  
recorded as follows:

DOCUMENT NO. 4101511  
DATE SEP 30 2011 TIME 08:02  
TCT \_\_\_\_\_

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Return by: Mail [ ] Pickup [XX] To:  
ANDERSON LAHNE & FUJISAKI LLP  
A Limited Liability Law Partnership  
Joyce Y. Neeley, of Counsel (3134-0)  
733 Bishop Street, Suite 2301  
Honolulu, Hawaii 96813 (808) 536-8177

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**AMENDMENTS TO THE DECLARATION OF HORIZONTAL PROPERTY REGIME  
AND THE BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY TOWERS  
(Condominium Map No. 80)**

WHEREAS, Makaha Valley Towers ("the Project") was created by Declaration of Horizontal Property Regime filed on May 22, 1969 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 474005 and noted on Transfer Certificate of Title No. 126,292 and restated by instrument recorded on January 10, 2002 as Document No. 2768701 and noted on Transfer Certificate of Title Nos. as attached hereto; and

WHEREAS, said Declaration, as amended and restated (hereinafter referred to as the "Declaration"), provided for the organization of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY TOWERS (hereinafter referred to as the "Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference and were restated by instrument recorded as aforesaid on January 10, 2002 as Document No. 2768702 and noted on Transfer Certificate of Title Nos. as attached hereto; and

WHEREAS, §514B-23, Hawai'i Revised Statutes, provides that: "(a) the declaration, bylaws, condominium map, or other constituent documents of any condominium created before July 1, 2006 may be amended to achieve any result permitted by this chapter, regardless of what applicable law provided before July 1, 2006," and "(b) an amendment to the declaration, bylaws, condominium map or other constituent documents authorized by this section may be adopted by the vote or written consent of a majority of the owners;" and

WHEREAS, by vote or written consent owners holding more than fifty percent (50%) of the common interest have consented to amend the Declaration and the By-Laws, as hereinafter set forth;

NOW, THEREFORE, the Declaration and the By-Laws of Makaha Valley Towers are hereby amended as follows:

1. Paragraph 9 of the Declaration is amended to read as follows:

9. EASEMENTS. In addition to any exclusive easements hereby established in the limited common elements, the apartments and common elements shall also have and be subject to the following easements:

(a) Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, and support, maintenance and repair of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; in all other apartments and limited common elements of its building or structure for support; and in one (1) parking space within the areas designated for parking and storing of motor vehicles in said Condominium Map. Each apartment owner may use the common elements in accordance with the purposes permitted herein, subject to:

(i) The rights of other apartment owners to use the common elements;

(ii) Any owner's exclusive right to use of the limited common elements as provided herein;

(iii) The right of the owners to amend the Declaration to change the permitted uses of the common elements; provided that subject to subsection 514B-140(c), Hawaii Revised Statutes:

a) Changing common element open spaces or landscaped spaces to other uses shall not require an amendment to the Declaration; and

b) Minor additions to or alterations of the common elements for the benefit of individual apartments are permitted if the additions or alterations can be accomplished without substantial impact on the interests of other owners in the common elements, as reasonably determined by the Board;



(iv) Any rights reserved herein to amend the Declaration to change the permitted uses of the common elements;

(v) The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements that the Board determines are not actually used by any of the owners for a purpose permitted in the Declaration. Unless the lease is approved by the owners of at least sixty-seven percent of the common interest, the lease shall have a term of no more than five years and may be terminated by the Board or the lessee on no more than sixty days prior written notice; provided that the requirements of this paragraph shall not apply to any leases, licenses, or other agreements entered into for the purposes authorized by Section 514B-140(d), Hawaii Revised Statutes; and

(vi) The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements that the Board determines are actually used by one or more owners for a purpose permitted in the Declaration. The lease or use shall be approved by the owners of at least sixty-seven percent of the common interest, including all directly affected owners that the Board reasonably determines actually use the common elements, and the owners' mortgagees; provided that the requirements of this paragraph shall not apply to any leases, licenses, or other agreements entered into for the purposes authorized by Section 514B-140(d), Hawaii Revised Statutes;

(b) If any part of the common elements now or hereafter encroaches upon any apartment or limited common element, or if any apartment now or hereafter encroaches upon any other apartment or upon any portion of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event the apartment building shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist;

(c) The Association of Apartment Owners shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter such apartment and the limited common elements from time to time during reasonable hours as may be necessary for the operation of the project or for making emergency repairs therein necessary to prevent damage to any apartments or common elements;

(d) Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the

other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartments.

2. Paragraph 17 of the Declaration is amended to read as follows:

17. AMENDMENT. This Declaration of Horizontal Property Regime may be amended, consistent with the provisions of the Condominium Property Act, by the approval of at least sixty-seven per cent (67%) of the apartment owners, which amendment shall be effective upon recording in the Office of the Assistant Registrar of the Land Court, State of Hawaii.

3. Article VII, §1 of the By-Laws is amended to read as follows:

SECTION 1.

A. Fire and Extended Coverage Insurance - Common Elements. The Board shall procure and maintain from a company or companies qualified to do business in Hawaii (and, if necessary to procure the required coverage, from other companies) a policy or policies (herein called "the Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred per cent (100%) of the insurable replacement cost without deduction for depreciation, covering the Apartments and fixtures therein and the building and its fixtures and building service equipment, but excluding property of every kind and description while underground (meaning thereby, below the level of contiguous ground and covered by earth, or below the level of the lowest basement floor of the building and/or structure, except underground conduit or wiring therein when beneath the buildings and/or structure), in the name of the Board as insured as trustee for each of the Owners of the Apartments in proportion to their respective common interests in the common elements. Notwithstanding anything contained herein to the contrary, (i) the Association shall not be required to insure fixtures, improvements, alterations and/or appliances within the respective Apartments; (ii) the Association shall be permitted to secure a policy which includes a deductible in an amount as determined appropriate by the Board of Directors in its sole discretion; and (iii) in the event of a claim, any deductible amount shall be paid by the Association if the damage originates from the common elements, and by the Owner if the damage originates from an Apartment, regardless of fault. Such policy:

(a) shall contain no provision limiting or prohibiting other insurance by the Owner of any Apartment, such right being provided by statute, but if obtainable, shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of, any such other insurance;

(b) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or if obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the Owner or tenant of any Apartment, or by reason of any act or neglect of the Board or the Owner or tenant of any Apartment;

(c) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Owner and/or Mortgagee of each Apartment who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation;

(d) shall contain a provision waiving any right of subrogation by the insurer to any right of the Board against the Owner or lessee of any Apartment;

(e) shall contain a provision waiving any right of the insurer to repair, rebuild or replace, if a decision is made pursuant to Section 5 of this ARTICLE VII not to repair, reinstate, rebuild or restore the damage or destruction;

(f) shall contain a standard mortgagee clause which:

(i) shall name the holder of any mortgage affecting any Apartment whose name shall have been furnished to the Board;

(ii) shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Board or the owner or tenant of any Apartment;

(iii) shall waive any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Board shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the Owner or lessee of any Apartment or the Board or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or Owner, but without impairing mortgagee's right to sue;

(iv) shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to the Board or to a corporate trustee selected by the Board, who shall be a bank or trust company authorized to do business in Hawaii, herein referred to as the "Insurance Trustee;" and

(v) shall provide that any reference to a mortgagee in the Policy shall include all mortgagees on any Apartment, in order of preference.

