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Makaha  
Valley  
Plantation*

In the Matter of the Incorporation

of

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION

FILED 08/01/2005 09:43 AM  
Business Registration Division  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
State of Hawaii

ARTICLES OF INCORPORATION

of

ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY PLANTATION

ASHFORD & WRISTON  
A LIMITED LIABILITY LAW PARTNERSHIP LLP

JOHN A. MORRIS, ESQ.  
Alii Place, Suite 1400  
1099 Alakea Street  
P.O. Box 131  
Honolulu, Hawaii 96810

Attorney for  
ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION

04/27/200520046

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

In the Matter of the Incorporation )  
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 ASSOCIATION OF APARTMENT OWNERS )  
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ARTICLES OF INCORPORATION  
of  
ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY PLANTATION

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

I.

NAME

The name of the Corporation shall be the: ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION.

II.

OFFICES

THE MAILING ADDRESS OF THE INITIAL OR PRINCIPAL OFFICE OF THE CORPORATION

The mailing address of the initial or principal office of the Corporation is c/o Hawaiiana Management Company, Ltd., P.O. Box 4009, Honolulu, HI 96812. The street address of the Corporation's initial registered office in the State of Hawaii is: 711 Kapiolani Boulevard, 7<sup>th</sup> Floor, Honolulu, HI 96813.

04/27/200520046

III.

REGISTERED AGENT

The corporation shall have and continuously maintain in the State of Hawaii a registered office and a registered agent. The agent shall be an individual resident of Hawaii, a domestic entity or a foreign entity authorized to transact business in the State, whose business office is identical with the registered office of the corporation. The name of the corporation's registered agent in the State of Hawaii is: Hawaiiana Management Company, Ltd., which is incorporated in the State of Hawaii. The street address of the corporation's registered agent in the State of Hawaii is: 711 Kapiolani Boulevard, 7<sup>th</sup> Floor, Honolulu, HI 96813.

IV.

PURPOSES AND POWERS

The Corporation is organized for the following specific purposes and powers:

(a) To: (i) operate and manage the condominium project known as "Makaha Valley Plantation" located in Waianae, Hawaii; and (ii) transact any other lawful activities for nonprofit corporations permitted by law, all in compliance with Chapters 514A and 414D, Hawaii Revised Statutes, the Declaration, the By-Laws and all other documents governing the project and its operation and management; and

(b) To exercise all of the powers, rights, privileges and immunities conferred by law on nonprofit corporations.

V.

BOARD OF DIRECTORS

The business and affairs of the Corporation shall be managed by a Board of Directors, which shall consist of not less than seven (7) nor more than nine (9) members, whose qualifications shall be as stated in the By-Laws. The members of the Board of Directors shall be elected or appointed at such times, in such manner, and for such terms as may be prescribed by the By-Laws.

The following persons shall act as the initial Directors of the Corporation until their successors are elected or appointed and qualified as provided for in the By-Laws:

<u>Name</u>	<u>Residence Address</u>
Monty Glover	84-688 Ala Mahiku Dr., 19A Waianae, HI 96792
Bobbie Castro	84-757 Kiana Street, 24C Waianae, HI 96792
Marjorie Collier	92-1503 "R" Aliinui Drive Kapolei, HI 96707
Gregory Sokolwski	84-687 Ala Mahiku Dr., 122A Waianae, HI 96792
Frank Mead	2843 North Bluff Road Greenbank, WA 96792
James Sherman	1480 N. West 70 <sup>th</sup> Seattle, WA 98117
Robert Cunningham	84-687 Ala Mahiku Street, 135A Waianae, HI 96792

VI.

OFFICERS

The Officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer. The President shall be elected from among the members of the Board of Directors. The Officers shall be elected or appointed at such times, in such manner, and for such terms as may be prescribed by the By-Laws.

The following persons shall act as the initial Officers of the Corporation until their successors are elected or appointed and qualified as provided for in the By-Laws:

<u>Office</u>	<u>Name</u>	<u>Residence Address</u>
PRESIDENT	Monty Glover	84-688 Ala Mahiku Dr., 19A Waianae, HI 96792



<u>Office</u>	<u>Name</u>	<u>Residence Address</u>
VICE-PRESIDENT	Bobbie Castro	84-757 Kiana Street, 24C Waianae, HI 96792
SECRETARY	Marjorie Collier	92-1503 "R" Allinui Drive Kapolei, HI 96707
TREASURER	Gregory Sokolowski	84-687 Ala Mahiku Dr., 122A Waianae, HI 96792

VII.

MEMBERS

The Corporation shall have Members. Their number and qualifications; their property, voting and other rights and privileges; and their liabilities for dues and assessments and the method of collection of those charges shall be as stated in Chapter 514A, Hawaii Revised Statutes, the Declaration, the By-Laws and related documents.

VIII.

NONPROFIT CORPORATION

This Corporation shall be a nonprofit corporation within the meaning of Chapter 414D, Hawaii Revised Statutes. The Corporation will not authorize nor issue any stock. No dividends shall be paid and no part of its assets, income or earnings shall be distributed to any Director, Officer, Member or employee, except that reasonable compensation may be paid for services rendered to the Corporation. No Director, Officer, Member or employee of the Corporation, shall be entitled to share in the distribution of any of the Corporation's assets on dissolution of the Corporation, except to the extent permitted by law.

IX.

BY-LAWS

The initial By-Laws of the Corporation shall be the existing By-Laws of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, as amended, which shall be adopted by the Board of Directors. The By-Laws may be altered, amended or repealed, and new By-Laws may be adopted by the Members, as prescribed in the By-Laws and Chapter 514A, Hawaii Revised Statutes.

04/27/200520046

X.

LIABILITIES

The members, directors, officers and employees of the Corporation shall not be liable personally for the Corporation's obligations, except to the extent they are subject to assessment under Chapter 514A, Hawaii Revised Statutes, the Declaration, and the By-Laws. In accordance with Section 414D-149, Hawaii Revised Statutes, the members of the Board shall not be liable to the Apartment Owners for any mistake of judgment or otherwise except for their own gross negligence or willful misconduct.

XI.

INCORPORATORS

<u>Name</u>	<u>Residence Address</u>
Monty Glover	84-688 Ala Mahiku Dr., 19A Waianae, HI 96792
Marjorie Collier	92-1503 "R" Aliinui Drive Kapolei, HI 96707

We certify, under the penalties of Section 414D-12 of the Hawaii Revised Statutes, that we have read the above statements and that they are true and correct.

Witness our hands this 7<sup>th</sup> day of MARCH, 2005.

  
Monty Glover

  
Marjorie Collier

Incorporators

04/27/200520046

## Federal Tax Obligations of Nonprofit Corporations

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Corporations organized under the not-for-profit statutes of the various states or territories of the U.S. do not automatically qualify for exemption from Federal income tax. Exemption is provided by section 501(a) of the Internal Revenue Code to those organizations described in sections 501(c), 501(d), and 401(a). Organizations which claim to be exempt from tax because of their charitable, educational, religious or other activities of the kind described in section 501(c)(3) are usually required to submit **Form 1023** within 15 months from the end of the month they were created to request recognition of that status. If they do not apply, they may not be recognized as exempt and will lose the benefits that recognition confers such as, for example, advance assurance to donors that contributions are deductible. If they apply late, recognition of exemption will usually be effective only from the date of application, rather than from the date the organization was created.

With some exceptions, organizations qualifying under some provision other than 501(c)(3) are not required to apply for recognition of exemption. But the Internal Revenue Service regularly receives requests for determination letters on **Forms 1024** from organizations described in section 501(c), other than 501(c)(3). Determination letters which are issued to organizations clarify their Federal tax and information return filing obligations.

The Internal Revenue Service is required to collect a fee for processing these exemption applications. Generally the fee is \$150 for smaller organizations and \$300 for others. **Form 8718**, User Fee for Exempt Organization Determination Letter Request, describes the fee structure and gives other information about user fees.

Several forms and publications are available to assist in explaining the requirements of and procedures for obtaining recognition of tax-exempt status. **Publication 557**, Tax-Exempt Status for Your Organization, describes the various types of organizations which may qualify for tax-exempt status, and provides information on what forms to file, and where to file them. **Forms 1023** and **1024**, mentioned above, are the application forms which provide guidance for assembling the information needed by the IRS to determine whether an organization qualifies for exempt status. **Form 8718**, is used to determine the correct fee to be paid with the application. This form and the appropriate fee must be submitted with the application.

These forms and publications can be obtained by telephoning the IRS's "forms only" number, 1-800-424-FORM. Taxpayer service technicians in each IRS district are also available to provide information and assistance about tax-exempt status.



Department of the Treasury  
Internal Revenue Service  
Notice 844 (10-88)

For further information  
please call the Federal Tax  
Information Office at  
800/829-1040



STATE OF HAWAII  
DEPARTMENT OF TAXATION

P.O. BOX 259  
HONOLULU, HAWAII 96809

May 15, 1991

# TAX INFORMATION RELEASE NO. 91-4

RE: Hawaii Tax Obligations of Nonprofit Organizations

This tax information release is intended to provide taxpayers with information regarding the Hawaii tax obligations of nonprofit organizations.

Organizations organized under the Hawaii not-for-profit statute (chapter 415B, Hawaii Revised Statutes) do not automatically qualify for exemption from Hawaii's income tax and general excise tax.

Hawaii has adopted the federal provisions of Internal Revenue Code (IRC) section 501, except for IRC section 501(c)(12), (15), and (16). IRC section 501(a) provides an exemption from federal income taxes to organizations described in IRC sections 501(c), 501(d), and 401(a). Organizations organized and operated exclusively for religious, charitable, scientific, or educational purposes as described in IRC section 501(c)(3), are usually required to submit an application to the Internal Revenue Service (IRS) to request recognition of exemption from federal income taxes. If the IRS issues a determination letter granting the organization exemption from federal income taxes, the organization is also exempt from Hawaii income taxes. The effective date for the exemption from Hawaii income taxes is the same as the effective date for federal purposes. Certain organizations are not required to file an application for recognition of exemption with the IRS and, therefore, will not receive a determination letter recognizing federal tax exemption. In these cases, the organization is exempt from Hawaii income taxes if it meets the requirements of the IRC section under which it is claiming to be exempt.

The nonprofit organization will be subject to Hawaii income tax on any unrelated business taxable income under section 235-2.4(f), Hawaii Revised Statutes. Form N-70NP, Exempt Organization Business Income Tax Return, should be filed for each taxable year that the organization has gross income of \$1,000 or more included in computing unrelated business taxable income.

In order to obtain an exemption from the payment of general excise taxes, the nonprofit organization must file Form G-6, Application for Exemption from the Payment of General Excise Taxes with the Hawaii Department of Taxation. A one-time \$20 registration fee must be paid with Form G-6. The approval for exemption from the payment of general excise taxes does not apply to the gross income derived from any activity the primary purpose of which is to produce income even though such income is to

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
335 Merchant Street  
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810

**INFORMATION FOR DOMESTIC NONPROFIT CORPORATIONS**  
Chapter 414D, Hawaii Revised Statutes

**Books and Records**

Section 414D-301 provides that each corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members, board of directors, and any committee having any of the authority of the board of directors. Each corporation shall keep at its principal office in this State, a record of the names and addresses of its members entitled to vote. All books and records of a corporation may be inspected by any member or member's agent or attorney, for any proper purpose at any reasonable time.

**Bylaws**

Section 414D-36 provides that the initial bylaws shall be adopted by the incorporators or the board of directors. The bylaws may contain any provision for managing the corporation's affairs that is not inconsistent with the laws or the Articles of Incorporation.

**Registered Office/Registered Agent Change**

Section 414D-71 provides that each domestic nonprofit corporation shall have and continuously maintain in this State: (1) a registered office which may be the same as any of its places of business; and (2) a registered agent, who may be either an individual resident of this State whose business office is identical to the registered office, a domestic entity whose business office is identical with the registered office, or a foreign entity authorized to transact business in the State whose business office is identical with the registered office.

Section 414D-72 provides that a domestic nonprofit corporation may change its registered office or registered agent, or both, by delivering to the director for filing a statement setting forth the particulars required by this section.

Section 414D-73 provides that any registered agent in this State appointed by a domestic nonprofit corporation may resign as the registered agent by signing and delivering a written notice of resignation to the director for filing. The statement may state that the registered office is also discontinued. The registered agent shall mail one copy of the statement of resignation to the corporation's registered office, if not discontinued, and one copy to the domestic nonprofit corporation at its principal office. The appointment of the registered agent shall terminate and the registered office discontinued if so provided, thirty-one days after the date on which the statement was filed.

SEE REVERSE SIDE FOR MORE INFORMATION.

# Ekimoto & Morris

A LIMITED LIABILITY LAW LIABILITY COMPANY

RICHARD S. EKIMOTO  
JOHN A. MORRIS  
CHERRYLINA C. PIEDAD  
OF COUNSEL  
ARLETTE S. HARADA  
Telephone (808) 599-7275  
Fax (808) 538-1927

## Transmittal Letter

DATE: August 30, 2005 FROM: Tobie for John A. Morris, Esq.  
TO: Sheryl Brown RE: AOA Makaha Valley Plantation  
c/o Hawaiiana Management Company General Representation  
PO Box 4009  
Honolulu, Hawaii 96812

The following Document(s) is/are enclosed herewith:

Item	Dated	Description
Original		Articles of Incorporation

- |   |  |
|---|--|
| <input type="checkbox"/> As Requested                   | <input type="checkbox"/> For Review and Comment        |
| <input type="checkbox"/> For Your Information and Files | <input type="checkbox"/> For Signature and Return      |
| <input type="checkbox"/> For Approval                   | <input type="checkbox"/> For Signature and Forwarding  |
| <input type="checkbox"/> For Filing/Recording           | <input type="checkbox"/> For Signature Before a Notary |
| <input type="checkbox"/> For Necessary Action           | <input type="checkbox"/> See Remarks Below             |

Remarks:

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 \*\*\* TX REPORT \*\*\*  
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\*\*\* TX REPORT \*\*\*  
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JOB NO. 2120  
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JOHN A. MORRIS, ESQ.  
Alii Place, Suite 1400  
1099 Alakea Street  
P.O. Box 131  
Honolulu, Hawaii 96810

Attorney for  
ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION



JOHN WAIHEE  
GOVERNOR



STATE OF HAWAII  
DEPARTMENT OF TAXATION

P.O. BOX 259  
HONOLULU, HAWAII 96809

RICHARD F. KAHLE, JR.  
DIRECTOR OF TAXATION

ALFRED C. LARDIZABAL  
DEPUTY DIRECTOR

LLOYD H. UNEBASAMI  
DEPUTY DIRECTOR

May 15, 1991

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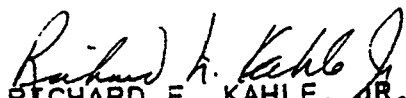
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Tax Information Release No. 91-4  
Page 2  
May 15, 1991

be used for or in furtherance of the exempt purposes or activities of the organization. Consequently, gross income received from the conduct of any fundraising activity is subject to the general excise tax. For information concerning the effective date of applications for exemption from the payment of general excise taxes, please refer to Tax Information Release No. 89-13, Application for Exemption from the Payment of General Excise Taxes for Nonprofit Organizations.

A nonprofit organization should request nonprofit treatment under Hawaii's Income Tax and General Excise Tax Laws at the earliest possible date in order to prevent taxation of otherwise nontaxable income.

  
RICHARD F. KAHLE, JR.  
Director of Taxation

STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
335 Merchant Street  
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810

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SEE REVERSE SIDE FOR MORE INFORMATION.

Annual Report

Section 414D-308 provides that an annual report shall be filed within the time periods prescribed in subsections (c) and (d) that read as follows:

(c) Notwithstanding any other provision of this chapter to the contrary, annual reports reflecting the period from January 1, 2002, through December 31, 2002, that would otherwise be required, may be voluntarily filed with the department director if the annual report complies with the requirements of this section.

(d) Effective January 1, 2003, for a domestic or foreign corporation whose date of incorporation or registration in this State falls between:

(1) January 1 and March 31, an annual report shall be filed on or before March 31 of each year and shall reflect the state of the corporation's affairs as of January 1 of the year when filed;

(2) April 1 and June 30, an annual report shall be filed on or before June 30 of each year and shall reflect the state of the corporation's affairs as of April 1 of the year when filed;

(3) July 1 and September 30, an annual report shall be filed on or before September 30 of each year and shall reflect the state of the corporation's affairs as of July 1 of the year when filed; and

(4) October 1 and December 31, an annual report shall be filed on or before December 31 of each year and shall reflect the state of the corporation's affairs as of October 1 of the year when filed;

provided that if a domestic or foreign corporation is incorporated or registered in the same year in which the annual report is due, the domestic or foreign corporation shall not be required to file an annual report for that year. Thereafter, the domestic or foreign corporation shall comply with the requirements of this section.

A \$5.00 fee must be paid upon filing of the report.

The annual report forms will be mailed to every corporation each year, and in order to assure receipt of the same, this department shall be notified in writing of any change of address. The notification must be signed by a corporate officer and his corporate title must be stated below his signature.

If the annual report is not filed for a period of two years, the corporation may be dissolved involuntarily by the director pursuant to Section 414D-248.

BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS  
OF

HOLIDAY PLANTATION CONDOMINIUM

ARTICLE I

CONDOMINIUM OWNERSHIP

Section 1. Creation. The project known as "HOLIDAY PLANTATION", has been submitted and is subject to the horizontal property regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, by Declaration of Horizontal Property Regime (herein called the "Declaration") intended to be recorded contemporaneously with these By-Laws.

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the project. All present and future owners, tenants and occupants of any apartments of the project, and any other persons who at any time shall use any part of the project, are subject to these By-Laws. The mere acquisition, lease, rental or occupancy of any of the apartments of the project shall signify that these By-Laws are accepted and ratified and shall be complied with.

ARTICLE II

ASSOCIATION OF APARTMENT OWNERS

Section 1. Membership. All owners of apartments of the project shall constitute the Association of Apartment Owners, herein called the "Association". The owner of any apartment upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason; provided, however, that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by an apartment lease filed with the Board of Directors of the Association, the lessee named in such lease shall be deemed to be the owner of the apartment covered by such lease.