(g) shall name the owner of the land and all Apartment Owners as insureds; and

(h) shall provide for payment of the proceeds to the Board or to an Insurance Trustee, if any.

In the event that the insurance described in this Section or the reasonable equivalent thereof cannot be obtained despite the best efforts of the Association to obtain such insurance or if the insurance so described or the reasonable equivalent thereof is not available on a commercially reasonable basis, the Association shall effect and maintain in force such insurance as then is available on a commercially reasonable basis and is consistent with then-prevailing practice among well-advised and prudently administered condominium associations with respect to similar condominium properties in the State of Hawaii.

B. Insurance - Apartments.

(a) As provided by Section 514B-143(g), Hawaii Revised Statutes and notwithstanding anything to the contrary herein or in the Declaration, the Board shall have the authority to require Apartment Owners to obtain reasonable types and levels of insurance in an amount determined by the Board from time to time. The liability of an Apartment Owner shall include but not be limited to the deductible of the Owner whose Apartment was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

(b) If the Apartment Owner(s) do not purchase or produce evidence of insurance requested by the Board, the Board may, in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the Apartment Owner or Owners. In no event shall the Association or Board be liable to any person with regard to the failure or neglect of an Owner to purchase insurance, for a decision by the Board not to purchase insurance for the

Owner as provided in the Condominium Property Act, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

4. Article X, §4 of the By-Laws is amended to read as follows:

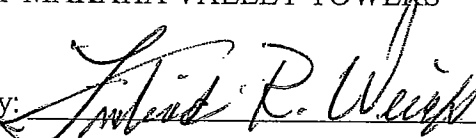
SECTION 4. Maintenance and Repair of Apartments. All maintenance of and repairs to any Apartment, (other than maintenance of and repairs to any common elements contained therein shall be made by the Owner of such Apartment.

In all other respects the Declaration and the By-Laws, as amended, are hereby confirmed and shall be binding upon and inure to the benefit of owners and their respective successors and permitted assigns.

The undersigned officers of the Association hereby certify that the foregoing Declaration and By-Laws amendments were duly adopted by the vote or written consent of owners holding more than fifty percent (50%) of the common interest.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 19<sup>th</sup> day of September, 2011.

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY TOWERS

By: 

TYPE NAME: Frederick R. Weick

TYPE TITLE: President

By: 

TYPE NAME: Ted L. Pond

TYPE TITLE: Vice-President

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

On this 19<sup>th</sup> day of September, 2011, in the First Circuit, State of Hawaii, before me personally appeared Frederick R. Warwick, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the President of the Association of Apartment Owners of Makaha Valley Towers and that said instrument identified or described Amendments to the Declaration of Horizontal Property Regime and the By-Laws of the Association of Apartment Owners of Makaha Valley Towers was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

The foregoing instrument is dated 09-19-2011 and contained 8 pages at the time of this acknowledgment/certification.

NOTARY PUBLIC CERTIFICATION  
Linda A. Woolsey First Circuit  
Doc. Description: Amendment to the declaration  
No. of Pages: 8 Date of Doc. 9/19/11  
Linda A. Woolsey 9/19/11  
Notary Signature Date  
STATE OF HAWAII

Linda A. Woolsey  
Linda A. Woolsey (Signature)  
(Printed or Typed Name)  
Notary Public, State of Hawaii  
My Commission Expires: 12-10-2012

CITY AND COUNTY OF HONOLULU )  
 )  
 ) SS:

On this 19<sup>th</sup> day of September, 2011, in the First Circuit, State of Hawaii, before me personally appeared Red L. Pond, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the Vice President of the Association of Apartment Owners of Makaha Valley Towers and that said instrument identified or described Amendments to the Declaration of Horizontal Property Regime and the By-Laws of the Association of Apartment Owners of Makaha Valley Towers was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

The foregoing instrument is dated 09-19-2011 and contained 8 pages at the time of this acknowledgment/certification.

NOTARY PUBLIC CERTIFICATION  
Linda A. Woolsey First Circuit  
Doc. Description: amendment to the declaration  
No. of Pages: 8 Date of Doc. 9/19/11  
Linda A. Woolsey 9/19/11  
Notary Signature Date

Linda A. Woolsey  
Linda A. Woolsey (Signature)  
(Printed or Typed Name)  
Notary Public, State of Hawaii  
My Commission Expires: 12-10-2012

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
1	486,659
2	486,659
101	424,806
102	676,703
103	824,392
104	759,410
123	762,390
124	898,764
201	773,636
202	604,116
203	604,115
204	676,296
221	336,113
222	641,289
223	670,988
224	416,236
225	970,563
226	492,464
227	406,069
228	736,426
301	785,456
302	492,405
303	622,170
304	617,396
305	496,029
306	599,843
321	781,685
322	745,972
323	791,708
324	661,711
325	604,114
326	551,194
327	1,028,635
328	262,949
329	884,733
330	587,987
331	702,642
332	682,788
333	933,218
334	800,788
335	527,201
336	367,839
401	933,014
402	585,836
403	399,339
404	794,702
405	940,503
406	623,037
407	648,724

Apt	TCT No.
408	954,322
421	1,016,912
422	920,376
423	479,252
424	575,744
425	590,314
426	688,616
427	506,032
428	903,919
429	807,946
430	729,343
431	425,703
432	817,798
433	541,236
434	1,012,573
435	305,032
436	643,581
437	733,823
438	483,962
439	649,870
440	456,003
501	844,352
502	496,030
503	622,339
504	383,350
505	636,048
506	742,192
507	580,377
508	552,470
509	556,052
510	981,853
511	346,468
521	1,008,288
522	708,738
523	822,040
524	527,427
525	603,897
526	777,087
527	352,361
528	467,131
529	927,451
530	324,661
531	1,025,942
532	783,539
533	657,393
534	703,657
535	278,699
536	548,607
537	851,239

Apt	TCT No.
538	502,683
539	578,471
540	562,602
601	862,944
602	1,022,839
603	973,243
604	572,016
605	282,648
606	351,899
607	954,046
608	744,729
609	754,063
610	443,668
611	530,066
612	700,371
613	768,118
614	281,986
615	1,029,928
616	316,879
621	644,653
622	390,936
623	446,766
624	579,159
625	923,732
626	997,318
627	278,699
628	526,948
629	573,172
630	716,883
631	950,728
632	996,826
633	762,264
634	582,670
635	737,752
636	1,006,064
637	488,478
638	675,980
639	744,526
640	762,982
701	383,893
702	271,017
703	544,719
704	1,021,736
705	448,774
706	199,199
707	1,008,286
708	917,085
709	237,420
710	646,658

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
711	589,253
712	278,699
713	762,178
714	742,489
715	707,729
716	735,206
717	675,912
718	581,791
719	775,182
720	853,910
721	640,810
722	529,758
723	373,794
724	836,801
725	775,189
726	923,716
727	284,385
728	511,306
729	289,972
730	645,886
731	948,967
732	687,412
733	468,883
734	639,055
735	930,624
736	1,018,937
737	613,154
738	945,087
739	199,528
740	199,557
801	918,617
802	686,841
803	794,746
804	278,699
805	773,000
806	779,935
807	389,029
808	479,608
809	577,068
810	851,732
811	804,719
812	722,868
813	605,043
814	778,067
815	660,008
816	945,827
817	688,911
818	850,090
819	520,754