Section 2. Responsibilities. The Association shall have the responsibility of administering the project, approving the annual budget, establishing and collecting all of the assessments for common expenses and arranging for the direct management and operation of the project by a Managing Agent in accordance with the Declaration and these By-Laws. Except as is otherwise

provided herein or in the Declaration or said Horizontal Property Act, all acts, decisions and resolutions of the Association shall require authorization by a majority of apartment owners.

**Section 3. Place of Meetings.** Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the apartment owners as may be designated by the Board of Directors.

**Section 4. Annual Meetings.** The first annual meeting of the Association shall be held as soon as practicable after recording of the Declaration and these by-laws, upon the call of at least ten per cent (10%) of the apartment owners. Thereafter, the annual meetings of the Association shall be held within three months after the end of each accounting year of the project. At such meetings the apartment owners shall elect by ballot a Board of Directors in accordance with the provisions of Section 3 of Article III of these by-laws and may also transact such other business of the Association as may properly come before them.

**Section 5. Special Meetings.** Special meetings of the Association may be held at any time upon the call of the President or a petition signed by apartment owners having at least twenty-five per cent (25%) of the total vote and presented to the Secretary.

**Section 6. Notice of Meetings.** The Secretary shall at least three days before the date set for each annual and special meeting give written or printed notice thereof to every apartment owner according to the Association's record of ownership stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at his residence or usual place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the record of ownership of the Association. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to receive actual notice of such meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice as to such apartment owner unless such apartment owner shall at the opening thereof object to the holding of such meeting for noncompliance with the provisions of this Section.

**Section 7. Quorum.** The presence at any meeting in person or by proxy of a majority of apartment owners as herein defined shall constitute a quorum, and the acts of a majority of the apartment owners present at any meeting at which a quorum is present shall be the acts of the

Association except as otherwise provided herein. The term "majority of apartment owners" shall mean the owners of apartments to which are appurtenant more than fifty per cent (50%) of the common interests as established by the Declaration.

**Section 8. Voting.** Voting shall be on a fractional or percentage basis, and the fraction or percentage of the total vote to which the owner of any apartment is entitled shall be the fraction or percentage assigned to such apartment in the Declaration. Any specified fraction or percentage of the apartment owners means the owners of apartments to which are appurtenant such fraction or percentage of the common interests as established by the Declaration. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association the fraction or percentage of vote for any apartment owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, 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 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 proportionate vote in proportion to his share of ownership in the apartment.

**Section 9. Proxies and Pledges.** Votes may be cast in person or by proxy by the respective apartment owners as shown by the record of ownership of the Association. The authority given by any apartment owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board of Directors through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the said Board in like manner.

**Section 10. Adjournment.** Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the apartment owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 11. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom shall be the sole owner or co-owner of record of an apartment. If a corporation is an apartment owner, any officer of such corporation shall be eligible to serve as director so long as he remains an officer of such corporation.

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 therefor as are not by law, by the Declaration or by these by-laws, directed to be exercised and done only by the apartment owners. Compensation, if any, of the directors shall be determined by the Association at a membership meeting and not by the Board. In addition to powers and duties conferred by these by-laws, the Declaration or resolutions of the Association, the Board shall be responsible for the following:

- (a) Management and operation of the project and maintenance, repair and rebuilding of the common elements thereof;
- (b) Establishment and collection of monthly assessments against the apartment owners for common expenses; and
- (c) Appointment and dismissal of any personnel necessary for such operation and maintenance functions.

Section 3. Election and Term. Election of directors shall be by cumulative voting. The directors, except as otherwise in these by-laws provided, shall hold office for a period of two years and until their respective successors shall have been elected, except that at the first election of directors, two directors shall be elected for one year, and three directors for two years.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the 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 5. 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 6. 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 7. 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 one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the date of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least 8 hours notice to each director, given personally or by telephone or telegraph, 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 directors.

Section 9. 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 10. 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 meeting 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 11. Fidelity Bonds. The Board of Directors may require that all officers, employees and agents of the Association handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE IV

##### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by, and in the case of the President, from the Board of Directors. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an 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 elected at any regular meeting of the Board or any special meeting 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 the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for all funds and securities of the Association, maintain and keep full and accurate accounts of all receipts and disbursements of the Association and render statements thereof in such form and as often as may be required by the Board of Directors, and be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

Section 8. Auditor. The Association may appoint annually a 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.

Section 9. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary.

## ARTICLE V

### ADMINISTRATION

Section 1. Management. The Board of Directors shall at all times manage and control the project and shall have the following powers and where applicable shall pay for out of the maintenance reserve fund as provided in the Declaration, the following:

(a) Water, sewer, garbage, electrical, telephone, gas, cable television and other necessary utility services for the common elements and (if not separately metered or charged) for the apartments; maintenance and gardening service for the common elements;

(b) A policy or policies of fire insurance, with extended coverage endorsement, in an insurance company authorized to do business in Hawaii, and in time of war against

war damage to the extent such governmental insurance is obtainable at reasonable cost, for the full insurable value of the common elements and the apartments, payable as provided in the Declaration, insuring the Lessor, Developer, apartment owners and mortgagees, as their interests may appear, which said policy or policies shall provide for separate protection for each apartment to the full insurable value thereof, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each apartment, if any;

(c) A policy or policies insuring the Board, Association, apartment owners, Lessor, and Developer against any liability to the public or to the apartment owners and their invitees, or tenants, incident to the ownership and/or use of the common elements and apartments, and all roadways and sidewalks on or adjacent to the project, the liability under which insurance shall be not less than Three Hundred Thousand Dollars (\$300,000) for any one person injured, One Million Dollars (\$1,000,000) for injury to more than one person in any one accident or occurrence and One Hundred Thousand Dollars (\$100,000) for property damage (such limits to be reviewed at lease annually by the Board and increased in its discretion), payable to the Board, in trust for the insureds;

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of a Managing Agent as herein-after provided, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the project, including the maintenance, repair and replacement of any of the common elements thereof, whether such personnel are employed directly by the Board or are furnished by the Managing Agent; but in any case, the Board shall have the power to remove any of these personnel at its discretion;

(f) Legal and accounting services necessary or proper in the operation of the buildings or enforcement of these By-Laws;

(g) A fidelity bond naming the members of the Board and the Managing Agent, and such other persons as may be designated by the Board as principals and the apartment owners as obligees, for the first year in an amount at least one-half the estimated cash requirement for that year as determined under Section 1. of Article VI hereof, and for each year thereafter in an amount at least one-half the total sum collected through the maintenance reserve fund during the preceding year;

(h) Painting, maintenance and repair of the common elements and any balcony or lanai, together with the exterior surface of the perimeter wall abutting upon said balcony or lanai, when painted at the direction of the Board (but not including the interior surfaces of

the apartments, which the apartment owner shall paint, maintain and repair) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements;

(i) Real property taxes imposed upon the apartments and the common elements and the limited common elements. It is recognized that the taxes are the individual responsibility of each apartment owner, but to facilitate the payment of these items the Board will collect the taxes from each apartment owner and pay them to the taxing authorities;

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these By-Laws or by law or which in its opinion shall be necessary or proper for the operation of the buildings as apartment buildings or for the enforcement of these By-Laws, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular apartments, the cost thereof shall be specially assessed to the apartment owners of such apartments.

(k) Any amount necessary to discharge any lien or encumbrances levied against the entire Project or any part thereof which constitutes a lien against the common elements, rather than merely against the interests therein of particular agreement owners. Where one or more apartment owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of such lien or liens;

(l) Maintenance and repair of any apartment if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements and limited common elements or any other apartment, and the apartment owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said apartment owner or owners, provided that the Board shall levy a special assessment against such apartment owner for the cost of said maintenance or repair;

(m) Purchasing any apartments being sold at a foreclosure or other judicial sale in the name of the Board or its designee, corporate or otherwise, on behalf of all the apartment owners, if such purchase is approved by apartment owners having a majority of the voting power;

(n) Opening of bank accounts on behalf of the Association of Apartment Owners and designating the signatures required therefor;

(o) Selling, leasing, mortgaging, voting the votes appurtenant to (other than the election of members of the Board of Directors), or otherwise dealing with apartments acquired by, and subleasing apartments leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all apartment owners;

(p) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of apartments on behalf of all apartment owners;

(q) Adopting and amending of Rules and Regulations covering the details of the operation and use of the Project;

(r) Determining of the common expenses required for the affairs of the Project, including, without limitation, the operation and maintenance of the Project.

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay out of the maintenance reserve fund capital additions and improvements (other than for purposes of replacing portions of the common elements subject to all the provisions of the Declaration) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without first obtaining the affirmative vote at a meeting called for such purpose, or the written consent, of voting owners having at least seventy-five per cent (75%) of the voting power, except as expressly provided herein.

Section 2. Managing Agent. The Board of Directors shall employ annually a responsible Hawaii corporation as managing agent to manage and control the project at such compensation and with such administrative powers and duties as the Board may establish and delegate, subject to prior approval of every such employment contract by a majority of apartment owners. The Board may delegate to the managing agent all of the powers granted to the Board by the By-Laws other than the powers described in subparagraphs (k), (l), (m), (n), (o), (p) and (q) of Section 1 hereinabove.

Section 3. Representation. The President or managing agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or more than one apartment and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any apartment owners individually to appear, sue or be sued. Service of process on two or more apartment owners in any such action, suit or proceeding may be made on the President or managing agent.

## ARTICLE VI

### OBLIGATIONS OF APARTMENT OWNERS

Section 1. Assessments and other charges. All apartment owners are obligated to pay the monthly assessments against them imposed by the Association to meet the common expenses of the project, including without limitation the management and operation thereof, maintenance, repair and rebuilding of the common elements and premiums for liability and hazard insurance. All assessments shall be made pro-rata according to the fractional shares of the respective apartments as established by the Declaration and shall include monthly payments to the Maintenance Reserve Fund as provided in the Declaration and all apartment owners shall also pay a monthly amount sufficient to accumulate and pay when due the full amount of all rent, taxes, assessments, and other charges payable by the apartment owner. All such monthly payments shall be payable in advance on the first day of the month. In the event any owner is delinquent in the payment of any monthly assessment for a period in excess of thirty (30) days, the Board may at its discretion sever or disconnect all utility connections to his apartment.

### Section 2. Repair and Maintenance.

(a) Every apartment owner shall from time to time and at all times well and substantially repair, maintain, amend and keep his apartment with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and without limitation shall perform promptly all such work within his apartment the omission of which would affect any common elements or other apartments and shall be responsible for all loss and damage caused by his failure to do so.

(b) All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephones, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such apartment and the interior surfaces of any adjacent limited common elements appurtenant to such apartment, shall be at the apartment owner's expense.

(c) Every apartment owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements or furniture, furnishings and equipment thereof damaged or lost through the fault of such apartment owner or any person using the project under him and shall give prompt notice to the Managing Agent of any such damage, loss or other defect when discovered.

### Section 3. Use of Project.

(a) All apartments of the project shall be used for residential purposes only. No apartment shall be used in connection with the carrying on of any trade or business whatsoever.

(b) All common elements of the project shall be used only for their respective purposes as designed.

(c) No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(d) Every apartment owner and occupant shall at all times keep his apartment in a strictly clean and sanitary condition, and shall observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all by-laws, rules, regulations, agreements, decisions and determinations duly made by the Association for the time being applicable to the project or the use thereof and all restrictions, covenants, conditions and provisions of the Declaration and amendments thereof duly made affecting the project.

(e) No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the project or alter or remove any furniture, furnishings or equipment of the common elements.

#### Section 4. Construction of Improvements.

(a) No apartment owner or occupant shall erect or place on the project any building or structure including fences and walls, nor make any additions or structural alterations to or exterior changes of any common elements of the project, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board of Directors, first approved in writing by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected.

(b) No apartment owner shall decorate or landscape any entrance, hallway, or planting area appurtenant to his apartment except in accordance with standards therefor established by the Board of Directors or specific plans approved in writing by the Board.

#### Section 5. Right of Entry.

(a) The Managing Agent and any other person authorized by the Board of Directors shall have the right to enter each apartment in case of any emergency originating



in or threatening such apartment whether or not the owner or occupant is present at the time.

(b) Every apartment owner and occupant, when so required, shall permit other apartment owners or their representatives to enter his apartment at reasonable times for the purpose of performing authorized installations, alterations or repairs to the common elements therein for central services, provided that requests for entry are made in advance.

#### Section 6. Rules of Conduct.

(a) No owner or occupant shall post any advertisement, bill, poster or other sign on or about the project, although not visible outside of the project, except as authorized by the Board of Directors.

(b) No garments, rugs or other objects shall be hung from the windows or facades of the project.

(c) No rugs or other objects shall be dusted or shaken from the windows of the project or cleaned by beating or sweeping on any exterior part of the project.

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

(e) No apartment owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof.

(f) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

Section 7. Foreclosure of Lien. In any suit to foreclose the lien against an apartment owner for delinquent assessments such delinquent owner shall be required to pay to the Association a reasonable rent for such apartment until sale on foreclosure together with all costs and reasonable attorneys' fees.

Section 8. Title. Every apartment owner shall promptly cause to be duly recorded the lease, assignment or other con-

veyance to him of his apartment or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the Managing Agent, and the Secretary shall maintain such information in the record of ownership of the Association.

Section 9. House Rules. The Board of Directors, upon notice to all apartment owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt or amend any supplemental rules and regulations called House Rules, governing details of the operation and use of the common elements not inconsistent with any provisions of law, these by-laws or the Declaration.

## ARTICLE VII

### AMENDMENTS OF BY-LAWS

Section 1. Procedure. These by-laws may be amended in any respect not inconsistent with any provisions of law or the Declaration by vote of seventy-five per cent (75%) of the apartment owners, at any meeting of the Association duly called for such purpose, effective only upon the recording of an amendment to the Declaration setting forth such amendment of by-laws as provided by law.

## ARTICLE VIII

### MORTGAGEES

Section 1. Notice to Association. Any apartment owner who mortgages his interest in an apartment shall notify the Association through the Managing Agent of the name and address of his mortgagee, and the Secretary shall maintain such information in the record of ownership of the Association.

Section 2. Notice of Unpaid Assessments. The Managing Agent or Board of Directors at the request of any mortgagee or prospective purchaser of any apartment or interest therein shall report to such person the amount of any unpaid assessments due from the owner of such apartment.

## ARTICLE IX

### INDEMNIFICATION

Section 1. Expenses and Liability. The Association shall indemnify every director and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

ARTICLE X

COMPLIANCE

Section 1. Subordination. These By-Laws are subordinate and subject to the provisions of the Declaration and all amendments thereto, and said Horizontal Property Act, and in case of any conflict the latter shall control. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Act.

Section 2. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the owners.

ADOPTION OF BY-LAWS

The undersigned Lessor and Developer hereby adopt the foregoing as the By-Laws of the Association of Apartment Owners of HOLIDAY PLANTATION this 14<sup>th</sup> day of June, 1974.

HOLIDAY PLANTATION, a Hawaii  
limited partnership

EDWIN YEE, LTD., its General Partner

By Glenda L. Parker  
Its SECRETARY

MAKAHA VALLEY, INCORPORATED, its  
Limited Partner

By [Signature]  
Its VICE-PRESIDENT

"LESSOR"

HOLIDAY MART, INC.

By Glenda L. Parker  
Its SECRETARY

"DEVELOPER"



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

On this 13<sup>th</sup> day of June, 1974, before  
me appeared STUART T. K. HO,  
to me personally known, who by me being duly sworn did say  
that he is the VICE-PRESIDENT of MAKAHA VALLEY,  
INCORPORATED, a Hawaii corporation, and that the seal  
affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its  
Board of Directors, and the said STUART T. K. HO  
acknowledged said instrument to be the  
free act and deed of said corporation as a limited partner  
of HOLIDAY PLANTATION, a Hawaii limited partnership.

James A. Burns  
Notary Public, First Circuit  
State of Hawaii

My commission expires: June 30, 1977



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

The original of this document was  
recorded as follows:

DOCUMENT NO. 2614898  
DATE MAR 24 2001 TIME 2:30

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL ( ) PICKUP (X) TO:

JOHN A. MORRIS, ESQ.  
IWAI & MORRIS  
820 MILILANI STREET, SUITE 502  
HONOLULU, HAWAII 96813

FIRST AMENDMENT OF THE  
BY-LAWS OF THE AOA MAKAHA VALLEY PLANTATION

WHEREAS, by Declaration of Horizontal Property Regime recorded in the Office of the Assistant Registrar of the State of Hawaii as Document No. 685716 and noted on the Certificates of Title shown on the attached Exhibit "A", a Hawaii corporation, submitted the property described in the Declaration and Condominium Map 217 to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization and operation of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION(the "Association") in accordance with the By-Laws which were attached to the Declaration and incorporated into it by reference ("the By-Laws"); and

WHEREAS, the Declaration and Bylaws were amended by instruments acknowledged on January 3, 1977, January 5, 1977 and January 25, 1997, filed as Document No. 805045, and dated December 5, 1978, filed as Land Court Document No. 914408; and

WHEREAS, pursuant to Section 514A-82(b)(2) Hawaii Revised Statutes, owners of more than sixty-five percent (65%) of the common interests of the Makaha Valley Plantation Project have given their written consent to amend the By-Laws as outlined below;

NOW THEREFORE, the By-Laws are amended as follows:

AMENDMENT ONE:

Section 1A. Cost of Improvements, Additions or Alterations by Board. (a) The Board shall not spend more than four percent (4%) of the Association's total annual operating budget:

(i) for improvements, additions, or alterations to the common elements, or

(ii) to lease equipment for the project, without first obtaining the approval of least twenty-five percent (25%) of the owners by vote or written consent.

(b) Nothing in this section shall be deemed to limit the Board's authority to spend Association funds for the maintenance, repair, and replacement of existing common elements, including expenses required under the Association's reserves study

(c) If a dispute arises as to whether owner approval is required under this section, owners of at least ten percent (10%) of the common interests may sign and present a petition to the Board requesting a special meeting to have the owners vote on the Board's proposed action. Within 30 days after the Board receives the petition, the Board shall call the special meeting.

(d) Regardless of the amount of association funds to be spent, the Board shall comply with the requirements of Section I.6. or Section S. of the Declaration, if applicable, with respect to any improvements, additions, or alterations to the common elements.



## AMENDMENT TWO

Article IV, Section 8 of the By-Laws shall be amended to read as follows:

Section 8. Auditor. The Association may 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 Auditor shall conduct the audit in accordance with Generally Accepted Auditing Standards and shall note in the audit report: (a) any material discrepancies or inaccuracies in how the Association collected, invested, reported, or disbursed Association funds; (b) any violations of procedures relating to the operation and management of the Association which the auditor notices in the course of performing his audit.

## AMENDMENT THREE

Article III of the By-Laws is amended to add a new section 5A to read as follows:

Section 5A. The term of office of any Director who becomes more than ninety (90) days delinquent in the payment of any assessment or charge against the apartment of which he is the owner shall automatically terminate on the ninety-first (91<sup>st</sup>) day, unless the delinquent Director proposes a payment plan which is accepted by the remaining Board members. If they do not accept the payment plan, the delinquent Director's successor shall thereupon be appointed by a majority of the remaining Board members, even if they are less than a quorum, to fill out the unexpired portion of his term. Any Board member who misses three (3) consecutive, regularly scheduled and duly noticed Board meetings may be removed by a majority of the remaining members, unless the Director's absence, as determined in the sole discretion of the remaining Board members, is justified by the Director's illness, family or job.

In all other respects, the By-Laws as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of the Makaha Valley Plantation hereby certify that the above amendment was adopted by the written consent of more than sixty-five percent (65%) of the members of the Association.



STATE OF HAWAII )  
 ) ss.  
COUNTY AND COUNTY OF HONOLULU )

On this 9<sup>th</sup> day of March, 2000, before me appeared Bette M. Larrabee, to me personally known, who being by me duly sworn, did say that ~~he~~/she is the President of the ASSOCIATION OF APARTMENT OWNERS OF THE MAKAHA VALLEY PLANTATION, an unincorporated association, that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said Bette M. Larrabee acknowledged that ~~he~~/she executed said instrument as ~~his~~/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF THE MAKAHA VALLEY PLANTATION.

Peggy A. Hoots  
Notary Public, State of Hawaii  
Print Name: Peggy A. Hoots  
My commission expires: 9.14.2002

STATE OF HAWAII )  
 ) ss.  
COUNTY AND COUNTY OF HONOLULU )

On this 9<sup>th</sup> day of March, 2000, before me appeared David Duke, to me personally known, who being by me duly sworn, did say that he/she is the Treasurer of the ASSOCIATION OF APARTMENT OWNERS OF THE MAKAHA VALLEY PLANTATION, an unincorporated association, that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said David Duke acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF THE MAKAHA VALLEY PLANTATION.

Peggy A. Hoots  
Notary Public, State of Hawaii  
Print Name: Peggy A. Hoots  
My commission expires: 9.14.2002

<u>APT#</u>	<u>TCT#</u>
1-A	374879
1-B	331405
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10-C	506277
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100-C	337016
101-A	220709
101-B	426493
101-C	356427
102-A	327871
102-B	316141
102-C	445782
103-A	404810
103-B	357893
103-C	505796
104-A	493682
104-B	388378
104-C	439681
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105-B	368697
105-C	402021
106-A	243472
106-B	457178
106-C	486539
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107-C	355223
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108-B	388992
108-C	432899
109-A	394285
109-B	335622
109-C	498585
11-A	393383
11-B	393392
11-C & C	374224
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110-B	330860
110-C	219100
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111-B	361734
111-C	389044
112-A	324149
112-B	492812
112-C	219240
113-A	350209
113-B	219237
113-C	423149

**EXHIBIT A**

<u>APT#</u>	<u>TCT#</u>
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114-B	497529
114-C	296463
115-B	411493
115-C	435655
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116-B	546370
116-C	473147
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117-B	321303
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12-C	351905
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120-B	531037
120-C	212699
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121-B &C	371331
121-C	405953
121-C	425422
122-A	510886
122-B	443716
122-C	487637
123-A	461863
123-B	302986
123-C	508098
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126-C	548506
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129-B	304040
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13-C	219350
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<u>APT#</u>	<u>TCT#</u>
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137-B	217312
137-C	484351
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16-B	426873
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167-C	344268
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177-C	499243
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18-C	308935
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186-A	492724
186-B	210476
186-C	400878
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35-C	354120
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41-C	379362
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56-C	323331
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57-C	284121
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58-C	324296
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59-C	448415
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62-C	444572
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68-C	412439
69-B	516910
69-C	406469
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7-C	501947
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73-B	483095
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78-A	394984
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78-C	456778
79-A	401324
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79-C	399208
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8-B	472380
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80-B	538350
80-C	312424
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88-B	480338
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92-C	407720
93-A	464078

APT#

TCT#

93-C

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94-A

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94-B

386175

94-C

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95-A

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95-B

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96-B

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96-C

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97-B

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97-C

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99-B

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99-C

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99C

493099

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A-134

293644

C-8

417868

VARIOUS

459666

#D-1

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

The original of this document was  
recorded as follows:

DOCUMENT N Doc 3406833  
DATE \_\_\_\_\_ CTN AS LISTED HEREIN  
MAR 21, 2006 12:00 PM

**LAND COURT SYSTEM**  
AFTER RECORDATION, RETURN TO:  
EKIMOTO & MORRIS  
JOHN A. MORRIS, ESQ./alt  
1132 BISHOP STREET, SUITE 902  
HONOLULU, HAWAII 96810

**REGULAR SYSTEM**  
RETURN BY: MAIL  PICKUP

Total Page(s): 23

**AMENDMENT OF THE BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION**

WHEREAS, MAKAHA VALLEY PLANTATION (formerly known as HOLIDAY PLANTATION), a Hawaii limited partnership, ("Lessor"), owned in fee simple certain real property and leased it to HOLIDAY MART, INC., a Hawaii corporation, ("Lessee"), by that certain lease dated September 28, 1973, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 652593; and

WHEREAS, in order to create a condominium project consisting of the land and improvements to be known as "Makaha Valley Plantation", the Lessor and Lessee, by that Declaration of Horizontal Property Regime dated June 13, 1974, filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 685716 and noted on Transfer Certificate of Title No. 202291 and the Transfer Certificates of Title Nos. shown on the attached Exhibit A ("Declaration") submitted the property to the Horizontal Property Regime (now known as a Condominium Property Regime) established by the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended; and

WHEREAS, the Declaration and the By-Laws attached to it ("By-Laws") provided for the organization of the Association of Apartment Owners ("Association") and imposed divisions, limitations, restrictions, covenants and conditions on the property, which constitute covenants running with the land that were binding on and for the benefit of the parties to the Declaration and By-Laws, their respective successors and assigns, and all subsequent

owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns; and

WHEREAS, the Declaration and By-Laws of the Association of Apartment Owners of Makaha Valley Plantation were amended by "Holiday Plantation Amendment to Declaration and By-Laws" recorded on February 15, 1977, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document Nos. 805045 and 805046; by "Second Amendment to Declaration of Horizontal Property Regime and By-Laws of Holiday Plantation" dated December 5, 1978, recorded in said Office as Land Court Document No. 914408; by "First Amendment of the By-Laws of the AOA Makaha Valley Plantation" recorded on March 24, 2000, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2614898; and by "Amendment of the By-Laws of the Association of Apartment Owners of Makaha Valley Plantation" recorded on May 28, 2003, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2935193; and

WHEREAS, pursuant to Section 514A-82(b)(2), Hawaii Revised Statutes, owners of more than sixty-five percent (65%) of the common interests of the Association have given their written consent to amend the By-Laws as outlined below;

NOW THEREFORE, the By-Laws are amended as follows:

I. Article III, Section 1 is amended to read as follows:

**SECTION 1. Number and Qualifications.** The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons, each of whom shall be an owner, co-owner, vendee under an agreement of sale, or an officer of any corporate owner of an apartment. The partners of a general partnership, the general partners of a limited partnership, the partners of a limited liability partnership, the member(s) of a member-managed limited liability company, and the manager(s) of a manager-managed limited liability company shall be deemed to be the owners of an apartment owned by their respective general partnership, limited partnership, limited liability partnership, member-managed limited liability company, or manager-managed limited liability company for purposes of this Section. The Association's resident manager shall not serve on the Board of Directors. There shall not be more than one representative on the Board of Directors from any one apartment.

II. Article III, Section 3 is amended to read as follows:

**SECTION 3. Election and Term.** Election of directors shall be by secret ballot at each annual meeting and each special meeting called for that purpose. The directors, except as otherwise in these by-laws provided, shall hold office for a period of two years and until their respective successors shall have been elected, subject to removal as herein provided. Directors shall be elected at each annual meeting to fill the vacancy in the office of director occurring as of the time of



such meeting. The terms of office of the seven (7) members of the Board of Directors shall be staggered so that in every successive two (2) year period, the terms of office of four (4) directors shall expire in one (1) year and the terms of office of three (3) directors shall expire in the other year. The Board of Directors shall be empowered to modify the terms of office of positions on the Board of Directors up for election or reelection as is necessary so as to create said staggered terms. Notwithstanding the foregoing, the Board of Directors shall have no power to modify the terms of office of any positions up for election or reelection if the staggered terms provided for herein are already in place.

III. Article III, Section 4 is amended to read as follows:

SECTION 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the natural expiration of the term of a director or the removal of a director by the Association shall be filled by a vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall serve 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 qualified to serve on the Board of Directors as provided in Article III, Section 1 above shall cause his office to become vacant.

In all other respects, the By-Laws as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association hereby certify that the above amendments were adopted by the written consent of more than sixty-five percent (65%) of the members of the Association.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 14th day of March, 2006.

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION

By  \_\_\_\_\_

Print Name: MONTY J. Glover  
Its: President

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
) ss.  
)

On this 14th day of MARCH, 2006, before me appeared MONTY J. GLOVER, to me personally known, who being by me duly sworn, did say that he/she is the president of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, a condominium association, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said MONTY J. GLOVER acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION.



Allen P. Wilson

Print Name: ALLEN P. WILSON  
Notary Public, State of Hawaii

My commission expires: 6 July 2006

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
	644436
	670235
1-B	331405
10-A	552202
10-C	589839
100-A	422603
100A	750239
100A	786480
100B	693620
100C	742878
101-A	220709
101-C	356427
101B	728013
102-A	327871
102-B	288958
102-B	316141
102-C	445782
103-A	556322
103B	702793
103C	607110
104-A	493682
104-B	317347
104-B	574280
104C	706874
104C	763303
105-A	592048
105-C	328647
105-C	333856
105-C	402021
105B	710729
105C	747073
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106B	770007
106C	730789
107-A	363534
107-B	326511
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108-B	570750
108-C	432899
108A	700725
109-A	602630
109-B	313277
109A	748450
109B	679098
109C	727145
10B	718552
11-A	393383
11-B	336691
11-C &C	374224
110-A	604171
110-B	330860

**Exhibit A**

**Apt #            TCT#**

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113-B	219237
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114-B	497529
114A	708994
114A	783671
114C	616959
114C	765319
115-B	411493
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115A	650837
115C	790746
116-A	307247

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
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119C	691164
119C	794689
11B	626222
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120-C	212699
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122C	631621
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125-B	565342
125-C	590797
125-C	738425
125A	706883
125B	751238
126-B	321099
126-C	605243
126C	760375
127-B	634357
127C	730779
128-A	543043
128-B	693822
128A	758942
128B	749444
128C	711944
129B	711844
129C	644418
12A	770287
12C	716784
13-B	342993
13-C	219350
130-A	456322
130-B	349467

**Exhibit A**

**Apt #            TCT#**

130A	745008
130A	747641
130C	636604
130C	754894
131-A	412342
131-B	552787
131C	704192
132-C	553335
132B	727556
132C	772769
133-A	582370
133B	610106
134B	614481
134B	765831
135-B	213708
135-C	287890
135A	618013
135C	753787
136-A	337167
136-B	499615
136-C	283054
137-B	217312

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
137A	727362
137C	736383
138-A	595478
138-C	569169
138A	733011
138A	738932
138B	613131
139-A	582977
139-C	397158
139B	679100
139B	788997
139G	759407
13A	643299
13B	779044
14-A	511293
14-C	432337
140-A	346946
140-C	359919
140B	668003
141-A	329333
141-A	385212
141B	679228
141C	721069
142A	682060
142B	729205
142C	644352
143-A	352009
143B	697825
143B	769625
143C	718735
144-B	211677
144-C	538822
144A	610741
144B	746575
145-A	476546
145A	767491
145B	622957
145C	721141
146A	693602
146B	618443
146C	632980
147-A	438794
147-C	475161
147B	719682
148-A	323811
148-C	676554
148A	754289
148B	618326
148C	796717
149-B	320772
149A	761588
149C	630058
14B	700397

## Exhibit A

Apt #            TCT#

15-A	493449
150-A	301757
150-B	252616
150C	705955
151-A	297258
151-A	344896
151B	689565
151B	757581
151C	685767
151C	751761
152-C	473123
152A	726787
152B	629549
153-A	553948
153-B	407761
153-C	434170
153B	672734
154-B	566776
154A	761648
154B	773664
154C	618015
155-C	318204



## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
155A	623404
155A	736194
155B	703011
156-A	356125
156-B	334378
157-A	333368
157-B	460728
157-C	214851
157A	770276
158B	720654
158C	665949
158C	762822
159-A	501186
159-B	420997
159C	658579
15B	680772
15C	680012
16-A	214352
16-C	410695
160-C	506714
160A	652129
160A	780407
160B	732149
161-A	525074
161-B	478361
161-C	412440
1610	528631
162-A	307694
162-B	418339
162-C	580459
162B	751768
162C	748121
163-C	215731
163A	675197
163B	705536
164-A	213705
164-B	476650
164-B	549255
164C	703703
165-B	213883
165A	681867
165C	633299
166-B	535388
166-C	408448
166-C	566980
166A	655752
166A	792060
167-A	570116
167-B	346557
167C	725706
168-A	577767
168A	743481
168B	643956

**Exhibit A**

**Apt #            TCT#**

168B	754857
168C	698174
169-B	441725
169-C	299260
169A	703897
169A	736762
169C	741989
16B	751014
170-B	523220
170-C	432447
170A	603715
170C	743378
171A	657875
171A	772937
171B	698126
172-A	325616
172B	610290
173-A	541242
173-B	406464
173-C	388649
173C	746560
174A	683502

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
174B	751015
174C	698041
175-A	550732
175-B	375961
175-B	375963
175-B	572313
175-C	512744
175B	743473
176-A	299095
176-B	328162
176-C	259345
177-B	404112
177A	710544
177C	628930
178-A	573630
178-B	366296
178-C	354249
179-A	471050
179A	739045
179B	730133
179C	742876
17B	728359
17C	683625
17C	751657
18-A	542737
18-B	218895
180-A	426310
180A	788320
180B	673315
180C	690043
181-A	560040
181B	666293
182-A	583043
182B	649264
182B	755404
183-A	426341
183-B	291611
183-C	476490
183B	691171
184-B	555940
184-C	449786
184A	691190
185-A	364463
185-C	547995
185B	709287
185B	769919
186-B	603790
186-C	400878
186A	671377
187-A	210391
187-B	317963
187A	736282
187B	741250

**Exhibit A**

**Apt #            TCT#**

187B	743457
187C	610608
188-A	510625
188-B	545568
188-C	560777
189-B	330967
189-C	351726
189A	621656
18C	730864
18C	776813
18C	783304
19-A	587857
190-A	214943
190-A	468655
190-C	497281
190A	790566
190B	745915
191-A	436611
191-B	466167
191-C	597054
192-A	551435
192-B	555573

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
192-C	583306
192C	753927
193-A	386227
193-B	351766
193-B	491616
193-C	210231
193-C	467593
193A	771083
194-A	315886
194-B	354981
194-C	512324
194A	753843
194A	771114
195-A	502295
195-B	444438
195-C	530668
196-B	546874
196-C	543826
196A	624024
196B	780015
19B	629392
19C	626281
1A	693090
2-A	438804
2-B	416833
20-B	352298
20-C	312358
20A	703020
21-A	339054
21-B	573290
21-C	385858
217 17A	695498
22-A	214354
22-B	215148
22C	694667
23-A	258948
23-B	363922
23-C	326641
24-A	397156
24B	714953
24C	674481
24C	780443
25-B	516838
25A	709392
25B	796469
25C	645642
26-C	604419
2609	528458
26B	723376
27-A	563800
27-C	427001
27B	710885
28-A	397705

## Exhibit A

Apt #            TCT#

28-B	558256
28-C	548540
28B	639382
29	582925
29	781701
2A	792934
3-B	218897
30	348353
31-B	350952
31-B	500207
31-B &C	338789
31-C	318607
31A	674710
31B	745287
31B	764766
32B	695507
32C	655392
33-C	597845
33B	677098
34-B	406454
34A	705640
34C	755914

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
35-B	406455
35-C	354120
35A	660342
35C	777989
36-B	406456
36-C	218636
37-B	406443
37A	721638
37A	796012
37C	675828
38-A	397918
38-C	340463
38B	622764
38B	776267
38B	782667
39-B	322346
39-B	462256
39-C	589223
39A	617403
3A	689694
3C	605341
3C	739278
4-A	575158
4-B	485025
4-C	298333
40-A	379394
40-B	408479
40-C	590796
40A	737104
41-B	551331
41-C	556360
41A	737458
42-A	434245
42-C	408480
42A	793175
42B	731104
43-B	472316
43-C	330475
43C	673552
44-A	406446
44A	748990
44B	751148
44C	689160
45B	712468
45C	696465
46-A	543670
46-B	342474
46A	791965
46C	695880
46C	743646
47-B	731432
47-C	549155
47A	624253