Apt	TCT No.
820	316,992
821	854,902
822	800,320
823	679,600
824	681,023
825	1,008,625
826	789,082
827	308,367
828	693,379
829	1,025,778
830	857,505
831	856,201
832	791,678
833	600,020
834	612,238
835	199,533
836	768,800
837	285,351
838	524,781
839	810,962
840	843,526
901	1,009,287
902	702,534
903	927,365
904	828,613
905	628,883
906	512,073
907	999,289
908	716,790
909	328,275
910	589,224
911	438,662
912	347,841
913	634,356
914	1,029,235
915	848,104
916	671,672
917	576,657
918	766,882
919	941,497
920	978,806
921	974,796
922	437,299
923	989,379
924	520,442
925	899,352
926	679,378
927	893,804
928	950,480

Apt	TCT No.
929	552,926
930	901,189
931	316,550
932	582,269
933	444,523
934	610,101
935	288,264
936	595,433
937	772,923
938	515,465
939	549,630
940	927,080
1001	941,646
1002	469,839
1003	824,109
1004	377,535
1005	525,405
1006	1,031,138
1007	328,266
1008	278,699
1009	918,616
1010	845,996
1011	803,096
1012	342,647
1013	780,412
1014	1,024,357
1015	577,256
1016	545,226
1017	573,408
1018	773,098
1019	278,699
1020	278,699
1021	941,154
1022	793,003
1023	966,958
1024	613,340
1025	287,441
1026	1,029,768
1027	503,032
1028	968,794
1029	781,200
1030	886,807
1031	1,013,462
1032	628,620
1033	846,210
1034	610,113
1035	732,814
1036	782,761
1037	674,745



## Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
1038	877,342
1039	861,024
1040	654,533
1101	841,882
1102	740,985
1103	655,906
1104	278,699
1105	748,483
1106	638,993
1107	761,122
1108	643,323
1109	586,342
1110	335,874
1111	278,699
1112	806,188
1113	810,500
1114	975,778
1115	200,932
1116	701,862
1117	492,038
1118	552,471
1119	1,030,962
1120	625,656
1121	793,004
1122	800,653
1123	926,462
1124	430,940
1125	742,224
1126	952,595
1127	1,007,260
1128	498,359
1129	786,520
1130	760,355
1131	551,930
1132	856,846
1133	666,913
1134	777,963
1135	754,660
1136	1,024,477
1137	677,146
1138	976,518
1139	976,518
1140	710,439
1201	1,001,778
1202	440,020
1203	1,029,986
1204	691,408
1205	686,378
1206	780,312

Apt	TCT No.
1207	786,087
1208	674,050
1209	550,472
1210	524,446
1211	277,724
1212	754,120
1213	652,176
1214	744,923
1215	894,541
1216	940,723
1217	447,784
1218	530,727
1219	603,821
1220	991,314
1221	1,030,447
1222	899,137
1223	556,353
1224	278,699
1225	804,105
1226	201,920
1227	789,142
1228	296,789
1229	928,858
1230	763,097
1231	269,737
1232	908,741
1233	749,066
1234	903,790
1235	693,813
1236	931,482
1237	730,251
1238	730,251
1239	371,516
1240	371,516
1301	453,757
1302	967,168
1303	790,221
1304	205,016
1305	967,168
1306	718,292
1307	766,725
1308	766,724
1309	547,212
1310	419,527
1311	949,405
1312	690,952
1313	425,361
1314	883,484
1315	857,486

Apt	TCT No.
1316	336,610
1317	877,273
1318	1,030,200
1319	805,641
1320	552,562
1321	764,156
1322	676,927
1323	811,746
1324	794,376
1325	785,537
1326	901,826
1327	704,098
1328	681,911
1329	332,922
1330	1,013,306
1331	858,386
1332	380,943
1333	737,422
1334	965,361
1335	952,663
1336	1,023,371
1337	355,604
1338	356,621
1339	375,414
1340	625,538
1401	983,944
1402	646,110
1403	802,010
1404	939,146
1405	718,594
1406	473,788
1407	348,392
1408	643,117
1409	691,332
1410	511,121
1411	278,699
1412	1,009,286
1413	354,220
1414	402,505
1415	901,711
1416	947,622
1417	792,834
1418	206,193
1419	794,173
1420	794,174
1421	940,232
1422	407,332
1423	997,488
1424	528,001

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
1425	606,013
1426	927,926
1427	927,926
1428	646,773
1429	572,685
1430	1,006,747
1431	205,536
1432	552,703
1433	890,842
1434	207,472
1435	577,038
1436	883,322
1437	696,312
1438	769,072
1439	1,019,274
1440	207,394
1501	398,212
1502	587,735
1503	666,325
1504	402,278
1505	929,535
1506	691,130
1507	386,576
1508	741,046
1509	804,288
1510	804,288
1511	986,679
1512	546,293
1513	368,956
1514	220,470
1515	567,001
1516	694,102
1517	638,918
1518	942,365
1519	464,224
1520	126,292
1522	615,961
1523	508,557
1525	918,823
1526	758,572
1527	739,301
1528	731,945
1529	199,144
1530	632,148
1531	352,849
1532	712,017
1533	550,110
1534	465,006
1535	914,637

Apt	TCT No.
1536	989,997
1537	206,115
1538	779,251
1539	1,030,404
1540	483,065
1601	542,135
1602	489,691
1603	868,093
1604	826,925
1605	278,556
1606	676,839
1607	754,007
1608	638,676
1609	1,013,893
1610	709,122
1611	604,203
1612	532,087
1613	446,540
1614	553,203
1615	798,198
1616	369,412
1617	283,107
1618	545,422
1619	984,018
1620	1,028,238
1626	726,803
1627	444,525
1630	280,698
1631	234,644
1632	278,699
1633	1,020,221
1634	962,781
1635	528,316
1636	727,322
1637	709,426
1638	956,420
1639	804,216
1640	434,165
1702	572,857
1703	126,292
1705	770,490
1706	761,685
1707	413,095
1708	596,903
1709	842,147
1710	833,479
1711	611,445
1712	777,939
1713	636,954

Apt	TCT No.
1714	638,273
1715	449,070
1716	691,333
1717	781,929
1718	777,899
1719	326,116
1720	667,865
1730	625,325
1731	318,513
1734	834,442
1735	494,644
1737	532,402
1738	361,317
1739	818,321
1740	993,338
1806	976,524
1807	693,606
1810	572,686
1811	207,397
1813	244,388
1814	262,667
1815	790,647
1816	688,402
1817	908,728
1818	843,405
1819	621,766
1820	791,679
1837	593,944
1838	709,589
1839	326,719
1840	510,849
1913	906,104
1914	703,423
1915	308,179
1916	959,038
1917	459,677
1918	558,581
1919	815,444
1920	352,850
1937	847,280
1938	847,280
1939	516,583
1940	516,583
2014	862,147
2015	815,472
2018	400,491
2019	550,565
2038	888,382
2039	901,149

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
KAI LAUNDRY	486,660
MAUKA LAUNDRY	409,676