**Exhibit A**

**Apt #            TCT#**

47C	796256
48-B	597423
48-C	598467
48A	614249
49-B	573459
49B	719881
49C	645125
4A	794950
5-A	534164
50B	754509
50C	688610
51-A	443629
51-B	552020
51-C	552021
52-A	553064
52-C	488365
52B	740053
53-A	469439
53-C	377518
53B	619779
53B	764964
53C	777842



## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
54-A	583648
54-B	474597
54B	750004
54C	731511
55-B	406458
55A	698858
55C	620876
56-A	542626
56-B	389906
56-C	323331
57-A	496844
57B	739447
57C	683626
58-C	725841
58A	718159
58B	698740
58B	737318
59-C	581148
59A	721958
59B	739279
5B	655848
6-B	214208
60-A	504900
60-C	328658
60B	708775
61-A	447962
61-B	519622
61C	695198
62-A	335390
62-B	597219
62-C	444572
62A	703019
63A	691381
63C	616823
64-B	364903
64A	697126
64C	622652
65A	695330
65B	723686
65C	701916
66-A	501864
66-C	301265
67-A	293161
67-A	295426
67-C	580027
67B	703021
68-A	368295
68-B	408482
68-C	412439
69-B	552397
69A	698003
69C	660815
6A	699146

## Exhibit A

Apt #            TCT#

7-A	214347
7-B	534393
70-A	282492
70C	705159
70C	795414
71-A	406449
71-C	558153
72-A	391939
72A	737330
72C	641642
73-A	521952
73-B	483095
73-C	407448
73B	743581
74-C	512768
74A	753089
74B	686113
75-A	357399
75-B	221019
75-C	439169
75A	686427
76-C	407265

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
76A	625060
76C	762812
77-A	327711
77-B	406459
77-C	329677
77-C	577931
77A	674678
78-A	394984
78-B	398042
78-C	456778
79-A	401324
79-C	399208
79B	655550
7C	636523
8-A	363621
8-A	363677
80-A	324295
80-B	538350
80A	720510
80C	619171
81-B	557977
81A	730654
81C	697535
82-A	574790
82-B	279864
82B	724428
82C	716888
83-C	460533
83A	719278
83B	699203
83C	789517
83C	789518
84-A	523556
84A	740829
84B	673608
84C	731287
85A	724700
85A	786332
85B	617404
85B	738196
86-A	481185
86-B	350575
86-C	408484
87-A	558003
87-B	554419
87-C	439294
88-B	594500
88-C	592561
88A	688174
89-C	348452
89A	678663
89A	786135
89B	755839

## Exhibit A

Apt #            TCT#

89C	775253
8B	687230
9-A	341921
9-B	579312
90-A	356100
90-C	599484
90A	755250
90B	696029
91-A	453213
91-B	550731
91-C	501495
91A	773497
92-B	408486
92-C	407720
92A	718097
92A	725786
92B	743643
92B	766256
92C	744525
93-A	464078
93-C	590433
93B	643710

## Exhibit A

<u>Apt #</u>	<u>TCT#</u>
94-B	386175
94A	738659
94B	745337
94C	755461
95-A	528239
95B	610617
96-B	387340
96A	705567
96A	741741
96A	773978
96B	769839
96C	681392
97-A	348251
97-B	408487
97C	740108
98-C	408488
98A	729172
98B	731392
98C	747075
99-A	311710
99-A	549595
99-B	341414
99-C	582303
99A	737987
99B	740943
9A	618514
9B	751653
9C	702136
A-132	417869
A-134	293644
A134	747143
C-8	417868
VARIOUS	459666

STATE OF HAWAII  
BUREAU OF CONVEYANCES

'03 MAY 28 AM 11 08

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

The original of this document was  
recorded as follows:

DOCUMENT NO. 2935193

DATE MAY 28 2003 TIME 11:00

TCT \_\_\_\_\_

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL ( ) PICKUP (x)

NEELEY & ANDERSON

733 Bishop Street, Suite 2301

Honolulu, Hawaii 96813

Ph: (808) 536-8177

This document contains \_\_\_\_\_ Pages

**AMENDMENT OF THE  
BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION**

WHEREAS, by Declaration of Horizontal Property Regime filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 685716, and noted on the Certificates of Title shown on the attached Exhibit "A", the property described in the Declaration and Condominium Map 217 was submitted to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended (now known as the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes); and

WHEREAS, the Declaration provided for the organization and operation of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION (the "Association") in accordance with the By-Laws which were attached to the Declaration and incorporated into it by reference ("the By-Laws") as the same have been amended from time to time; and

WHEREAS, pursuant to Section 514A-82(b)(2) Hawaii Revised Statutes, owners of at least sixty-five percent (65%) of the common interest of the Association have given their written consent to amend the Association's By-Laws as set forth below;

NOW THEREFORE, the By-Laws are amended as follows:

Article III, Section 1 of the By-Laws is hereby amended to read as follows:

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than seven (7) persons nor more than nine (9) persons, as determined by the apartment owners at each annual meeting, each of whom shall be the owner, co-owner, or spouse of an apartment owner of record, a vendee under an agreement of sale of an apartment, or an officer of any corporate owner of an apartment. The partners of a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. No resident manager shall serve on the Board of Directors.


Article III, Section 3 of the By-Laws is hereby amended to read as follows:

Section 3. Election and Term. Election of directors shall be by secret ballot at each annual meeting and each special meeting called for that purpose. The directors, except as otherwise in these by-laws provided, shall hold office for a period of two years and until their respective successors shall have been elected, subject to removal as herein provided, except that the terms of at least one-third of the directors shall expire annually. Directors shall be elected at each annual meeting to fill the vacancy in the office of director occurring as of the time of such meeting. In case of any increase in the number of directors, the additional directorships so created may be filled by the apartment owners in the same manner as a vacancy in the Board of Directors. In case of any decrease in the number of directors, such decrease shall not have the effect of shortening the term of any incumbent director.

In all other respects, the By-Laws as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the owners and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Makaha Valley Plantation hereby certify that the above amendments were adopted by the written consent of at least sixty-five percent (65%) of the members of the Association.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 14<sup>th</sup> day of May, 2003.

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION

By: 

Print Name: ALBERT J. DELECONIO

Its: PRESIDENT

By: 

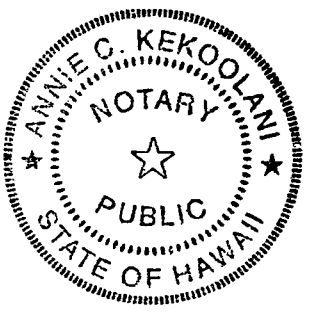
Print Name: HUGH J. CONROY

Its: SECRETARY



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

On this 14<sup>th</sup> day of MAY, 2003, before me personally appeared Albert J. DeLeonico to me personally known, who, being by me duly sworn, did say that he/she is the President of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, an unincorporated association, that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said Albert J. DeLeonico acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION.

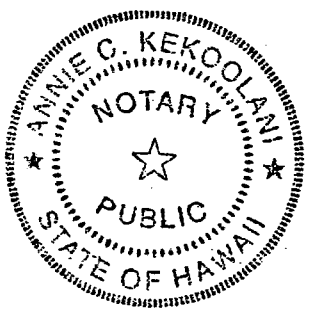


[Signature]

Notary Public signature  
**Annie C. Kekoolani**  
Notary Public print name  
My commission expires: 02-16-06

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

On this 14<sup>th</sup> day of MAY, 2003, before me personally appeared Hugh J. Conroy to me personally known, who, being by me duly sworn, did say that he/she is the SECRETARY of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, an unincorporated association, that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said Hugh J. Conroy acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION.



[Signature]

Notary Public signature  
**Annie C. Kekoolani**  
Notary Public print name  
My commission expires: 02-16-06

DOC NO 685716

OFFICE OF THE ASSISTANT REGISTRAR  
LAND COURT

177 JUN 18 10:24

*Butyl C. Venter*

NOTED ON CERTIFICATE NO. 168854  
IN REGISTRATION BOOK ..... PAGE .....

TRANSFER OF CERTIFICATE OF TITLE ISSUED  
AND TRANSFERRED INTO  
REGISTRATION BOOK ..... PAGE .....

BEING CERTIFICATE NO. .... IN  
OFFICE OF THE ASSISTANT REGISTRAR  
LAND COURT

*ndgpa*

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( ) PICKUP ( )

HOLIDAY PLANTATION

DECLARATION OF HORIZONTAL PROPERTY REGIME

WHEREAS, HOLIDAY PLANTATION, a Hawaii limited partnership, herein called the "Lessor", owns in fee simple certain real property described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said real property was leased to HOLIDAY MART, INC., a Hawaii corporation, herein called the "Lessee", by that certain lease dated September 28, 1973, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 652,593, said lease being herein called the "Master Lease"; and

WHEREAS, the Lessee intends to construct certain improvements on said real property in accordance with plans incorporated herein by reference and filed as aforesaid as Condominium Map No.

NOW, THEREFORE, in order to create a condominium project consisting of said land and improvements (herein called the "project") and to be known as "Holiday Plantation", the Lessor and Lessee hereby submit said property to the horizontal

property regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and in furtherance thereof make the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declare and agree that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations which constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns:

A. DIVISION OF PROPERTY. The project is hereby divided into the following separate freehold estates:

1. Apartments: Each apartment shall be a separate freehold estate and shall be deemed to include the adjacent lanai or lanais, all of the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, the spaces within the perimeter walls, floors and ceilings, and all fixtures originally installed therein. The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements or otherwise as herein provided. The

buildings and apartments of the project are described in Exhibit "B" attached hereto and made a part hereof.

2. Common Elements: One freehold estate is hereby designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, walkways and entrances of said buildings;
- (c) All yards, grounds, landscaping, mailboxes, storage rooms, laundry areas and refuse facilities;
- (d) All parking areas, sidewalks and driveways;
- (e) All ducts, electrical equipment, wiring and other central and appurtenant installations including all utilities with the exception of all telephone and television signal distribution installations and equipment.
- (f) All cabanas, wading pools, swimming pools and equipment;
- (g) The resident manager's office building; and
- (h) All other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the project.

3. Limited Common Elements: Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements, as follows:

One parking space shall be assigned to each of the two bedroom apartments and two parking spaces to each of the three bedroom apartments and townhouses upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such unit.

B. COMMUNICATION UTILITIES. All telephone equipment and wiring shall be installed, maintained by, and remain the sole property of Hawaiian Telephone Company. Apartment owners shall contract with Hawaiian Telephone Company for telephone services on an individual basis. All television and radio signal distribution equipment, including but not limited to coaxial cable, concrete handholes with splitter devices, television cabinettes, wiring, outlets, plug-in cables and isolation transformers, shall be installed, maintained by, and remain the sole property of Atkinson Building, Inc., a Hawaii corporation. Service arrangements regarding said equipment shall be the subject of a contract between the Association of Apartment Owners and Atkinson Building, Inc. All easements granted for maintenance of utility services and common elements shall apply for the maintenance of all telephone equipment and television and radio signal distribution equipment.

C. COMMON INTEREST. The undivided fractional or percentage interest in the common elements appertaining to each apartment and its owner for all purposes, including voting, herein called "common interest", is as shown in Exhibit "B" hereto.

D. EASEMENTS. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services

for, and support of such apartment; in other common elements for use according to their respective purposes, subject always, to the exclusive use of the limited common elements as herein provided; and in all other apartments of the building in which it is located for support. The Board of Directors shall be authorized to give, convey, transfer, cancel, relocate and otherwise deal with utility and other easements located on or affecting the property.

The Association of Apartment Owners of the project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any apartments and 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 required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

E. ENCROACHMENTS. If any portion of the common elements now encroaches upon any apartment or if any apartment now encroaches upon any other apartment or upon any portion of the common elements as a result of the construction of the buildings or if any such encroachments shall occur hereafter as a result of settling or shifting of any building, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building stands in which the apartment is situated. In the event such building, apartment, any adjoining apartment or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of 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 said rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand.

F. ALTERATION AND TRANSFER OF INTEREST. The common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to the Declaration duly recorded and shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

G. USE. All apartments of the project may be used only for residential purposes. No apartment shall be used in connection with the carrying on of any trade or business whatsoever. The owners of the respective apartments shall have the absolute right to lease the same subject to the limitations, restrictions, covenants, and conditions of this Declaration.

H. ASSOCIATION OF APARTMENT OWNERS. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the project in accordance with the by-laws of the Association attached hereto and made a part hereof. The owner of any apartment upon acquiring title thereto shall



automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes, including the exercise of voting rights, as may be provided by an apartment lease filed with the Board of Directors of the Association, herein called "Board", the lessee named in such apartment lease shall be deemed to be the owner of the apartment covered by such apartment lease.

I. ADMINISTRATION OF THE PROJECT. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Declaration and the by-laws of the Association, and specifically but without limitation the Association shall:

1. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the project or any part thereof.

2. Keep all common elements of the project in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the project or the use thereof.

3. Well and substantially repair, maintain, amend and keep all common elements of the project, including without

limitation the buildings, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any street boundary of the project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the common elements of the project herein required to be repaired by the Association, of which notice shall be given by any owner or his agent, within 30 days after the giving of such notice.

4. Before commencing or permitting construction of any improvement on the project, obtain and deposit with the Lessor a bond or certificate thereof naming as obligees the Lessor and collectively all apartment owners as their interests may appear, in a penal sum not less than 100% of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens.

5. Observe any setback lines affecting the project and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the project and the setback line along such boundary.

6. Not erect or place on the project any building or structure including fences and walls, nor make any additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any

signs, posters or bills whatsoever except in accordance with plans and specifications therefor including detailed plot plan, prepared by a licensed architect if so required by the Lessor, first approved in writing by the Lessor and the Board, and also approved by a majority of apartment owners (or such larger percentage required by law or this Declaration) including all owners of apartments directly affected thereby, and complete any such improvements diligently after the commencement thereof.

7. Not make or suffer any strip or waste or unlawful, improper or offensive use of the project.

J. MANAGING AGENT. Operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the by-laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. The initial Managing Agent shall be DILLINGHAM LAND CORPORATION, a Hawaii corporation, whose principal place of business and post office address is 1441 Kapiolani Boulevard, Honolulu, City and County of Honolulu, State of Hawaii.

K. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation the operation thereof, any maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, any labor, services, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon, and any

premiums for hazard and liability insurance therein required with respect to the project shall constitute common expenses of the project for which all apartment owners shall be severally liable in proportion to their respective common interests. The Board shall from time to time assess the common expenses against all the apartments in their respective proportionate shares.

L. WAIVER OF USE OF COMMON ELEMENTS. No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his apartment.

M. COMPLIANCE WITH DECLARATION, BY-LAWS AND DECISIONS. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the project or any part thereof, shall be bound by and comply strictly with the provisions of this Declaration, and the by-laws, house rules and all agreements, decisions and determinations of the Association, as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or Board on behalf of the Association or, in a proper case, by an aggrieved apartment owner.

N. UNPAID COMMON EXPENSES CONSTITUTE LIEN. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment prior to all other liens except only (1) liens for taxes and assessments lawfully imposed by governmental authorities against such apartment, and (2) all

sums secured by mortgages of record. Such lien may be foreclosed by suit by the Association or Managing Agent, acting on its behalf, in like manner as a mortgage of real property, provided that thirty (30) days prior written notice of the intention to foreclose shall be mailed, postage prepaid, to the Lessor and all other persons having an interest in such apartment as shown in the Association's record of ownership. The Managing Agent, acting on behalf of the Association pursuant to the directions of the Board, shall have the power to bid in such apartment at foreclosure sale and to acquire, hold, lease, mortgage and convey such apartment. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

O. ACQUISITION BY FORECLOSURE. Where the mortgagee of a mortgage of record or other purchaser of any apartment obtains title to such unit as a result of foreclosure of the mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, his successors and assigns.

P. INSURANCE. The Board on behalf of the Association at its common expense shall at all times keep all buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii, and in time of war against war damage to the extent

such governmental insurance is obtainable at reasonable cost, an amount as near as practicable to the full insurable value thereof without deduction for depreciation, in the name of the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests, and payable in case of loss to such bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and will from time to time upon receipt thereof deposit promptly with the Lessor true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. In every case of loss or damage to said buildings all proceeds of such insurance (excluding the proceeds of any rental value or use and occupancy insurance of the apartment owners) shall be used with all reasonable speed by the Association for rebuilding, repairing or otherwise reinstating the same in a good and substantial manner according to the original plan and elevation thereof or such modified plan conforming to laws and regulations then in effect as shall be first approved as provided herein, and the Association at its common expense will make up any deficiency in the insurance proceeds. Every such policy of insurance shall:

1. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any apartment owner;

2. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge or control of, or because of any breach of warranty or condition or any other act or neglect by, the Board, Lessor, Lessee or any apartment owner or any other person under any of them;

3. Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least ten (10) days' prior written notice thereof to the Board, Lessor, all apartment owners and every other person in interest who shall have requested such notice of the insurer;

4. Contain a waiver by the insurer of any right of subrogation to any right of the Board, Lessor, Lessee or apartment owners against any of them or any other persons under them;

5. Contain a standard mortgagee clause which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the project, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, Lessor, Lessee or apartment owners or any persons under any of them;

(c) Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, any contribution clause; and

(d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

The Board, on behalf of the Association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all apartment owners with respect to the project, and including the exteriors of the buildings and grounds and all roadways or sidewalks on or adjacent to the project, and naming the Lessor and Lessee as additional assureds, in a responsible insurance company with minimum limits of not less than \$300,000 for injury to one person and \$500,000 for injury to more than one person in any one accident or occurrence and also insurance in a sum not less than \$50,000 against claims for property damage, and will from time to time upon receipt thereof deposit promptly with the Lessor and Lessee current certificates of such insurance, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

Q. CONDEMNATION. In case at any time or times the project or any part thereof shall be taken, appropriated or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of any land shall be payable to and be the sole property of the Lessor, and all compensation and damages for or on account of any improvements of the project shall be payable as provided in the apartment leases, and shall be paid to such bank or trust company authorized to do business in Hawaii as the Board shall



designate as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and, unless such restoration or replacement is impractical in the circumstances, shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided, and unless such restoration or replacement is undertaken within a reasonable time after such condemnation, the Association at its common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade.

R. UNINSURED CASUALTY. In case at any time or times the residential buildings of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, such buildings shall be rebuilt, repaired or restored if a majority of the apartment owners affirmatively vote for such rebuilding, repairing or restoration. Any such approved restoration of the buildings shall be completed diligently by the Association at its common expense and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevation thereof, or such other plan first approved as provided herein. Unless such restoration is undertaken within a reasonable time after such casualty, the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

S. ALTERATION OF PROJECT. Restoration or replacement of the project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said condominium map of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Lessor and Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record such amendment together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer.

T. MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the apartment owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements, and other expenses of administration of the project, which shall be deemed exclusively to be a common expense of the project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or reduced at the discretion of the Board. The proportionate interest of each apartment owner in said Fund

cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the horizontal property regime hereby created shall be terminated or waived, said Fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

U. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Horizontal Property Act, this Declaration may be amended by affirmative vote of seventy-five per cent (75%) of the apartment owners, consented to by the Lessor in writing, effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association, together with the written consent of the Lessor; provided, however, that in the event any amendment of the Declaration involves only a change in the identity of the apartment for whose exclusive use a parking stall or stalls are set aside, then such amendment must be approved by only the owners of the apartments involved and consented to by the Lessor; provided, further, that the Lessee shall have the right to amend this Declaration, without the consent or joinder of the Lessor or persons then owning or leasing the apartments described herein, by filing an amendment to this Declaration pursuant to the provisions of Section 514-13, Hawaii Revised Statutes, after completion of the buildings described herein, by attaching to such amendment a verified statement of a registered architect

or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built.

V. DEFINITIONS. The term "majority" or "majority of apartment owners" herein means the owners of apartment to which are appurtenant more than fifty per cent (50%) of the common interests, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests. All terms used herein and in the by-laws which are identical to terms used in the Horizontal Property Act shall, except where clearly repugnant to the context, have the same meanings as are attributed to them in said Act. "Proportionate share" as used herein means the percentage or fraction equal to the percentage of common interest appurtenant to each apartment.

W. INVALIDITY. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

X. WAIVER. No provision contained in this Declaration 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 which may occur.

Y. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way

define or limit the scope of this Declaration or the intent of any provision hereof.

Z. CONSENT. Wherever the consent or approval of the Lessor is required hereunder, the Lessor shall not unreasonably or capriciously withhold the same and no money consideration shall be required therefor, except for the reasonable costs incurred in the preparation and processing of such consent.

IN WITNESS WHEREOF, the Lessor and Lessee have executed these presents this 14<sup>th</sup> day of JUNE, 1974.

HOLIDAY PLANTATION, a Hawaii  
limited partnership

EDWIN YEE, LTD., its General Partner

By Secunda L. Parker  
Its SECRETARY

MAKAHA VALLEY, INCORPORATED, its  
Limited Partner

By [Signature]  
Its VICE-PRESIDENT

"LESSOR"

HOLIDAY MART, INC.

By Secunda L. Parker  
Its SECRETARY

"LESSEE"









All of that certain parcel of land situate at Makaha, Waianae, District of Waianae, City and County of Honolulu, State of Hawaii, described as follows:

LOT 1009, area 41.600 acres, as shown on Map 77 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1052 (amended) of Waianae Company;

TOGETHER with a right of way over Lot 975 and Easement 62 over and across Lots 1000 and 999, as shown on Map 58, and Lot 1005, as shown on Map 75, as set forth by Land Court Order No. 29882, filed April 18, 1969;

BEING the land described in Transfer Certificate of Title No. *168 854*

SUBJECT, HOWEVER, to the following encumbrance:

Grant and Covenant Document No. 116618 dated February 6, 1950, in favor of City and County of Honolulu granting all rights in basal water only.

OFFICE OF THE  
ASSISTANT REGISTRAR, LAND COURT  
STATE OF HAWAII  
(BUREAU OF CONVEYANCES)

THE ORIGINAL OF THIS DOCUMENT WAS  
RECORDED AS FOLLOWS:

DOCUM  
DATE: Doc 3954320  
CTN AS LISTED HEREIN  
APR 09, 2010 02:00 PM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO: BY: MAIL  PICKUP

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

Total pages: 16

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Tax Map Key: (1) 8-4-2-49

Condominium File Plan No. 217

**AMENDMENT TO THE MAKAHA VALLEY PLANTATION  
DECLARATION OF HORIZONTAL PROPERTY REGIME**

This AMENDMENT TO THE MAKAHA VALLEY PLANTATION DECLARATION OF HORIZONTAL PROPERTY REGIME ("Amendment") is made by the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, whose address is % Hawaiiiana Management Company, Ltd., 711 Kapiolani Boulevard Suite 700, Honolulu, Hawai'i 96813 ("Association"),

**WITNESSETH THAT:**

WHEREAS, MAKAHA VALLEY PLANTATION (formerly known as HOLIDAY PLANTATION), a Hawai'i limited partnership, ("Lessor"), owned in fee simple certain real property and leased it to HOLIDAY MART, INC., a Hawai'i corporation, ("Lessee"), by that certain lease dated September 28, 1973, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document Number 652593; and

WHEREAS, in order to create a condominium project consisting of the land and improvements to be known as "Makaha Valley Plantation", the Lessor and Lessee, by that Declaration of Horizontal Property Regime dated June 13, 1974, filed in the office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No.

685716 and noted on Transfer Certificate of Title No. 202291 and the Transfer Certificates of Title Nos. shown on the attached Exhibit "1" ("Declaration") submitted the property to the Horizontal Property Regime (now known as a Condominium Property Regime) established by the Condominium Property Act, Chapter 514A (which has been recodified as Chapter 514B), Hawai'i Revised Statutes, as amended; and

WHEREAS, the Declaration and the By-Laws attached to it ("By-Laws") provided for the organization of the Association of Apartment Owners ("Association") and imposed divisions, limitations, restrictions, covenants and conditions on the property, which constitute covenants running with the land that were binding on and for the benefit of the parties to the Declaration and By-Laws, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns; and

WHEREAS, the Declaration and By-Laws of the Association of Apartment Owners of Makaha Valley Plantation were amended by "Holiday Plantation Amendment to Declaration and By-Laws" recorded on February 15, 1977, in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document Nos. 805045 and 805046; by "Second Amendment to Declaration of Horizontal Property Regime and By-Laws of Holiday Plantation" dated December 5, 1978, recorded in said Office as Land Court Document No. 914408; by "First Amendment of the By-Laws of the AOA Makaha Valley Plantation" recorded on March 24, 2000, in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 2614898; by "Amendment of the By-Laws of the Association of Apartment Owners of Makaha Valley Plantation" recorded on May 28, 2003, in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 2935193; by "Amendment of the By-Laws of the Association of Apartment Owners of Makaha Valley Plantation" recorded on March 21, 2006, in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document No. 3406833; and

WHEREAS, the Association was incorporated on August 1, 2005 under Chapter 414D, Hawai'i Revised Statutes, as the Association of Apartment Owners of Makaha Valley Plantation; and

WHEREAS, Section 514B-23, Hawai'i Revised Statutes ("HRS"), empowers the Association to amend the Declaration, with the vote or written consent of a majority of the owners, to achieve any results permitted by HRS Chapter 514B; and

WHEREAS, a majority of the Association's owners have given their written consent in favor of "opting-in" to the provisions of HRS Chapter 514B by amending the Declaration;

NOW THEREFORE, the Declaration, as amended, is hereby amended to "opt-in" to HRS Chapter 514B, as stated below. To the extent that there is any conflict between the provisions of the Declaration and HRS Chapter 514B, the provisions of the Declaration shall be subordinate to HRS Chapter 514B, including all approval requirements in HRS Chapter 514B.

#### **AMENDMENT**

A new Section AA. is added to the Declaration, to generally amend the Project documents to achieve any results permitted by HRS Chapter 514B, and to read as follows:

AA. GOVERNING LAW. Notwithstanding anything to the contrary in the Project governing documents, including but not limited to the Declaration, Bylaws, House Rules, and Condominium Map:

1. This Project shall be governed by the provisions of Hawai'i Revised Statutes, Chapter 514B, as amended;

2. Any apartment deed, and the Project's Declaration, Bylaws, House Rules, and Condominium Map shall be liberally construed to facilitate the operation of the Project under the law;

3. Amendments to the Declaration and Bylaws, including but not limited to amendments relating to the alteration of the Project, shall require approval of 67% of the owners;

4. Approval requirements for alterations to the common elements shall be reduced to 67%;

5. Punitive damages may not be awarded except as provided in Hawai'i Revised Statutes, Section 514B-10; and

6. Approval requirements for leases or uses of the common elements shall be governed by Hawai'i Revised Statutes, Section 514B-38.

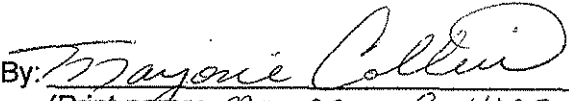
In all other respects, the Declaration, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Makaha Valley Plantation hereby certify that the above amendment was made by the written consent of more than a majority of the members of the Association.

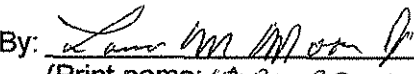
Each of the undersigned officers of the Association warrants and represents that he or she is legally authorized to sign this Amendment on behalf of the Association. The officers of the Association agree that this Amendment may be executed in counterparts, each of which shall be deemed an original, and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

*(The remaining portion of this page is intentionally left blank.)*

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 30th day of March, 2010.

ASSOCIATION OF APARTMENT OWNERS OF  
MAKAHA VALLEY PLANTATION

By:   
(Print name: Marjorie Collier)  
Its: President

By:   
(Print name: LAWRENCE M. MOORE JR)  
Its: Secretary

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

On this 30th day of March, 2010, in the First Circuit of the State of Hawai'i, before me personally appeared Marjorie Collier, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the President of the Association of Apartment Owners of Makaha Valley Plantation, a Hawai'i Nonprofit Corporation, that said person executed the foregoing instrument identified or described as "Amendment to Makaha Valley Plantation Declaration of Horizontal Property Regime", as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated March 30, 2010 and contained 16 pages at the time of this acknowledgment/certification.

LS

Shirley E. Hernandez  
Print Name: Shirley E. Hernandez  
Notary Public, State of Hawai'i

My Commission Expires: 05-13-2012

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

On this 30th day of March, 2010, in the First Circuit of the State of Hawai'i, before me personally appeared Lawrence M. Moore, Jr., personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the Secretary of the Association of Apartment Owners of Makaha Valley Plantation, a Hawai'i Nonprofit Corporation, that said person executed the foregoing instrument identified or described as "Amendment to Makaha Valley Plantation Declaration of Horizontal Property Regime", as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated March 30, 2010 and contained 16 pages at the time of this acknowledgment/certification.

LS

Shirley E. Hernandez  
Print Name: Shirley E. Hernandez  
Notary Public, State of Hawai'i

My Commission Expires: 05-13-2012

**MAKAHA VALLEY PLANTATION**Apt #      TCT#

130-A	745008
34B/55B/77B	754021
1-B	331405
10-A	552202
10-C	589839
100A	873588
100B	870000
100C	742878
101-A	220709
101B	728013
101C	798498
101C	895264
101C	927373
102-B	288958
102-B	316141
102-C	445782
102A	825851
103-A	556322
103B	822975
103C	607110
104-A	493682
104-B	317347
104-B	574280
104C	763303
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105-C	328647
105-C	333856
105B	710729
105C	747073
106A	695600
106B	770007
106C	730789
107-A	363534
107-B	326511
107C	635786
108-B	570750
108-C	432899
108A	827151
109-B	313277
109A	748450
109B	884613

**MAKAHA VALLEY PLANTATION**Apt #      TCT#

109C	727145
10B	718552
11-A	393383
11-B	336691
11-C &C	374224
110-A	604171
110B	817983
110C	669721
111A	696316
111B	856979
111C	856980
112A	816859
112B	785538
112C	744344
113-B	219237
113A	766254
113C	886414
113C	921303
114-B	497529
114A	843457
114C	765319
115-B	411493
115A	650837
115C	790746
116A	741303
116B	800149
116C	710493
117-A	424046
117B	686529
118-B	406462
118A	722241
119-A	329530
119B	638910
119C	794689
11A	928143
11B	626222
11C	965690
120-C	212699
120A	731943
120B	804265
121-A	567886



**MAKAHA VALLEY PLANTATION**

<u>Apt #</u>	<u>TCT#</u>
121-B	740561
121-C	820566
122-A	510886
122B	655800
122C	631621
123-B	302986
123-C	508098
123A	760558
124-A	424562
124-B	280588
125A	706883
125B	751238
125C	851002
126-B	321099
126C	760375
127A	800640
127B	838182
127C	730779
127C	967161
128A	758942
128B	749444
128C	711944
129B	865593
129C	832726
12A	770287
12B	880860
12C	716784
13-C	219350
130A	747641
130A	909584
130B	797232
130B	905729
130C	754894
131-B	552787
131A	814295
131C	704192
132-B	908923
132B	727556
132C	772769
133-A	582370
133A	893638

**MAKAHA VALLEY PLANTATION**

<u>Apt #</u>	<u>TCT#</u>
133B	610106
133B	893640
134B	858998
135A	851673
135B	806571
135C	753787
135C	909583
136-A	337167
136-B	499615
136-C	283054
137-B	217312
137A	727362
137A	909582
137B	922146
137C	861730
137C	892823
138-C	569169
138A	738932
138B	613131
139-A	582977
139-C	851630
139B	788997
139B	905851
13A	802190
13B	779044
14-A	511293
14-C	432337
140-A	346946
140-C	359919
140B	668003
141-A	329333
141-A	385212
141B	875595
141C	721069
141C	961315
142A	844625
142B	729205
142C	644352
143A	800498
143B	769625
143C	718735

**MAKAHA VALLEY PLANTATION**

<u>Apt #</u>	<u>TCT#</u>
144-C	538822
144A	610741
144B	824936
145-B	908726
145A	767491
145B	622957
145C	721141
146A	693602
146B	839506
146C	632980
147-A	438794
147-C	475161
147B	848486
148A	870986
148B	618326
148C	883630
149-B	320772
149A	761588
149C	630058
14B	847850
14B	961565
15-A	493449
150-A	301757
150B	884252
150C	705955
151-A	297258
151-A	344896
151B	757581
151C	867458
152-C	473123
152A	808653
152B	629549
153-B	407761
153-C	434170
153A	796262
153B	672734
154A	761648
154B	804929
154C	618015
155-C	845826
155A	736194

**MAKAHA VALLEY PLANTATION**

<u>Apt #</u>	<u>TCT#</u>
155B	703011
155C	913493
156-A	356125
156-B	334378
156A	905254
156A	919176
157-B	460728
157-C	214851
157A	849864
158B	720654
158C	762822
159-A	501186
159-B	420997
159B	905255
159B	919175
159C	865732
159C	892122
15B	680772
15C	680012
16-C	410695
160-C	506714
160A	780407
160B	732149
161-A	863383
161-C	412440
161B	816459
162A	799646
162A	927099
162B	751768
162C	748121
163-C	215731
163A	852679
163B	705536
164-B	476650
164-B	549255
164A	831363
164C	703703
165-B	213883
165A	681867
165C	633299
166-C	408448

**MAKAHA VALLEY PLANTATION****Apt #            TCT#**

166-C	566980
166A	792060
166B	808859
167-A	570116
167-B	346557
167A	917752
167C	725706
168A	743481
168B	806253
168C	698174
169A	736762
169B	820055
169C	741989
16A	879947
16B	751014
170-B	523220
170A	807999
170B	969108
170C	743378
171A	772937
171B	887418
172-A	325616
172B	610290
173-A	541242
173-B	406464
173C	746560
174A	879044
174B	751015
174C	698041
174C	963832
175-A	550732
175-B	375961
175-B	375963
175B	826781
175B	899741
175C	874352
176-A	299095
176-B	328162
176C	802492
177A	811712
177A	965511

**MAKAHA VALLEY PLANTATION****Apt #            TCT#**

177B	816880
177C	827297
178-A	573630
178-B	366296
178-C	354249
179A	739045
179B	887089
179C	742876
17B	728359
17C	751657
17C	894716
18-A	542737
18-D	920858
180A	819952
180B	673315
180C	690043
181-A	560040
181B	666293
182-A	583043
182B	755404
183-A	426341
183-B	291611
183-C	476490
183B	691171
184-B	555940
184A	691190
184C	859932
185-A	364463
185-C	547995
185B	769919
186-B	603790
186A	671377
186C	874138
187A	806095
187B	743457
187C	843615
188-A	510625
188-C	560777
188B	857947
189-A	938346
189-C	351726

**MAKAHA VALLEY PLANTATION****Apt #            TCT#**

189A	621656
189B	885929
18B	841238
18C	783304
19-A	587857
19-C	943979
190-A	214943
190-C	497281
190A	790566
190A	924600
190B	745915
190B	913921
191-B	466167
191-C	597054
191A	852652
192-A	551435
192-B	555573
192C	801346
192C	963020
193-B	351766
193-B	491616
193-C	210231
193-C	467593
193A	771083
194-B	354981
194-C	512324
194A	811912
194B	927995
195-A	502295
195-C	530668
195B	814145
196-C	543826
196A	624024
196B	780015
19A	912028
19B	629392
19C	626281
1A	693090
1A	931197
2-B	416833
20-B	352298

**MAKAHA VALLEY PLANTATION****Apt #            TCT#**

20-C	312358
20A	703020
21-A	339054
21-B	573290
21-C	385858
217 17A	695498
21B	922552
21C	905256
22-A	214354
22-B	215148
22C	694667
22C	960552
23-A	258948
23-B	363922
23C	809036
24-A	397156
24B	714953
24C	780443
25A	709392
25B	796469
25C	645642
26-A	670235
26-C	604419
26B	723376
27-A	563800
27B	710885
27C	855634
28-A	397705
28-B	558256
28-C	548540
28B	639382
29	781701
2A	792934
30	348353
31-B	350952
31-B &C	338789
31-C	318607
31A	807219
31B	764766
32B	695507
32C	655392