Apt	TCT No.
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Apt	TCT No.
-----	---------

OFFICE OF THE  
ASSISTANT REGISTRAR, LAND COURT  
STATE OF HAWAII  
(Bureau of Conveyances)

The original of this document was  
recorded as follows:

DOCUMENT **Doc T-8079289**  
CT AS LISTED HEREIN  
DATE \_\_\_\_\_ **February 14, 2012 9:00 AM**

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Return by: Mail [ ] Pickup [XX] To:  
ANDERSON LAHNE & FUJISAKI LLP  
A Limited Liability Law Partnership  
Joyce Y. Neeley (3134-0)  
733 Bishop Street, Suite 2301  
Honolulu, Hawaii 96813 (808) 536-8177

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**AMENDMENT TO THE  
BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY TOWERS  
(Condominium Map No. 80)**

WHEREAS, Makaha Valley Towers ("the Project") was created by Declaration of Horizontal Property Regime filed on May 22, 1969 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 474005 and noted on Transfer Certificate of Title No. 126,292 and restated by instrument recorded on January 10, 2002 as Document No. 2768701 and noted on Transfer Certificate of Title Nos. as attached hereto; and

WHEREAS, said Declaration, as amended and restated (hereinafter referred to as the "Declaration"), provided for the organization of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY TOWERS (hereinafter referred to as the "Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference and were restated by instrument recorded as aforesaid on January 10, 2002 as Document No. 2768702 and noted on Transfer Certificate of Title Nos. as attached hereto; and

WHEREAS, Section 514B-108(e), Hawai'i Revised Statutes, provides that the By-Laws may be amended by the vote or written consent of at least sixty-seven percent (67%) of the apartment owners; and

WHEREAS, by vote or written consent owners holding more than sixty-seven percent (67%) of the common interest have consented to amend the By-Laws, as hereinafter set forth;

NOW, THEREFORE, the By-Laws of the Association of Apartment Owners of Makaha Valley Towers are hereby amended as follows:

Article X, §4 of the By-Laws is amended to read as follows:

SECTION 4. Maintenance and Repair of Apartments.

- (a) All maintenance of and repairs to any Apartment, (other than maintenance of and repairs to any common elements contained therein) shall be made by the Owner of such Apartment.
- (b) Each apartment owner is responsible for maintenance, repair, and replacement of the owner's apartment (unless such maintenance, repair and replacement of the owner's apartment is necessitated by the negligence, misuse or neglect of the Association).

In all other respects the By-Laws, as amended, are hereby confirmed and shall be binding upon and inure to the benefit of owners and their respective successors and permitted assigns.

The undersigned officers of the Association hereby certify that the foregoing By-Laws amendment was duly adopted by the vote or written consent of owners holding more than sixty-seven percent (67%) of the common interest.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1<sup>th</sup> day of February, 20 12.

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY TOWERS

By: Frederick R. Weirck

TYPE NAME: Frederick R. Weirck

TYPE TITLE: President

By: Ted L. Pond

TYPE NAME: TED L. POND

TYPE TITLE: Vice Pres.

STATE OF HAWAII )  
 )  
CITY AND COUNTY OF HONOLULU )

SS:

On this 7<sup>th</sup> day of February, 2012, in the First Circuit, State of Hawaii, before me personally appeared Frederick P. Weick, to me personally known, who, being by me duly sworn or affirmed, did say that ~~he~~ she is the President of the Association of Apartment Owners of Makaha Valley Towers and that said instrument identified or described Amendments to the Declaration of Horizontal Property Regime and the By-Laws of the Association of Apartment Owners of Makaha Valley Towers was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

The foregoing instrument is dated Feb. 7, 2012 and contained 3 pages at the time of this acknowledgment/certification.

NOTARY PUBLIC CERTIFICATION  
Linda A. Woolsey First Circuit  
Doc. Description Amendment to the By-laws of the association owners of makaha valley towers  
No. of Pages: 3 Date of Doc 2-7-12  
Linda A. Woolsey 2-7-12  
Notary Signature Date

Linda A. Woolsey ✓  
(Signature)  
Linda A. Woolsey  
(Printed or Typed Name)  
Notary Public, State of Hawaii  
My Commission Expires: 12-10-2012

STATE OF HAWAII )  
 )  
CITY AND COUNTY OF HONOLULU )

SS:

On this 7<sup>th</sup> day of February, 2012, in the First Circuit, State of Hawaii, before me personally appeared Ted L. Pond, to me personally known, who, being by me duly sworn or affirmed, did say that ~~he~~ she is the Vice-President of the Association of Apartment Owners of Makaha Valley Towers and that said instrument identified or described Amendments to the Declaration of Horizontal Property Regime and the By-Laws of the Association of Apartment Owners of Makaha Valley Towers was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

The foregoing instrument is dated Feb. 7, 2012 and contained 3 pages at the time of this acknowledgment/certification.

NOTARY PUBLIC CERTIFICATION  
Linda A. Woolsey First Circuit  
Doc. Description Amendment to the By-laws of the association owners of makaha valley towers  
No. of Pages: 3 Date of Doc 2-7-12  
Linda A. Woolsey 2-7-12  
Notary Signature Date

Linda A. Woolsey ✓  
(Signature)  
Linda A. Woolsey  
(Printed or Typed Name)  
Notary Public, State of Hawaii  
My Commission Expires: 12-10-2012

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
1	486,659
2	486,659
101	424,806
102	676,703
103	824,392
104	759,410
123	762,390
124	898,764
201	773,636
202	604,116
203	604,115
204	676,296
221	336,113
222	641,289
223	670,988
224	416,236
225	970,563
226	492,464
227	406,069
228	736,426
301	785,456
302	492,405
303	622,170
304	617,396
305	496,029
306	599,843
321	781,685
322	745,972
323	791,708
324	661,711
325	604,114
326	551,194
327	1,028,635
328	262,949
329	884,733
330	587,987
331	702,642
332	682,788
333	933,218
334	800,788
335	527,201
336	367,839
401	933,014
402	585,836
403	399,339
404	794,702
405	940,503
406	623,037
407	648,724

Apt	TCT No.
408	954,322
421	1,016,912
422	920,376
423	479,252
424	575,744
425	590,314
426	688,616
427	506,032
428	903,919
429	807,946
430	729,343
431	425,703
432	817,798
433	541,236
434	1,012,573
435	305,032
436	643,581
437	733,823
438	483,962
439	649,870
440	456,003
501	844,352
502	496,030
503	622,339
504	383,350
505	636,048
506	742,192
507	580,377
508	552,470
509	556,052
510	981,853
511	346,468
521	1,008,288
522	708,738
523	822,040
524	527,427
525	603,897
526	777,087
527	352,361
528	467,131
529	927,451
530	324,661
531	1,025,942
532	783,539
533	657,393
534	703,657
535	278,699
536	548,607
537	851,239

Apt	TCT No.
538	502,683
539	578,471
540	562,602
601	862,944
602	1,022,839
603	973,243
604	572,016
605	282,648
606	351,899
607	954,046
608	744,729
609	754,063
610	443,668
611	530,066
612	700,371
613	768,118
614	281,986
615	1,029,928
616	316,879
621	644,653
622	390,936
623	446,766
624	579,159
625	923,732
626	997,318
627	278,699
628	526,948
629	573,172
630	716,883
631	950,728
632	996,826
633	762,264
634	582,670
635	737,752
636	1,006,064
637	488,478
638	675,980
639	744,526
640	762,982
701	383,893
702	271,017
703	544,719
704	1,021,736
705	448,774
706	199,199
707	1,008,286
708	917,085
709	237,420
710	646,658

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
711	589,253
712	278,699
713	762,178
714	742,489
715	707,729
716	735,206
717	675,912
718	581,791
719	775,182
720	853,910
721	640,810
722	529,758
723	373,794
724	836,801
725	775,189
726	923,716
727	284,385
728	511,306
729	289,972
730	645,886
731	948,967
732	687,412
733	468,883
734	639,055
735	930,624
736	1,018,937
737	613,154
738	945,087
739	199,528
740	199,557
801	918,617
802	686,841
803	794,746
804	278,699
805	773,000
806	779,935
807	389,029
808	479,608
809	577,068
810	851,732
811	804,719
812	722,868
813	605,043
814	778,067
815	660,008
816	945,827
817	688,911
818	850,090
819	520,754

Apt	TCT No.
820	316,992
821	854,902
822	800,320
823	679,600
824	681,023
825	1,008,625
826	789,082
827	308,367
828	693,379
829	1,025,778
830	857,505
831	856,201
832	791,678
833	600,020
834	612,238
835	199,533
836	768,800
837	285,351
838	524,781
839	810,962
840	843,526
901	1,009,287
902	702,534
903	927,365
904	828,613
905	628,883
906	512,073
907	999,289
908	716,790
909	328,275
910	589,224
911	438,662
912	347,841
913	634,356
914	1,029,235
915	848,104
916	671,672
917	576,657
918	766,882
919	941,497
920	978,806
921	974,796
922	437,299
923	989,379
924	520,442
925	899,352
926	679,378
927	893,804
928	950,480

Apt	TCT No.
929	552,926
930	901,189
931	316,550
932	582,269
933	444,523
934	610,101
935	288,264
936	595,433
937	772,923
938	515,465
939	549,630
940	927,080
1001	941,646
1002	469,839
1003	824,109
1004	377,535
1005	525,405
1006	1,031,138
1007	328,266
1008	278,699
1009	918,616
1010	845,996
1011	803,096
1012	342,647
1013	780,412
1014	1,024,357
1015	577,256
1016	545,226
1017	573,408
1018	773,098
1019	278,699
1020	278,699
1021	941,154
1022	793,003
1023	966,958
1024	613,340
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1027	503,032
1028	968,794
1029	781,200
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1032	628,620
1033	846,210
1034	610,113
1035	732,814
1036	782,761
1037	674,745



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Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
1038	877,342
1039	861,024
1040	654,533
1101	841,882
1102	740,985
1103	655,906
1104	278,699
1105	748,483
1106	638,993
1107	761,122
1108	643,323
1109	586,342
1110	335,874
1111	278,699
1112	806,188
1113	810,500
1114	975,778
1115	200,932
1116	701,862
1117	492,038
1118	552,471
1119	1,030,962
1120	625,656
1121	793,004
1122	800,653
1123	926,462
1124	430,940
1125	742,224
1126	952,595
1127	1,007,260
1128	498,359
1129	786,520
1130	760,355
1131	551,930
1132	856,846
1133	666,913
1134	777,963
1135	754,660
1136	1,024,477
1137	677,146
1138	976,518
1139	976,518
1140	710,439
1201	1,001,778
1202	440,020
1203	1,029,986
1204	691,408
1205	686,378
1206	780,312

Apt	TCT No.
1207	786,087
1208	674,050
1209	550,472
1210	524,446
1211	277,724
1212	754,120
1213	652,176
1214	744,923
1215	894,541
1216	940,723
1217	447,784
1218	530,727
1219	603,821
1220	991,314
1221	1,030,447
1222	899,137
1223	556,353
1224	278,699
1225	804,105
1226	201,920
1227	789,142
1228	296,789
1229	928,858
1230	763,097
1231	269,737
1232	908,741
1233	749,066
1234	903,790
1235	693,813
1236	931,482
1237	730,251
1238	730,251
1239	371,516
1240	371,516
1301	453,757
1302	967,168
1303	790,221
1304	205,016
1305	967,168
1306	718,292
1307	766,725
1308	766,724
1309	547,212
1310	419,527
1311	949,405
1312	690,952
1313	425,361
1314	883,484
1315	857,486

Apt	TCT No.
1316	336,610
1317	877,273
1318	1,030,200
1319	805,641
1320	552,562
1321	764,156
1322	676,927
1323	811,746
1324	794,376
1325	785,537
1326	901,826
1327	704,098
1328	681,911
1329	332,922
1330	1,013,306
1331	858,386
1332	380,943
1333	737,422
1334	965,361
1335	952,663
1336	1,023,371
1337	355,604
1338	356,621
1339	375,414
1340	625,538
1401	983,944
1402	646,110
1403	802,010
1404	939,146
1405	718,594
1406	473,788
1407	348,392
1408	643,117
1409	691,332
1410	511,121
1411	278,699
1412	1,009,286
1413	354,220
1414	402,505
1415	901,711
1416	947,622
1417	792,834
1418	206,193
1419	794,173
1420	794,174
1421	940,232
1422	407,332
1423	997,488
1424	528,001

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
1425	606,013
1426	927,926
1427	927,926
1428	646,773
1429	572,685
1430	1,006,747
1431	205,536
1432	552,703
1433	890,842
1434	207,472
1435	577,038
1436	883,322
1437	696,312
1438	769,072
1439	1,019,274
1440	207,394
1501	398,212
1502	587,735
1503	666,325
1504	402,278
1505	929,535
1506	691,130
1507	386,576
1508	741,046
1509	804,288
1510	804,288
1511	986,679
1512	546,293
1513	368,956
1514	220,470
1515	567,001
1516	694,102
1517	638,918
1518	942,365
1519	464,224
1520	126,292
1522	615,961
1523	508,557
1525	918,823
1526	758,572
1527	739,301
1528	731,945
1529	199,144
1530	632,148
1531	352,849
1532	712,017
1533	550,110
1534	465,006
1535	914,637

Apt	TCT No.
1536	989,997
1537	206,115
1538	779,251
1539	1,030,404
1540	483,065
1601	542,135
1602	489,691
1603	868,093
1604	826,925
1605	278,556
1606	676,839
1607	754,007
1608	638,676
1609	1,013,893
1610	709,122
1611	604,203
1612	532,087
1613	446,540
1614	553,203
1615	798,198
1616	369,412
1617	283,107
1618	545,422
1619	984,018
1620	1,028,238
1626	726,803
1627	444,525
1630	280,698
1631	234,644
1632	278,699
1633	1,020,221
1634	962,781
1635	528,316
1636	727,322
1637	709,426
1638	956,420
1639	804,216
1640	434,165
1702	572,857
1703	126,292
1705	770,490
1706	761,685
1707	413,095
1708	596,903
1709	842,147
1710	833,479
1711	611,445
1712	777,939
1713	636,954