**MAKAHA VALLEY PLANTATION****Apt #            TCT#**

33-C	597845
33B	677098
34A	823788
34C	755914
35A	660342
35B	847556
35C	777989
36-B	406456
36-C	218636
36A	758721
37-B	406443
37A	796012
37A	928146
37C	675828
38-C	340463
38A	839691
38B	782667
39-A	829944
39-B	322346
39-B	462256
39-C	589223
3A	689694
3B	808092
3C	739278
4-B	485025
4-C	298333
40-B	838463
40A	737104
40C	809288
41-B	551331
41-C	556360
41A	737458
42-C	408480
42A	857617
42B	843918
43-B	472316
43-C	330475
43A	813678
43C	673552
44A	748990
44B	751148

**MAKAHA VALLEY PLANTATION****Apt #            TCT#**

44C	689160
45B	808748
45C	696465
46A	791965
46B	799254
46C	816419
46C	968853
47-B	731432
47A	624253
47C	796256
47C	905227
48-C	598467
48A	614249
48B	812398
49-B	573459
49-C	853561
49B	719881
4A	794950
5-A	534164
50B	806963
50C	688610
51-A	443629
51-B	552020
51-C	552021
52-A	553064
52-C	488365
52B	740053
53-A	469439
53B	872034
53C	777842
54-A	583648
54B	750004
54C	731511
55A	698858
55C	620876
56-A	542626
56-B	389906
56-C	323331
57-A	496844
57B	819231
57C	803078

**MAKAHA VALLEY PLANTATION**

**Apt #                      TCT#**

57C	961635
58-C	725841
58A	880688
58B	868020
59-C	581148
59A	832436
59B	739279
5B	655848
6-B	214208
60-A	504900
60-C	328658
60B	708775
60C	932999
61-A	447962
61-B	519622
61C	695198
62-A	335390
62-B	597219
62-C	837744
62A	703019
63A	691381
63B	812100
63C	616823
64-B	364903
64A	697126
64C	622652
65A	695330
65A	895152
65B	808675
65C	701916
65C	915050
66-A	501864
66-C	301265
66B	787216
67-A	293161
67-A	295426
67-C	580027
67B	703021
68-B	408482
68-C	412439
68A	814084

**MAKAHA VALLEY PLANTATION**

**Apt #                      TCT#**

69A	698003
69B	802533
69C	814284
6A	699146
7-A	214347
70-A	282492
70-B	854911
70C	795414
71-A	406449
71-C	558153
72-B	644436
72A	737330
72C	641642
73-A	521952
73B	852834
73C	879348
74-C	512768
74A	753089
74B	686113
75-A	357399
75-B	221019
75-C	836905
75A	797523
76-B	904285
76A	625060
76C	762812
76C	896223
77-A	327711
77-C	329677
77-C	577931
77A	674678
78-A	853355
78-B	398042
78-C	456778
79-A	401324
79B	655550
79C	859112
7B	839668
7C	636523
8-A	771997
80-A	324295

**MAKAHA VALLEY PLANTATION**

**Apt #                      TCT#**

80-B	538350
80A	881372
80C	619171
81A	730654
81B	853898
81C	697535
82-A	574790
82-B	279864
82A	902649
82A	923430
82B	724428
82C	716888
83A	850844
83B	699203
83C	789518
84-A	959187
84A	740829
84B	673608
84C	731287
85A	786332
85B	830293
85C	743732
86-B	350575
86-C	408484
86A	849861
87-A	558003
87-B	554419
87C	799796
88-B	594500
88-C	592561
88A	820838
89A	786135
89B	755839
89C	775253
8B	687230
9-A	341921
90-C	599484
90A	799542
90B	696029
90C	924466
90C	924467



**MAKAHA VALLEY PLANTATION**

**Apt #                      TCT#**

91-B	550731
91-C	501495
91A	773497
92A	725786
92B	766256
92C	859758
93-A	464078
93-C	590433
93A	895972
93B	643710
94A	738659
94B	745337
94C	755461
95-A	528239
95B	610617
95C	785839
96A	773978
96B	817531
96C	681392
97-A	348251
97-B	408487
97C	740108
98	909983
98A	729172
98B	830785
98C	747075
99-A	311710
99-C	582303
99A	737987
99B	740943
99B	920567
9A	618514
9B	751653
9B	933161
9C	702136
A-132	417869
A134	747143
A134	968049
C-8	417868
VARIOUS	459666

Goodwill Anderson + Quinn  
Ph. 531-5066 (PEJ)

DOC NO. 914408

STATE OF HAWAII  
LAND COURT

78 DEC 20 P 3: 29

*Handwritten signature*  
ASSETS OF THE STATE OF HAWAII  
NOTED TO BE ASSETS OF THE STATE OF HAWAII  
FROM THE LAND COURT

202291

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL ( ) PICKUP ( )

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

SECOND AMENDMENT TO DECLARATION OF HORIZONTAL  
PROPERTY REGIME AND BY-LAWS OF HOLIDAY PLANTATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Declaration dated June 13, 1974, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 685716 and now noted on Transfer Certificate of Title No. 202291, HOLIDAY PLANTATION, a Hawaii limited partnership, and HOLIDAY MART, INC., a Hawaii corporation, did submit certain property, described in said Declaration, to a Horizontal Property Regime under the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and contemporaneously therewith filed in said Office of the Assistant Registrar the plans of said project which have been designated as Condominium Map No. 217, said Declaration and the by-laws attached thereto having been amended by instrument filed in said Office of the Assistant Registrar as Document No. 805045; and

WHEREAS, by Assignment of Lease dated July 13, 1978 and filed in said Office of the Assistant Registrar as Document No. 886530, Holiday Makaha, a Hawaii registered partnership, did sell, assign, transfer, set over and deliver unto Hawaii National Bank, Honolulu, a national banking association, Fidelity Savings and Loan Association, a California savings and loan association, and Brentwood

Savings and Loan Association, a California savings and loan association, all of its right, title and interest in and to that certain Indenture of Lease dated September 28, 1973, filed in the said Office of the Assistant Registrar as Document No. 652593, as amended by instruments dated December 31, 1973, July 9, 1974, and March 31, 1977 filed as aforesaid as Document Nos. 667332, 699165 and 811792, respectively; and

WHEREAS, Holiday Plantation, a Hawaii registered limited partnership, by instrument dated July 13, 1978 and filed in said Office of the Assistant Registrar as Document No. 886533 did grant, bargain sell and convey unto said Hawaii National Bank, Honolulu, Fidelity Savings and Loan Association and Brentwood Savings and Loan Association all of its right, title and interest in and to the property covered by said Declaration of Horizontal Property Regime; and

WHEREAS, the amendments to the Declaration, by-laws and House Rules set forth below have been approved by the owners of more than seventy-five per cent (75%) of the apartments and interests in the common elements;

NOW, THEREFORE, pursuant to the provisions of said Declaration and by-laws of Holiday Plantation, said Declaration, by-laws and House Rules, as heretofore amended, are hereby further amended as follows:

1. The title of the Declaration of Horizontal Property Regime is amended by deleting the words "Holiday Plantation" and by inserting in lieu thereof the words "Makaha Valley Plantation" so that the title shall read as follows:

"MAKAHA VALLEY PLANTATION  
DECLARATION OF HORIZONTAL PROPERTY REGIME"

2. The fourth paragraph on page 1 of the Declaration, as amended, is amended by deleting therefrom the words "Holiday Plantation" and inserting in lieu thereof the words "Makaha Valley Plantation" so that said fourth paragraph on page 1 of the Declaration, as amended, shall read as follows:

"NOW, THEREFORE, in order to create a condominium project consisting of the land and improvements (herein called the "project") and to be known as "Makaha Valley Plantation", the Lessor and Lessee hereby submit said property to the horizontal property regime established by the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended, and in furtherance thereof make the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declare and agree that said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations which constitute covenants running with the land and shall be binding on and for the benefit of the parties hereto, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns:"

3. Paragraphs A.2. and A.3. of the Declaration, as amended, are hereby amended to read as follows:

"2. Common Elements: One freehold estate is hereby designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, walkways and entrances of said buildings;
- (c) All yards, grounds, landscaping, laundry areas and refuse facilities;
- (d) All parking areas, sidewalks and driveways;
- (e) All ducts, electrical equipment, wiring, and other central and appurtenant installations including all utilities with the exception of all telephone and television signal distribution installations and equipment;
- (f) All cabanas, wading pools, swimming pools, and equipment; saunas; all tennis courts, picnic areas, volleyball/basketball courts, sand lots, horseshoe, shuffleboard and putting areas and equipment;
- (g) The resident manager's apartment; and
- (h) All other elements and facilities rationally in common use or necessary to the existence, upkeep and safety of the project.

3. Limited Common Elements: Certain parts of the common elements, herein called the "limited common elements," are hereby designated and set aside for the exclusive use of certain apartments, and such apartments

shall have appurtenant thereto easements for the use of such common elements as follows:

One mailbox shall be assigned to each apartment upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such unit.

One parking space shall be assigned to each of the two bedroom apartments and two parking spaces to each of the three bedroom apartments and townhouses upon the original conveyance thereof and shall be appurtenant to and for the exclusive use of such unit."

4. Paragraph B of the Declaration, as amended, is hereby amended to read as follows:

"E. COMMUNICATION UTILITIES. All telephone equipment and wiring shall be installed, maintained by, and remain the sole property of Hawaiian Telephone Company. Apartment owners shall contract with Hawaiian Telephone Company for telephone services on an individual basis. All television and radio signal distribution equipment, including but not limited to coaxial cable, concrete handholes with splitter devices, television cabinettes, wiring, outlets, plug-in cables and isolation transformers, shall be installed, maintained by, and remain the sole property of Cablevision Incorporated, a Hawaii corporation. Service arrangements regarding said equipment shall be the subject

of a contract between the Association and Cablevision Incorporated. All easements granted for maintenance of utility services and common elements shall apply for the maintenance of all telephone equipment and television and radio signal distribution equipment."

5. Paragraph P of the Declaration, as amended, is hereby amended by adding a paragraph at the end of said Paragraph P as follows:

"If the project is located in an identified flood hazard area as designated by the federal Department of Housing and Urban Development, the Board, on behalf of the Association, shall also effect and maintain at all times flood insurance under the provisions of the federal Flood Disaster Protection Act of 1973 with the same coverage and terms as required for fire insurance under this Paragraph, but only to the extent required by law or otherwise deemed advisable by the Board. 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 properties of comparable character and use in the State of Hawaii. The Board shall review not less frequently than annually the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to each apartment owner and to the holder of any mortgage on any apartment who shall have requested a copy of such report."



6. The title and Section 1 of Article I of the by-laws, as amended, are hereby amended by deleting the words "Holiday Plantation" and by inserting in lieu thereof the words "Makaha Valley Plantation", so that the title and Section 1 of Article I of the by-laws shall read as follows:

"BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS  
OF  
MAKAHA VALLEY PLANTATION CONDOMINIUM

ARTICLE I  
CONDOMINIUM OWNERSHIP

Section 1. Creation. The project known as "MAKAHA VALLEY PLANTATION" has been submitted and is subject to the horizontal property regime established by the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, by Declaration of Horizontal Property Regime (herein called the "Declaration") intended to be recorded contemporaneously with these By-Laws."

7. Section 4 of Article II of the by-laws, as amended, is hereby amended to read as follows:

"Section 4. Annual Meetings. The first meeting of the Association shall be held not later than one hundred eighty days after recordation of the first apartment conveyance; provided 40% or more of the project has been sold and recorded. If 40% of the

project is not sold and recorded at the end of one year, an annual meeting shall be held provided 10% of the apartment owners so request. Thereafter, the annual meetings of the Association shall be held within three months after the end of each accounting year of the project. At such meetings the apartment owners shall elect by ballot a Board of Directors in accordance with the provisions of Section 3 of Article III of these by-laws and may also transact such other business of the Association as may properly come before them."

8. Section 6 of Article II of the by-laws, as amended, is hereby amended to read as follows:

"Section 6. Notice of Meetings. The Secretary shall at least fourteen days before the date set for each annual meeting give written or printed notice thereof to every apartment owner according to the Association's record of ownership stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting, the purpose therefor, and the items on the agenda for such meeting, and a standard proxy form, if any, authorized by the Association, in any of the following ways: (a) by leaving the same with him personally, (b) by leaving the same at his residence or usual place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the record of ownership of the Association. If notice is given pursuant to the provisions of this section,

the failure of any apartment owner to receive actual notice of such meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice as to such apartment owner unless such apartment owner shall at the opening thereof object to the holding of such meeting for noncompliance with the provisions of this Section."

9. Section 9 of Article II of the by-laws, as amended, is hereby amended to read as follows:

"Section 9. Proxies and Pledges. Votes may be cast in person or by proxy by the respective apartment owners as shown by the record of ownership of the Association. The authority given by any apartment owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner, provided, however, that a proxy form which accompanies a notice of meeting shall be valid for the meeting to which the notice pertains and its adjournment only; and may designate any person as proxy and may be limited as the apartment owner desires and indicates. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or

interest therein, a true copy of which is filed with the Board of Directors through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner."

10. Section 11 of Article II of the by-laws, as amended, is hereby amended to read as follows:

"Section 11. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

All meetings of the Association shall be conducted in accordance with Robert's Rules of Order or other accepted rules for the conduct of meetings. The minutes of all meetings of the Association shall be available for examination by the apartment owners at convenient hours at a place designated by the Board."

11. Section 1 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, each of whom shall be the owner, co-owner, or spouse of an owner of record, a vendee under an agreement of sale of an apartment, or an officer of any corporate owner of an apartment. The partners of a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. No resident manager shall serve on the Board of Directors."

12. Section 2 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"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 therefor as are not by law, the Declaration or these by-laws, directed to be exercised and done only by the apartment owners. Compensation, if any, of the directors shall be determined by the Association at a meeting of the membership and not by the Board. The Board of Directors, for the benefit of the apartment owners, shall have the following powers and duties:

(a) To exercise all of the powers of the Association with respect to the operation and regulation of the project which are conferred upon the Board by the Horizontal Property Act or which may be conferred upon the Board by these by-laws pursuant to the Horizontal Property Act.

(b) To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board.

(c) To provide or cause to be provided all goods and services required by the by-laws or by law, or which the Board, in its discretion, deems necessary for the proper operation of the project, or which are used in common or jointly by the common elements and apartments, in each case to the extent such goods and services shall not be otherwise provided.

(d) To establish and collect monthly assessments against the apartment owners for common expenses.

(e) To render or cause to be rendered statements, when required by law, of any assessments which remain unpaid by any apartment owner.

(f) To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these by-laws.

(g) To determine who shall be authorized to make and sign all instruments on behalf of the Association.

(h) To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements.

(i) To procure such fidelity bonds as the Board deems advisable covering directors, officers, and employees of the Association handling and

responsible for the Association's funds and personal property, and to procure directors' and officers' liability insurance if the Board deems it advisable. The premiums of such bonds and insurance shall be paid by the Association as common expenses.

(j) To enter any apartment where or with respect to which there exists any violation or breach of the Declaration, these by-laws, or administrative rules or regulations of the project and to summarily abate or remove such violation at the expense of the defaulting owner of the apartment.

(k) To bring legal action to enjoin, abate or remedy any breach or violation of the Declaration, these by-laws, or administrative rules or regulations of the project, and the cost thereof shall be borne by the defaulting owner of the apartment.

(l) To perform any and all duties imposed on the Board by applicable law."

13. Section 3 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 3. Election and Term. Election of directors shall be by secret ballot at each annual meeting and each special meeting called for that purpose. The directors, except as otherwise in these by-laws provided, shall hold office for a period of two years and until their respective successors shall have been elected, subject to removal as herein provided, except that the terms for which the directors are elected shall be such that the terms of at least one-third of the directors shall expire annually.

Directors shall be elected at each annual meeting to fill the vacancy in the office of director occurring as of the time of such meeting.

14. Section 4 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the natural expiration of the term of a director or the removal of a director by the Association shall be filled by a vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall serve 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 an owner or co-owner or spouse of an owner of an apartment, or the vendee under an agreement of sale, or the officer of a corporate owner of an apartment, or the partner in a general or limited partnership owner of an apartment, shall cause his office to become vacant."



15. Section 5 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 5. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the directors may be removed by apartment owners having a majority of the voting power, with or without cause, and a successor may be elected to fill the vacancy thus created. If said vacancy is not so filled, the Board of Directors shall fill said vacancy as provided in Section 4 of Article III. Any director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting."

16. Section 7 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 7. 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 one such meeting shall be held during each calendar quarter of every year unless cancelled by a vote of a majority of the directors. Notice of regular meetings of the Board shall be given to each director in a reasonable manner at least fourteen days, if practicable, prior to such meeting. All meetings of the

Board of Directors (whether organizational, regular or special) shall be conducted in accordance with Robert's Rules of Order or other accepted rules for the conduct of meetings. The minutes of all meetings of the Board of Directors shall be available for examination by the apartment owners at convenient hours at a place designated by the Board."

17. Section 9 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 9. Notices; Waiver of Notice. Notice of all meetings of the Board of Directors and all other notices to the directors shall be given to each director by the Secretary or the person or persons calling the meeting. 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."

18. Section 11 of Article III of the by-laws, as amended, is hereby amended to read as follows:

"Section 11. Conflict of Interest. A Director shall not vote or cast proxy on any issue in which he has a conflict of interest. A majority of the directors (excluding the director or directors

alleged to be involved in a conflict of interest) shall determine the existence or nonexistence of such a conflict."

19. Section 6 of Article IV of the by-laws, as amended, is hereby amended to read as follows:

"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, maintain and keep the minute book wherein resolutions shall be recorded, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary and all other duties assigned by the Board."

20. Section 7 of Article IV of the by-laws, as amended, is hereby amended to read as follows:

"Section 7. Treasurer. The Treasurer shall have responsibility for all funds and securities of the Association, maintain and keep full and accurate accounts of all receipts and disbursements of the Association and render statements thereof in such form and as often as may be required by the Board of Directors, and be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

The Treasurer shall, in general, perform all the duties incident to the office of Treasurer and all other duties assigned by the Board."