Apt	TCT No.
1714	638,273
1715	449,070
1716	691,333
1717	781,929
1718	777,899
1719	326,116
1720	667,865
1730	625,325
1731	318,513
1734	834,442
1735	494,644
1737	532,402
1738	361,317
1739	818,321
1740	993,338
1806	976,524
1807	693,606
1810	572,686
1811	207,397
1813	244,388
1814	262,667
1815	790,647
1816	688,402
1817	908,728
1818	843,405
1819	621,766
1820	791,679
1837	593,944
1838	709,589
1839	326,719
1840	510,849
1913	906,104
1914	703,423
1915	308,179
1916	959,038
1917	459,677
1918	558,581
1919	815,444
1920	352,850
1937	847,280
1938	847,280
1939	516,583
1940	516,583
2014	862,147
2015	815,472
2018	400,491
2019	550,565
2038	888,382
2039	901,149

Exhibit A

Makaha Valley Towers  
Land Court Condo Map No. 80

Apt	TCT No.
KAI LAUNDRY	486,660
MAUKA LAUNDRY	409,676

Apt	TCT No.
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Apt	TCT No.
-----	---------

OFFICE OF THE  
ASSISTANT REGISTRAR, LAND COURT  
STATE OF HAWAII  
Bureau of Conveyances

RECEIVED

DEC 15 2016

Makaha Valley Towers

The original of this document was  
recorded as follows:

DOCUMENT NO. T-9839290

DATE Dec 9 2016 TIME 8:02am

TCT As LISTED HEREIN

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Return by: Mail [ ] Pickup [XX] To:  
ANDERSON LAHNE & FUJISAKI LLP  
A Limited Liability Law Partnership  
733 Bishop Street, Suite 2301  
Honolulu, Hawaii 96813 (808) 536-8177

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**AMENDMENT TO THE  
BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY TOWERS  
(Condominium Map No. 80)**

WHEREAS, Makaha Valley Towers ("the Project") was created by Declaration of Horizontal Property Regime filed on May 22, 1969 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 474005 and noted on Transfer Certificate of Title No. 126,292 and restated by instrument recorded on January 10, 2002 as Document No. 2768701 and noted on Transfer Certificate of Title Nos. as attached hereto; and

WHEREAS, said Declaration, as amended and restated (hereinafter referred to as the "Declaration"), provided for the organization of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY TOWERS (hereinafter referred to as the "Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference and were restated by instrument recorded as aforesaid on January 10, 2002 as Document No. 2768702 and noted on Transfer Certificate of Title Nos. as attached hereto; and

WHEREAS, Section 514B-108(e), Hawai'i Revised Statutes, provides that the By-Laws may be amended by the vote or written consent of at least sixty-seven percent (67%) of the apartment owners; and

WHEREAS, by vote or written consent owners holding more than sixty-seven percent (67%) of the common interest have consented to amend the By-Laws, as hereinafter set forth;

NOW, THEREFORE, the By-Laws of the Association of Apartment Owners of Makaha Valley Towers are hereby amended as follows:

A new Section 2 is added to Article V of the By-Laws to read as follows:


**SECTION 2. Prohibition Against Smoking.** Smoking is not permitted anywhere on the Property, including, but not limited to, the Apartments and any lanais appurtenant to such Apartments, or upon the common elements or limited common elements, except for one or more areas within the common elements designated by the Board of Directors for smoking. As used herein, "smoking" means inhaling or exhaling the fumes and/or smoke of tobacco or any other plant or other natural or synthetic smoking material, the inhaling or exhaling of the vapors, mist, and/or fumes of any electronic cigarette or other electronic smoking device, the carrying of any lighted smoking equipment, the burning of any smoking materials, including but not limited to tobacco products, or any other plant or natural or synthetic material, and/or the carrying of any lighted cigarettes, cigars, and/or pipes of any type. The provisions of this Section 2 and the terms "smoking," "smoking equipment," "smoking materials," "electronic cigarettes," and "electronic smoking devices" shall be construed in their broadest and most liberal sense in order to achieve the intended purpose of protecting Owners, their families, tenants, occupants, domestic servants, guests, employees, and any and all other persons who may come upon or use the Property in any manner from unwanted exposure to smoke and fumes from tobacco or any other plant material or other natural or synthetic smoking materials and from unwanted exposure to vapors, mists, and/or fumes from electronic cigarettes and other electronic smoking devices. This provision is binding on all Owners, their families, tenants, occupants, domestic servants, guests, employees, and all other persons who may come upon or use the Property in any manner or are otherwise present at the Property. Violation of this prohibition shall be deemed to be a nuisance and shall entitle the Association to levy fines and/or obtain injunctive relief as well as any and all other legal and equitable remedies, provided, however, that in no event shall the Association or its Board of Directors, Directors, Managing Agent, or employees be liable to any person or entity for any damages, injuries, claims, or causes of action whatsoever arising out of, related to, and/or in connection with the enforcement of, or failure to enforce, the prohibitions in this Section 2.

In all other respects the By-Laws, as amended, are hereby confirmed and shall be binding upon and inure to the benefit of owners and their respective successors and permitted assigns.

The undersigned officers of the Association hereby certify that the foregoing By-Laws amendment was duly adopted by the vote or written consent of owners holding more than sixty-seven percent (67%) of the common interest.

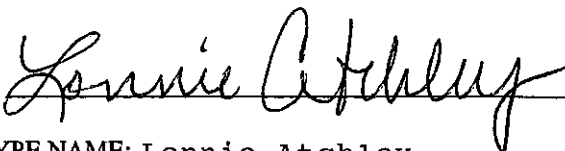
IN WITNESS WHEREOF, the undersigned have executed this instrument this 4th day  
of October, 2016.

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY TOWERS

By: 

TYPE NAME: Michael Targgart

TYPE TITLE: President

By: 

TYPE NAME: Lonnie Atchley

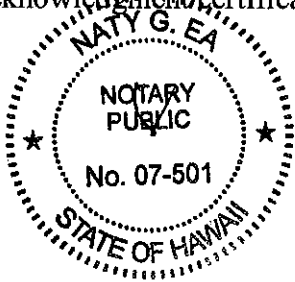
TYPE TITLE: Secretary

STATE OF HAWAII )  
 )  
CITY AND COUNTY OF HONOLULU )

SS:

On this 4<sup>th</sup> day of October, 2016, in the First Circuit, State of Hawaii, before me personally appeared Michael Tawggart, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the president of the Association of Apartment Owners of Makaha Valley Towers and that said instrument identified or described Amendment to the By-Laws of the Association of Apartment Owners of Makaha Valley Towers was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

The foregoing instrument is dated 10/4/2016 and contained 5 pages at the time of this acknowledgment/certification.



[Signature]

(Signature)

Naty G. Ea

(Printed or Typed Name)

Notary Public, State of Hawaii

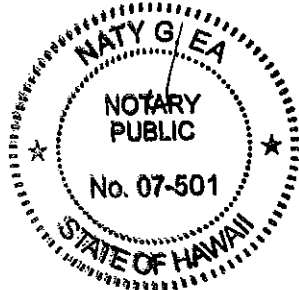
My Commission Expires: 10/07/2019

STATE OF HAWAII )  
 )  
CITY AND COUNTY OF HONOLULU )

SS:

On this 4<sup>th</sup> day of October, 2016, in the First Circuit, State of Hawaii, before me personally appeared Loraine Atchley, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the Secretary of the Association of Apartment Owners of Makaha Valley Towers and that said instrument identified or described Amendment to the By-Laws of the Association of Apartment Owners of Makaha Valley Towers was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

The foregoing instrument is dated 10/4/2016 and contained 6 pages at the time of this acknowledgment/certification.



[Signature]

(Signature)

Naty G. Ea

(Printed or Typed Name)

Notary Public, State of Hawaii

My Commission Expires: 10/07/2019

**NOTARY CERTIFICATION STATEMENT**

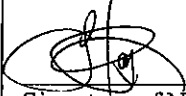
Amendment to the By-Laws of the

Doc. Description: AOAO Makaha Valley Towers

Doc. Date: 10/4/2016

No. of Pages: 5

Jurisdiction: First Circuit  
(which notarial act is performed)



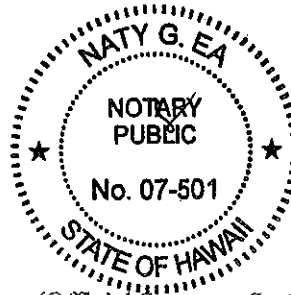
10/4/2016

Signature of Notary Public

Date of Notarization and  
Certification Statement

NATY G. EA

Printed Name of Notary Public



(Official Stamp or Seal)



**NOTARY CERTIFICATION STATEMENT**

Amendment to the By-Laws of the

Doc. Description: AOAO Makaha Valley Towers

Doc. Date: 10/4/2016

No. of Pages: 6

Jurisdiction: First Circuit  
(which notarial act is performed)

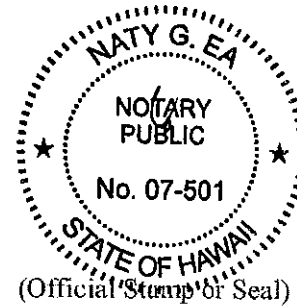


10/4/2016

Signature of Notary Public

Date of Notarization and  
Certification Statement

NATY G. EA  
Printed Name of Notary Public



6

**Exhibit "A"**

Makaha Valley Towers  
Land Court Condominium Map No. 80

List of Current Transfer Certificate of Title Numbers

Apt	TCT No.
1520	126,292
1703	
1529	199,144
739	199,528
740	199,557
1115	200,932
1304	205,016
1537	206,115
1418	206,193
1811	207,397
1631	234,644
MAKAI STORAGE	241,950
MAUKA STORAGE	
1231	269,737
1211	277,724
1605	278,556
535	278,699
627	
712	
804	
1008	
1019	
1020	
1104	
1224	
1632	
1630	
1617	283,107
727	284,385
837	285,351
935	288,264
435	305,032
827	308,367
931	316,550
820	316,992
1731	318,513

Apt	TCT No.
530	324,661
1719	326,116
1839	326,719
1007	328,266
1329	332,922
1110	335,874
221	336,113
1316	336,610
1012	342,647
912	347,841
1407	348,392
527	352,361
1531	352,849
1413	354,220
1338	356,621
1738	361,317
1616	369,412
723	373,794
1332	380,943
701	383,893
807	391,914
622	390,936
2018	400,491
1414	402,505
227	406,069
1707	413,095
224	416,236
101	424,806
1313	425,361
911	438,662
1627	444,525
1613	446,540
623	446,766
1301	453,757
440	456,003
1917	459,677
1519	464,224

Apt	TCT No.
528	467,131
1002	469,839
423	479,252
808	479,608
1540	483,065
438	483,962
O-1	486,659
O-2	
MAKAI LAUNDRY	486,660
MAUKA LAUNDRY	
637	488,478
1117	492,038
226	492,464
1128	498,359
538	502,683
1027	503,032
1523	508,557
728	511,306
906	512,073
938	515,465
924	520,442
1210	524,446
838	524,781
1005	525,405
335	527,201
611	530,066
1218	530,727
433	541,236
703	657,520
1016	545,226
1618	545,422
1512	546,293
1309	547,212
536	548,607
939	549,630
1533	550,110

**Exhibit "A"**

Makaha Valley Towers  
Land Court Condominium Map No. 80

List of Current Transfer Certificate of Title Numbers

<b>Apt</b>	<b>TCT No.</b>
1209	550,472
326	551,194
1131	551,930
508	552,470
1118	552,471
1320	552,562
509	556,052
1223	556,353
604	572,016
1810	572,686
1702	1,110,394
629	573,172
1017	573,408
424	575,744
1435	577,038
809	577,068
507	580,377
718	581,791
932	582,269
634	582,670
910	589,224
1837	593,944
936	595,433
1708	596,903
1219	603,821
525	603,897
325	604,114
203	604,115
202	604,116
1611	604,203
813	605,043
1425	606,013
1711	611,445
834	612,238
737	613,154
1024	613,340
1522	615,961

<b>Apt</b>	<b>TCT No.</b>
304	617,396
1819	621,766
503	622,339
406	623,037
1340	625,538
1120	625,656
1032	628,620
1530	632,148
1713	636,954
1714	638,273
1608	639,676
1517	638,918
1106	638,993
721	640,810
1408	643,117
436	643,581
621	644,653
730	645,886
1402	646,110
1428	646,773
439	649,870
1213	652,176
815	660,008
1503	666,325
1133	666,913
1720	667,865
223	670,988
1037	674,745
1606	676,839
1322	1,125,858
926	679,378
823	679,600
332	682,788
1205	686,378
802	686,841
1816	688,402
426	688,616

<b>Apt</b>	<b>TCT No.</b>
817	688,911
1506	691,130
1204	691,408
1807	693,606
1235	693,813
1437	696,312
1116	701,862
902	702,534
1327	704,098
522	708,738
1610	709,122
1637	1,126,439
1140	710,439
1532	712,017
1306	718,292
1405	718,594
812	722,868
1636	727,322
430	729,343
1528	731,945
716	735,206
1333	737,422
635	737,752
1102	740,985
1508	741,046
506	742,192
714	742,489
639	744,526
1214	744,923
322	745,972
1105	748,483
1233	749,066
1607	754,007
609	754,063
1526	758,572
104	759,410
1107	761,122

**Exhibit "A"**

**Makaha Valley Towers  
Land Court Condominium Map No. 80**

**List of Current Transfer Certificate of Title Numbers**

<b>Apt</b>	<b>TCT No.</b>
1706	761,685
713	762,178
123	762,390
640	762,982
1321	764,156
1308	766,724
1307	766,725
918	766,882
1705	770,490
937	772,923
805	773,000
1018	773,098
201	773,636
719	775,182
725	775,189
1718	777,899
1712	777,939
814	778,067
1538	779,251
1206	780,312
1013	780,412
1029	781,200
321	781,685
1717	781,929
1036	782,761
532	783,539
301	785,456
1325	785,537
1207	786,087
1129	786,520
1815	790,647
323	791,708
1417	792,834
1022	793,003
1121	793,004
1419	794,173
1420	794,174