21. Section 1 of Article V of the by-laws, as amended, is hereby amended to read as follows:

"Section 1. Management. The Board of Directors shall at all times manage and control the project and shall have such powers and duties as may be necessary or proper therefor including without limitation the following:

(a) Supervision of its immediate management and operation; making contracts and incurring liabilities in connection with the exercise of any of the powers and duties of the Board;

(b) Maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;

(c) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements;

(d) Provision of all goods and services required by the by-laws or by law, or which the Board, in its discretion, deems necessary for the proper operation of the project, or which are used in common or jointly by the common elements and apartments, in each case to the extent such goods and services shall not be otherwise provided;

(e) Employment of a Managing Agent as hereinafter provided, as well as such other personnel as

the Board shall determine shall be necessary or proper for the operation of the project, including the maintenance, repair or replacement of any of the common elements thereof, whether such personnel are employed directly by the Board or are furnished by the Managing Agent; but in any case, the Board shall have the power to remove any of these personnel at its discretion;

(f) Preparation at least sixty days before each accounting year of the proposed budget covering the itemized estimated income of the project, if any, from all sources and the estimated cost of maintaining and operating the project during the ensuing fiscal year, including all expenses for taxes, insurance premiums, improvements, assessments, utility charges, maintenance and operating expenses, and all other charges and outgoings of any description to which the Association or its property may be assessed or become liable, plus all reasonable reserves, less any surpluses from the operations of prior years, if any. In addition, the Board of Directors shall prepare and approve a schedule of monthly assessments against each apartment owner for his proportionate share of such estimated cost of maintaining and operating the property of the project for the ensuing year;

(g) Collection of all installments of assessments levied and payment of all common expenses which the Association is required to pay pursuant to these by-laws or by law or which in the Board's

opinion shall be necessary or proper for the operation and maintenance of the project or for the enforcement of these by-laws, provided that if any such payment is required because of the particular actions or negligence of the owners of particular apartments, the cost thereof shall be specially assessed against the owners of such apartments;

(h) Purchase and maintenance in effect of all policies of hazard and liability insurance for the project required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Board;

(i) Custody and control of all funds of the Association, maintenance of full and accurate books of account and records of such funds and preparation of regular financial reports thereof, and opening bank accounts on behalf of the Association and designating signatories thereof;

(j) Notification of all persons having any interest in any apartment according to the Association's record of ownership of delinquency exceeding sixty days in the payment of any assessment against such apartment;

(k) Adoption and/or amendment from time to time of House Rules governing the details of the operation and use of the project and the establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these by-laws and the House Rules; PROVIDED, that such penalties and fines are not inconsistent with law or the provisions herein, and the unpaid amount of such penalties and fines against

any apartment owner shall constitute a lien against his interest in his apartment which may be foreclosed by the Board of Directors or Managing Agent in the same manner as provided in the Horizontal Property Act for common expenses; and provided further, that no House Rules shall be effective if disapproved by a resolution of the Association adopted at a meeting duly called for the purpose; and provided further, that nothing herein shall be construed to require that a meeting of the Association be called for the purpose of approving or disapproving House Rules adopted by the Board of Directors;

(l) Return of any and all funds, other than funds set aside for capital items of the common expense, not expended at the end of each accounting year to apartment owners in proportion to each apartment owner's percentage interest in the common elements and in such amounts and at such times as it may determine in its discretion;

(m) Maintenance and repair of any apartment if any such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements and limited common elements or any other apartment, and the apartment owner or owners have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said apartment owner or owners, provided that the Board shall levy a special

assessment against such apartment owner or owners for the cost of said maintenance and repair;

(n) Purchase of any apartments of the project at foreclosure or other judicial sales in the name of the Board or its designee, corporate or otherwise, on behalf of all apartment owners, provided such purchase is approved by apartment owners having a majority of the voting power; and thereafter selling, leasing, mortgaging, voting the common interest appurtenant to such apartment and otherwise dealing with such apartment; and

(o) Entry into any apartment when necessary in connection with maintenance, repair or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the apartment owner as is practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Association, and such expense is hereby designated a common expense.

The Board shall have no power (i) to impair the use and enjoyment of an apartment and its appurtenant limited common elements in a manner inconsistent with the Declaration or these by-laws; (ii) to give away any of the property submitted to the Horizontal Property Regime or intended for use in connection therewith unless for charitable purposes and unless pursuant to a resolution of the Association adopted at a meeting duly called for the purpose; (iii) to conduct an active business for profit on behalf of the owners, or any of them, or the Association."



22. Section 2 of Article V of the by-laws, as amended, is hereby amended to read as follows:

"Section 2. Managing Agent. The Board of Directors shall employ annually a responsible Hawaii corporation as Managing Agent to manage and control the project at such compensation and with such administrative powers and duties as the Board may establish and delegate. Any contract for the appointment of a Managing Agent (other than the initial Managing Agent) shall be subject to the prior approval of the apartment owners having a majority of the voting power. The Managing Agent is hereby designated as the person to accept service of process on behalf of the Association, the Board of Directors, or two or more apartment owners, as the case may be, in any action relating to the common elements or more than one apartment. The Managing Agent shall perform such duties as the Board of Directors shall direct. Unless otherwise directed, the Managing Agent shall, among other things:

(a) Collect assessments to discharge common expenses and pay said common expenses in accordance with these by-laws.

(b) Appoint a project manager, subject to the control of the Managing Agent, who shall assume responsibility for the day-to-day operation and maintenance of the common elements.

(c) Establish and maintain such reserve funds as may be necessary for the proper operation and management of the common elements, with each apartment owner having an interest in such reserves equal to his interest in the common elements.

(d) Keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, as required by Section 5.4A-85 of the Hawaii Revised Statutes, or any successor law. All records and vouchers authorizing the payments shall be kept and maintained at the address of the project, or elsewhere within the State of Hawaii as determined by the Board of Directors, and shall be available for examination by apartment owners at convenient hours on weekdays.

(e) Provide and maintain in full force and effect at all times a fidelity bond in the minimum amount of \$25,000.00, naming the Association as the obligee."

23. Section 1 of Article VI of the by-laws, as amended, is hereby amended to read as follows:

"Section 1. Assessments and Other Charges.

The owner of each apartment shall be liable for and pay a share of the common expenses in proportion to his undivided interest in the common elements appurtenant to his apartment, as set forth in the Declaration. Common expenses shall include all charges, costs and expenses whatsoever incurred by the Association for and in connection with the administration of the project, including without limitation all charges for taxes (except charges for real property taxes and other such taxes which are or may hereafter be

assessed separately on each apartment and the undivided interest in the common elements appertaining thereto or the personal property or any other interest of the apartment owners), assessments, insurance, including fire and other casualty and liability insurance, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any fire, accident or nuisance thereon, the cost of repair, reinstatement, rebuilding and replacement of the common elements, yard, janitorial and other similar services, wages, accounting and legal fees, management fees, start-up fees and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the common elements, including limited common elements, and the cost of all utility services, including water, sewer, telephone, cable television, and any other similar services, unless separately metered or otherwise separately attributable to an apartment or group of apartments, in which case the amounts charged or attributable to each apartment or group of apartments, as determined by the Board with the advice of a certified public accountant, shall be payable by the owner of such apartment or owners of apartments as the case may be. The common expenses shall also include payments to the Maintenance Reserve Fund as provided in the Declaration and may also include such amounts as the Board may deem proper to make up any deficit in the common expenses for any prior year.

(a) For the purpose of fixing and determining the payments to be made as hereinabove provided in this Article VI, the Board shall, on behalf of all apartment owners and as soon as practicable, determine for each fiscal year, the estimated aggregate amount of the common expenses for such year. The Board, on behalf of the apartment owners, may from time to time during each year make reasonable adjustments in said estimated aggregate amount of common expenses on the basis of actual costs incurred. As soon as practicable after the end of each fiscal year, the actual aggregate amount of common expenses for said year shall be determined by the Board. Said estimated and actual aggregate amounts of common expenses for each fiscal year, as determined by the Board, shall be allocated and paid as follows:

(i) The aggregate amount so estimated by the Board, and the actual aggregate amount so determined by the Board, shall be allocated by the Board among the apartment owners in proportion to the common interests appurtenant to their apartments.

(ii) The amount of the estimated common expenses for each fiscal year, so determined and allocated to each apartment owner from time to time, shall be payable by the apartment owner in equal monthly installments in advance on or before the first day of each month. Each apartment owner shall pay any unpaid balance of the actual amount of such apartment owner's proportionate share of the common expenses as so determined and allocated by the Board from time

to time. Any omission or delay in determining and allocating said expenses for any year shall not relieve the apartment owners therefrom. In such event, the apartment owners, pending the determination and allocation thereof, shall pay monthly installments of common expenses in accordance with the last determination and allocation of such expenses for the preceding fiscal year, and shall pay the deficiency, if any, upon the proper determination and allocation of the estimated common expenses within ten (10) days after notice thereof. Each such payment transmitted to the Board, as agent of all apartment owners, shall then be transmitted by the Board to the third persons entitled to payment of the same from each apartment owner.

(iii) Anything herein to the contrary notwithstanding, the Board shall have the right to require each apartment owner to pay at such time as the Board shall deem proper as a common expense in a lump sum his proportionate share of such amount as shall be determined by the Board to be necessary for working capital and to pay initial expenses.

(iv) The Board will pay or cause to be paid, as agent for and on behalf of the apartment owners, all common expenses. The Board will keep and maintain or cause to be kept and 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 any other expenses incurred. All records and the vouchers authorizing the payments shall be kept and maintained at the address of the project, or elsewhere in the State of Hawaii as determined by the Board, and shall be avail-

able for inspection by the apartment owners at convenient hours on weekdays. Each apartment owner, as principal, shall be liable for and pay his share, determined as aforesaid, of all common expenses and the Board shall be responsible, as agent for each apartment owner, only to transmit the payments made by the apartment owner to third persons to whom such payments must be made by the apartment owner. The Board or managing agent collecting the common expenses shall not be liable for payment of said common expenses as principal but only as the agent of all apartment owners to transmit said payments to third persons to whom said payments must be made by the apartment owner.

(b) Except as may be otherwise provided in the Declaration, each apartment owner shall be obligated to have the real property taxes for his own apartment and its appurtenant interest in the common elements assessed separately by the proper governmental authority and to pay the amount of all such real property taxes so determined. The foregoing sentence shall apply to all types of taxes which are now 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 apartment owner. Each apartment owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such taxes and assessments. Each apartment 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 all or any part of the common elements,

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 all or any part of the common elements, the Board may pay such taxes or assessments and shall assess the same to the apartment owners in their proportionate share as determined by the Board. Such assessments by the Board shall be secured by the lien created by this Article VI.

(c) Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the apartment owner against whom the same are assessed. If any apartment owner shall fail to pay his assessment when due, then he shall pay an additional assessment of ten dollars (\$10.00) for each such failure and all delinquent assessments shall bear interest at the rate of one percent (1%) per month from the assessment due date. In the event of a default or defaults in payment of any such assessment or assessments, the Board, in addition to any other remedies provided herein or by law, may enforce each such obligation as follows:

(i) 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 managing agent if the latter is so authorized in writing. Each such action shall be brought in the name of the Association and the Board shall be deemed to be acting on behalf of all the apartment 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 apartment 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.

(ii) 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 apartment owner, with a copy to the mortgagee of such apartment 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 claim of lien against the apartment of such delinquent apartment owner. Such claim of lien shall state (1) the name of the delinquent apartment owner or owners, (2) a description of the apartment against which the claim of lien is made, (3) the amount claimed to be due and owing (with any proper offset allowed), (4) that the claim of lien is made by the Board pursuant to the terms of these by-laws and the Horizontal Property Act, and (5) that a lien is claimed against said described apartment in an amount equal to the amount of the stated delinquency. Any such claims of lien



shall be signed and acknowledged by any two or more members of the Board and shall be dated as of the date of execution by the last such Board member to execute said claim of lien. Upon recordation of a duly executed original or copy of such claim of lien in the Office of the Assistant Registrar of the Land Court of Hawaii, the Board shall have all remedies and priorities provided in the Horizontal Property Act. Each default shall constitute a separate basis for a claim of lien.

(iii) For the purposes of this section (c), 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 apartment owners in favor of any and all persons who rely thereon in good faith as to the matters therein contained, and any apartment owner shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his apartment (or the fact that all assessments due are paid if such is the case) within fifteen (15) days after demand therefor upon payment of a reasonable fee not to exceed ten dollars (\$10.00). In the event any claims 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 apartment owner or his successor, and payment of a reasonable fee not to exceed ten dollars (\$10.00), 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 claim of lien, the amount

claimed, the date, the Land Court document number of the claim of lien, and 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 apartment owner or his successor upon payment of the fee.

(d) 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 apartment owners hereunder or to exercise any right or option herein contained, or to serve any notice, or to institute any action or summary proceeding, shall not be construed as a waiver, or a relinquishment for the future, of such covenant, option or right, but such covenant, option or right shall continue and remain in full force and effect. The receipt by the Board of any sum paid by the apartment 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 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."

24. Section 2 of Article VI of the by-laws, as amended, is hereby amended by adding at the end thereof subparagraphs (d) and (e) to read as follows:

"(d) No apartment owner shall use or keep anything on the grounds or any other common elements

which would in any way hinder the full use and enjoyment thereof by any other apartment owner or occupant. Each apartment owner shall be responsible for the care and maintenance of any lanai, patio or balcony adjacent to and for the use of his apartment, as well as the care and maintenance of any fence or railing which adjoins such lanai, patio or balcony. It is intended that the exterior of the buildings shall present a uniform appearance, and to effect that end the owners of apartments hereby agree that the Board may require the painting or repair of each lanai, patio, balcony, outside doors, windows, trim, fences, railings and other exterior portions of the building and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and to assess each apartment owner for his proportionate share of such painting and repair.

(e) All maintenance, repairs and replacements to the common elements, whether located outside or inside of the apartments, shall be made by the Board and be charged to all apartment owners as a 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."

25. Section 7 of Article VI of the by-laws, as amended, is hereby amended to read as follows:

"Section 7. Expenses of Enforcement. Every apartment owner shall pay to the Association promptly on demand all costs and expenses including reasonable

attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment, foreclosing its lien therefor or enforcing any provisions of the Declaration or these by-laws against such owner or any occupant of such apartment."

26. Article VIII of the by-laws, as amended, is hereby amended in its entirety to read as follows:

"ARTICLE VIII"

RECORD OF OWNERSHIP

Section 1. Record of Ownership. Every apartment owner shall promptly cause to be duly recorded the deed, lease, sublease, assignment or other conveyance to or from him of such apartment or other evidence of his title thereto and shall file a copy of such document of title with the Board of Directors through the Managing Agent, and the Secretary shall maintain all such information in the record of ownership of the Association.

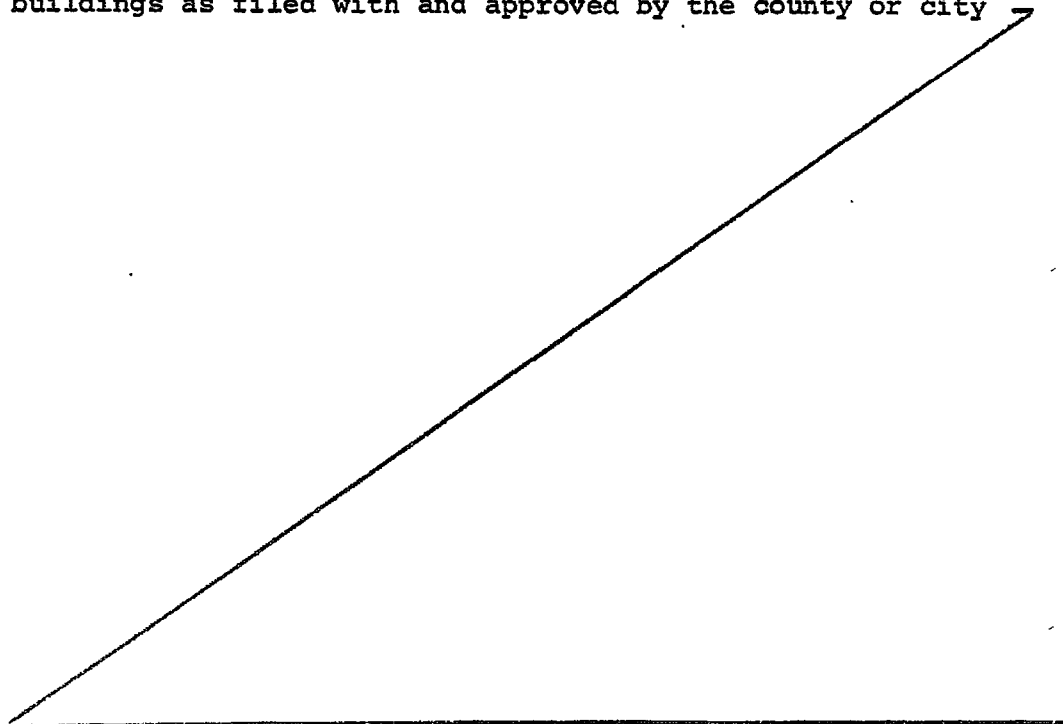
Section 2. Mortgages. Any apartment owner who mortgages his apartment or any interest therein shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser

of any apartment or interest therein, shall report to such person the amount of any assessments against such apartment then due and unpaid."

27. The House Rules are amended in their entirety to read as set forth in Exhibit "A" attached hereto.

As herein further amended, said Declaration, by-laws and House Rules are hereby ratified and confirmed.


Incorporated herein by reference is a verified statement of a registered professional architect, attached hereto and made a part hereof, certifying that the plans of the project, as amended by the revised plans filed herewith, are an accurate copy of portions of the plans of the building or buildings as filed with and approved by the county or city



and county officer having jurisdiction over the issuance of permits for the construction of buildings.

IN WITNESS WHEREOF, the undersigned, being the owners of more than seventy-five per cent (75%) of the apartments and interests in the common elements, have executed these presents this 5<sup>th</sup> day of December, 1978.