<b>Apt</b>	<b>TCT No.</b>
822	800,320
1225	804,105
1509	804,288
1510	
811	804,719
1113	810,500
839	810,962
1919	815,444
2015	815,472
432	817,798
523	822,040
1604	826,925
904	828,613
1734	834,442
1101	841,882
1709	842,147
501	844,352
1010	845,996
1033	846,210
1937	847,280
1938	
818	850,090
537	851,239
821	854,902
831	856,201
1132	856,846
830	857,505
1039	861,024
601	862,944
1317	877,273
1038	877,342
1436	883,322
2038	888,382
927	893,804
1215	894,541
2039	901,149
1415	901,711

<b>Apt</b>	<b>TCT No.</b>
1326	901,826
1234	903,790
428	903,919
1535	914,637
1009	918,616
1525	918,823
422	920,376
726	923,716
625	923,732
1123	926,462
903	927,365
1426	927,926
1427	
1229	928,858
1236	931,482
401	933,014
333	933,218
1421	940,232
405	940,503
1216	940,723
1021	941,154
919	941,497
1518	942,365
738	945,087
1416	947,622
731	948,967
1311	949,405
928	950,480
631	950,728
1126	952,595
408	954,322
1638	956,420
1334	965,361
1028	968,794
225	970,563
1114	975,778

**Exhibit "A"**

**Makaha Valley Towers  
Land Court Condominium Map No. 80**

**List of Current Transfer Certificate of Title Numbers**

<b>Apt</b>	<b>TCT No.</b>
1138	976,518
1139	
1806	976,524
920	978,806
510	981,853
1536	989,997
1220	991,314
626	997,318
1423	997,488
907	999,289
1201	1,001,778
636	1,006,064
825	1,008,625
1412	1,009,286
901	1,009,287
1330	1,013,306
1031	1,013,462
1609	1,013,893
736	1,018,937
1439	1,019,274
1633	1,020,221
704	1,021,736
1336	1,023,371
1014	1,024,357
829	1,259,760
1620	1,028,238
1026	1,029,768
1203	1,029,986
1318	1,030,200
1539	1,030,404
1119	1,030,962
534	1,032,293
431	1,032,294
833	1,033,244
334	1,033,459
1040	1,035,689
1006	1,036,783

<b>Apt</b>	<b>TCT No.</b>
402	1,037,077
914	1,037,765
404	1,038,118
1302	1,039,843
1001	1,040,225
228	1,040,382
628	1,040,492
607	1,040,612
1328	1,041,256
1230	1,042,931
328	1,043,090
1501	1,043,248
616	1,043,256
1432	1,043,447
502	1,043,453
1137	1,043,894
832	1,044,010
1434	1,045,794
1111	1,046,571
1239	1,048,150
1240	
1430	1,048,595
824	1,048,691
1511	1,048,862
816	1,048,863
1004	1,048,905
806	1,049,170
429	1,049,183
1504	1,050,191
1514	1,050,192
1324	1,050,446
605	1,050,770
633	1,050,829
1635	1,050,831
1136	1,050,995
606	1,051,085
1918	1,051,337

<b>Apt</b>	<b>TCT No.</b>
1438	1,051,376
608	1,051,547
1401	1,051,592
1740	1,052,852
1217	1,052,853
222	1,053,248
1739	1,053,653
1603	1,055,951
734	1,056,044
711	1,056,465
1109	1,056,467
1914	1,056,905
1915	
1612	1,057,149
1025	1,057,519
1030	1,058,897
1710	1,058,908
1124	1,059,031
531	1,059,227
707	1,059,249
526	1,059,353
1011	1,059,919
327	1,060,178
1339	1,062,599
819	1,063,643
2019	1,063,738
909	1,065,036
1303	1,065,285
1840	1,065,410
1735	1,066,994
1323	1,067,377
1103	1,067,833
1916	1,067,907
1920	1,067,911
1626	1,069,727
1429	1,069,936
1716	1,070,521

**Exhibit "A"**

**Makaha Valley Towers  
Land Court Condominium Map No. 80**

**List of Current Transfer Certificate of Title Numbers**

<b>Apt</b>	<b>TCT No.</b>
1108	1,071,149
1939	1,072,214
1940	
331	1,073,911
539	1,074,075
1818	1,075,342
803	1,075,668
720	1,076,027
917	1,076,279
505	1,076,537
1602	1,076,766
504	1,076,866
303	1,077,527
1312	1,126,825
1305	1,078,498
1222	1,078,579
638	1,078,620
305	1,079,629
1615	1,079,968
1404	1,080,563
1023	1,080,736
1331	1,081,098
916	1,081,932
1406	1,082,232
324	1,082,656
1134	1,083,187
722	1,083,596
1208	1,083,655
934	1,084,345
336	1,084,542
1813	1,085,488
1814	1,085,489
624	1,086,155
1614	1,086,407
733	1,086,486
1516	1,086,620
835	1,086,624

<b>Apt</b>	<b>TCT No.</b>
836	1,086,625
1640	1,086,626
923	1,086,771
1310	1,087,094
1513	1,087,213
102	1,087,221
1431	1,087,414
425	1,087,572
1737	1,087,584
708	1,088,234
908	1,088,463
1515	1,088,578
933	1,089,346
124	1,089,432
434	1,089,536
1319	1,089,867
603	1,090,027
1424	1,090,029
1422	1,090,476
921	1,091,544
1507	1,092,134
1715	1,092,685
1127	1,092,740
1035	1,093,767
1601	1,093,866
905	1,094,048
632	1,094,378
1237	1,094,575
1238	
826	1,094,639
524	1,094,750
709	1,094,804
710	1,094,805
614	1,095,002
1221	1,095,830
724	1,097,053
1315	1,097,059

<b>Apt</b>	<b>TCT No.</b>
1440	1,097,199
1502	1,097,445
705	1,098,101
1730	1,099,803
715	1,100,129
1820	1,100,433
1034	1,100,595
407	1,100,603
1122	1,100,644
302	1,100,766
1125	1,100,845
1135	1,100,876
1639	1,101,569
732	1,101,575
840	1,102,377
1409	1,103,107
1410	
1619	1,103,826
922	1,103,888
615	1,105,027
204	1,105,081
1534	1,105,781
940	1,106,553
403	1,106,613
915	1,106,650
810	1,106,815
801	1,107,316
1003	1,108,092
1527	1,108,768
1817	1,108,979
1228	1,109,731
828	1,109,732
329	1,110,187
1130	1,110,593
421	1,111,265
427	1,111,850
717	1,111,946

Exhibit "A"

Makaha Valley Towers  
Land Court Condominium Map No. 80

List of Current Transfer Certificate of Title Numbers

Apt	TCT No.
1403	1,111,958
1226	1,112,278
930	1,112,454
1433	1,112,503
706	1,112,716
437	1,112,892
1913	1,113,035
533	1,113,042
1015	1,113,359
1838	1,113,441
913	1,113,496
729	1,113,956
306	1,114,665
1202	1,114,713
330	1,115,033
1232	1,115,721
511	1,116,024
612	1,116,130
1335	1,116,233
1112	1,116,427
1314	1,117,156
1411	1,117,967
613	1,118,285
1212	1,118,701
602	1,118,918
521	1,119,334
103	1,120,522
925	1,120,525
630	1,122,664
2014	1,122,855
1337	1,122,939
1505	1,123,725
735	1,123,807
529	1,124,027
1227	1,124,487
540	1,124,610
929	1,124,702

Apt	TCT No.
1634	1,124,733
702	1,124,786
610	1,125,409