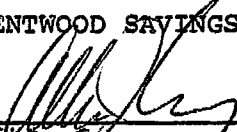
HAWAII NATIONAL BANK, HONOLULU

By   
Its Executive Vice President

FIDELITY SAVINGS AND LOAN ASSOCIATION

By   
Its EXECUTIVE VICE PRESIDENT

BRENTWOOD SAVINGS AND LOAN ASSOCIATION

By   
Its Executive Vice President

  
KAN JUNG LUKE

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

On this 8<sup>th</sup> day of December, 1978,  
before me appeared J. C. Nae, Jr.  
to me personally known, who, being by me duly sworn, did  
say that he is Executive Vice President of HAWAII NATIONAL  
BANK, HONOLULU, a national banking association; that the  
seal affixed to the foregoing instrument is the corporate  
seal of said national banking association; that said instru-  
ment was signed and sealed in behalf of said national bank-  
ing association by authority of its Board of Directors; and  
said J. C. Nae, Jr. acknowledged  
the instrument to be the free act and deed of said national  
banking association.

William H. Lusk  
Notary Public, First Circuit  
State of Hawaii  
My Commission Expires 3/7/82

STATE OF HAWAII )  
CITY & COUNTY OF HONOLULU ) SS

On this 5<sup>th</sup> day of December, 1978, before me appeared Allen J. Long, to me personally known, who, being by me duly sworn, did say that he is Executive Vice President of BRENTWOOD SAVINGS AND LOAN ASSOCIATION, a California savings and loan association; that no seal is affixed to the foregoing instrument for the reason that said California savings and loan association has no seal present in the State of Hawaii; that said instrument was signed in behalf of said California savings and loan association by authority of its Board of Directors; and said Allen J. Long acknowledged the instrument to be the free act and deed of said California savings and loan association.

Marshall P. Geomans  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: 4/6/82

STATE OF HAWAII )  
CITY & COUNTY OF HONOLULU ) SS

On this 5<sup>th</sup> day of December, 1978 before me appeared Karen N. Manning, to me personally known, who, being by me duly sworn, did say that she is Executive Vice President of FIDELITY SAVINGS AND LOAN ASSOCIATION, a California savings and loan association; that no seal is affixed to the foregoing instrument for the reason that said California savings and loan association has no seal present in the State of Hawaii; that said instrument was signed in behalf of said California savings and loan association by authority of its Board of Directors; and said Karen N. Manning acknowledged the instrument to be the free act and deed of said California savings and loan association.

Marshall P. Geomans  
Notary Public, First Judicial  
Circuit, State of Hawaii

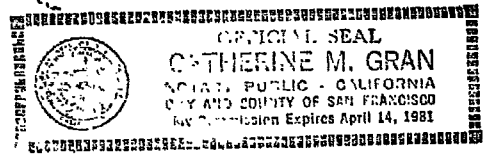
My commission expires: 4/6/82



STATE OF CALIFORNIA )  
 )  
CITY & COUNTY OF SAN FRANCISCO

SS:

On this 14th day of December, 1978,  
before me personally appeared KAN JUNG LUKE,  
to me known to be the person described in and who executed  
the foregoing instrument, and acknowledged that he executed  
the same as his free act and deed.



*Catherine M. Gran*  
Notary Public,

My commission expires: April 14, 1981

HOLIDAY PLANTATION

AMENDMENT TO DECLARATION AND BY-LAWS

The Holiday Plantation Declaration of Horizontal Property Regime and By-Laws of Association of Apartment Owners, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 685716 and noted on Certificate of Title No. 168854, are hereby amended as follows:

1. Paragraph A2(e) on page 3 of the Declaration is hereby amended to read as follows:

(e) All ducts, electrical equipment, wiring and other central and appurtenant installations including all utilities with the exception of all telephone, television and radio signal distribution installations and equipment referred to in paragraph B hereof.

2. Paragraph N on pages 10 and 11 of the Declaration is hereby amended to read as follows:

N. UNPAID COMMON EXPENSES CONSTITUTE LIEN.  
All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment prior to all other liens except only (1) liens for taxes and assessments lawfully imposed by governmental authority against such apartment, and (2) all sums unpaid on mortgages of record, and costs and expenses including attorney's fees

provided in such mortgages. Such lien may be foreclosed by action by the Managing Agent or Board of Directors, acting on behalf of the Association, in like manner as a mortgage of real property, provided that thirty (30) days prior written notice of the intention to foreclose shall be mailed, postage prepaid, to the Lessor and all other persons having an interest in such apartment as shown in the Association's record of ownership. The Managing Agent or Board of Directors, acting on behalf of the Association, shall have the power to bid in such apartment at foreclosure sale and to acquire, hold, lease, mortgage and convey such apartment. Action to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

3. Exhibit "A" to the Declaration is hereby amended to read as set forth in Exhibit "A" attached hereto and made a part hereof.

4. Exhibit "B" to the Declaration is hereby amended to read as set forth in Exhibit "B" attached hereto and made a part hereof.

5. Section 4 of Article II on page 2 of the By-Laws is hereby amended to read as follows:

Section 4. Annual Meetings. The first annual meeting of the Association shall be held

exercised and done only by the apartment owners. A director shall not vote on any issue in which he has a conflict of interest. Compensation, if any, of the directors shall be determined by the Association at a membership meeting and not by the Board. In addition to powers and duties conferred by these by-laws, the Declaration or resolutions of the Association, the Board shall be responsible for the following:

(a) Management and operation of the project and maintenance, repair and rebuilding of the common elements thereof;

(b) Establishment and collection of monthly assessments against the apartment owners for common expenses; and

(c) Appointment and dismissal of any personnel necessary for such operation and maintenance functions.

The undersigned Apartment Owners hereby release and quitclaim all of their right, title and interest in and to Lot 1009-A described in Exhibit "C" attached hereto and made a part hereof and, together with the Lessor and Lessee, hereby agree and consent to the amendment of Condominium Map No. 217 to conform to this Amendment to Declaration and By-Laws.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

not later than one hundred eighty days after a certificate of occupancy for the project has been issued by the appropriate county agency. Thereafter, the annual meetings of the Association shall be held within three months after the end of each accounting year of the project. At such meetings the apartment owners shall elect by ballot a Board of Directors in accordance with the provisions of Section 3 of Article III of these by-laws and may also transact such other business of the Association as may properly come before them.

6. Sections 1 and 2 of Article III on page 4 of the By-Laws are hereby amended to read as follows:

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. All members of the Board of Directors shall be owners, co-owners, a spouse of an owner, or an officer of any corporate owner of an apartment. The partners in a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose.

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 therefor as are not by law, by the Declaration or by these by-laws, directed to be

HOLIDAY PLANTATION, a Hawaii  
limited partnership

EDWIN YEE, LTD., its General Partner

By *Edwin Yee*  
Its President

MAKAMA VALLEY, INCORPORATED, its  
Limited Partner

By *[Signature]*  
Its Executive Vice President

"LESSOR"

HOLIDAY MART, INC.

By *Edwin Yee*  
Its President

"LESSEE"

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

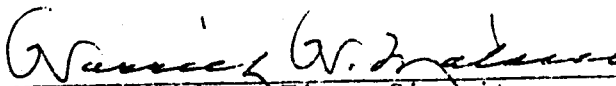
On this 5th day of January, 1977,  
before me appeared EDWIN K. Q. YEE, to me personally known,  
who by me being duly sworn did say that he is the PRESIDENT  
of HOLIDAY MART, INC., a Hawaii corporation, and that the  
seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed  
and sealed in behalf of said corporation by authority of its  
Board of Directors, and the said EDWIN K. Q. YEE acknowledged  
said instrument to be the free act and deed of said corpora-  
tion.

*Sham K. Scribner*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

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

On this 3rd day of January, 1977,  
before me appeared STUART T. K. HO, to me personally  
known, who by me being duly sworn did say that he is the  
Executive Vice President of MAKAHA VALLEY, INCORPORATED, a Hawaii  
corporation, and that the seal affixed to the foregoing instru-  
ment is the corporate seal of said corporation and that said  
instrument was signed and sealed in behalf of said corporation  
by authority of its Board of Directors, and the said  
STUART T. K. HO acknowledged said instrument to be the  
free act and deed of said corporation as a limited partner of  
HOLIDAY PLANTATION, a Hawaii limited partnership.

  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 6, 1980

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

On this 5th day of January, 1977,  
before me appeared EDWIN K. Q. YEE, to me personally known,  
who by me being duly sworn did say that he is the PRESIDENT  
of EDWIN YEE, LTD., a Hawaii corporation, and that the seal  
affixed to the foregoing instrument is the corporate seal of  
said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its  
Board of Directors, and the said EDWIN K. Q. YEE acknowledged  
said instrument to be the free act and deed of said corporation  
as a general partner of HOLIDAY PLANTATION, a Hawaii limited  
partnership.

  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Richard Isao Murakami

RICHARD ISAO MURAKAMI

Grace Awamura Murakami  
GRACE AWAMURA MURAKAMI

Owner of Holiday Plantation Apartment

No. (s) 31A

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

On this 25<sup>th</sup> day of June, 1976, before  
me personally appeared RICHARD ISAO MURAKAMI and  
GRACE AWAMURA MURAKAMI

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

[Signature]  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 12/31/77



HAWAII NATIONAL BANK, HONOLULU

By [Signature]  
Its President

Mortgagee

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

On this 25<sup>th</sup> day of January, <sup>1977</sup>~~1976~~,

before me personally appeared [Signature],

to me personally known, who being by me duly sworn, did say that he is the President of HAWAII NATIONAL BANK, HONOLULU, a national banking association and that the seal affixed to the foregoing instrument is the seal of said association, and that the instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and said Officer acknowledged the instrument to be the free act and deed of said association.

[Signature]  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 3/9/78

James Emery McKee  
JAMES EMERY MCKEE

Owner of Holiday Plantation Apartment  
No. (s) 31B

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

On this 14th day of July, 1976, before  
me personally appeared JAMES EMERY MCKEE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Stewart A. Serikaku  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Kazunori Okamura  
KAZUNORI OKAMURA

Jane Mieko Okamura  
JANE MIEKO OKAMURA

Owner of Holiday Plantation Apartment  
No. (s) 31C

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

On this 2nd day of August, 1976, before  
me personally appeared KAZUNORI OKAMURA and  
JANE MIEKO OKAMURA

*sd*  
*sp*

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Aharon A. Sprickman  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

STATE OF HAWAII, )  
CITY AND COUNTY OF HONOLULU. ) ss:

On this 21st day of July, 1976, before me personally appeared  
JANE MIEKO OKAMURA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that she executed the same  
as her free act and deed.

James H. Giff  
Notary Public, First Judicial Circuit  
State of Hawaii

My Commission Expires: April 11, 1979

Timmy Sau Tim Lee  
TIMMY SAU TIM LEE

Katie Kiyoko Lee  
KATIE KIYOKO LEE

Owner of Holiday Plantation Apartment

No. (s) 32A

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

On this 20th day of July, 1976, before  
me personally appeared TIMMY SAU TIM LEE and  
KATIE KIYOKO LEE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon L. Srikumar  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Clarence Koon Hon Yee  
CLARENCE KOON HON YEE

June Kau Yee  
JUNE KAU YEE

Owner of Holiday Plantation Apartment  
No.(s) 32B, 32C, 33A, 33B

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

On this 12th day of July, 1976, before  
me personally appeared CLARENCE KOON HON YEE and  
JUNE KAU YEE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon L. Spink  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

EDWIN YEE, LTD.

By [Signature]  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_  
Owner of Holiday Plantation Apartment  
No. (s) 34A, 34B, 35A, 35B

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

On this 9<sup>th</sup> day of July, 1976, before me  
appeared EDWIN K. Q. YEE ~~xxx~~

\_\_\_\_\_ to me personally known, who being  
by me duly sworn, did say that ~~xxxxxxx~~ he is the PRESIDENT

~~xxxx~~  
of EDWIN YEE, LTD., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officer ~~xxx~~ acknowledged said instrument to  
be the free act and deed of said corporation.

[Signature]  
Notary Public, First Circuit  
State of Hawaii

My commission expires: November 20, 1978

Norman Calvin Fung  
NORMAN CALVIN FUNG

Eleanor Holt Fung  
ELEANOR HOLT FUNG

Owner of Holiday Plantation Apartment

No. (s) 33C, 40B, 40C, 41A

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

On this 12th day of July, 1976, before  
me personally appeared NORMAN CALVIN FUNG and  
ELEANOR HOLT FUNG

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon L. Spinko  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Charles Manly Loomis  
CHARLES MANLY LOOMIS

Relda Louise Loomis  
RELD A LOUISE LOOMIS

Owner of Holiday Plantation Apartment  
No. (s) 34C

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

On this 9th day of August, 1976, before  
me personally appeared CHARLES MANLY LOOMIS and  
RELD A LOUISE LOOMIS

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Richard B. Gowan  
Notary Public, First Circuit  
State of Hawaii

My commission expires: Sept. 19, 1978



BUSINESS INVESTMENT, LTD.

By Colin de Silva  
its President

By \_\_\_\_\_  
Its  
Owner of Holiday Plantation Apartment  
No. (s) 35C

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

On this 18 day of August, 1976, before me  
appeared Colin de Silva and \_\_\_\_\_

\_\_\_\_\_ to me personally known, who being  
by me duly sworn, did say that ~~they are~~ <sup>he is</sup> the President  
and \_\_\_\_\_

of BUSINESS INVESTMENT, LTD., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officers acknowledged said instrument to  
be the free act and deed of said corporation.

Sharon H. Weave  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 6-16-78

*J. Henry McDonald*  
JACK HENRY McDONALD  
*Lorraine Holcomb McDonald*  
LORAINÉ HOLCOMB McDONALD  
Owner of Holiday Plantation Apartment  
No. (s) 36A, 37C, 38B, 38C

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

On this 19th day of July, 1976, before  
me personally appeared JACK HENRY McDONALD and  
LORAINÉ HOLCOMB McDONALD

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*Sharon A. Serikelen*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

HOLIDAY MART, INC.

By Norman Chung  
Its Vice President

By \_\_\_\_\_  
Its \_\_\_\_\_

Owner of Holiday Plantation Apartment

No. (s) 36B

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

1977

On this 26th day of January, ~~XXXXXX~~ before me  
appeared NORMAN C. FUNG ~~XXXX~~

\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that ~~XXXXXXXXXX~~ he is the VICE PRESIDENT

*led*  
28

~~XXXXX~~  
of HOLIDAY MART, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officer~~X~~ acknowledged said instrument to  
be the free act and deed of said corporation.

Sharon B. Scribner  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/15/79

BONANZA REALTY, INC.

By *Ernest H. Nelson*  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_

Owner of Holiday Plantation Apartment

No. (s) 37B

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

On this 1st day of November, 1976, before me  
appeared Ernest H. Nelson and \_\_\_\_\_

\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that <sup>he is</sup> they are the President  
and \_\_\_\_\_

of BONANZA REALTY, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officer~~s~~ acknowledged said instrument to  
be the free act and deed of said corporation.

*Sharon K. Sprickman*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

John Joseph Mealey  
JOHN JOSEPH MEALEY

Joan Avery Mealey  
JOAN AVERY MEALEY

Owner of Holiday Plantation Apartment

No. (s) 38C

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

On this 23<sup>rd</sup> day of August, 1976, before  
me personally appeared JOHN JOSEPH MEALEY and  
JOAN AVERY MEALEY

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Ann C. Woomer  
Notary Public, First Circuit  
State of Hawaii

ANN C. WOOMER, NOTARY PUBLIC  
RIDLEY PARK BORO, DELAWARE COUNTY  
MY COMMISSION EXPIRES MAY 4, 1978  
Member, Pennsylvania Association of Notaries

Stanley Sappenfield Stanton  
STANLEY SAPPENFIELD STANTON

Naomi Stanton  
NAOMI STANTON

Owner of Holiday Plantation Apartment  
No. (s) 39B, 54B, 75A

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

On this 12th day of July, 1976, before  
me personally appeared STANLEY SAPPENFIELD STANTON and  
NAOMI STANTON

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon A. Spink  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*John Joseph Mealey*  
\_\_\_\_\_  
JOHN JOSEPH MEALEY

*Joan Avery Mealey*  
\_\_\_\_\_  
JOAN AVERY MEALEY  
Owner of Holiday Plantation Apartment  
No. (s) 38C

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

On this 23<sup>rd</sup> day of August, 1976, before  
me personally appeared JOHN JOSEPH MEALEY and  
JOAN AVERY MEALEY

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*Ann C. Woobler*  
\_\_\_\_\_  
Notary Public, First Circuit  
State of Hawaii  
ANN C. WOUBLER, NOTARY PUBLIC  
RIDLEY PARK BORO, DELAWARE COUNTY  
MY COMMISSION EXPIRES MAY 4, 1978  
Member, Pennsylvania Association of Notaries

HOLIDAY MART, INC.

By Norman C. Fung  
Its Vice President

By \_\_\_\_\_  
Its \_\_\_\_\_

Owner of Holiday Plantation Apartment.

No. (s) 39C

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

On this 5th day of February, 1977, before me <sup>not</sup>  
appeared NORMAN C. FUNG and \_\_\_\_\_

\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that ~~he is~~ <sup>he is</sup> the VICE PRESIDENT  
~~\_\_\_\_\_~~ <sup>\_\_\_\_\_</sup>

of HOLIDAY MART, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officer~~s~~ acknowledged said instrument to  
be the free act and deed of said corporation.

Shawn A. Serikaku  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979



Fred. Leopold Kreisch  
FREDERICK LEOPOLD KREISCH

Marie Atwater Kreisch  
MARIE ATWATER KREISCH

Owner of Holiday Plantation Apartment  
No. (s) 40A

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

On this 20th day of August, 1976, before  
me personally appeared FREDERICK LEOPOLD KREISCH and  
MARIE ATWATER KREISCH

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon R. Strickland  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*Charles David Gueco esq*  
*Charles David Gueco*  
\_\_\_\_\_  
CHARLES DAVID GUECO

Owner of Holiday Plantation Apartment  
No. (s) 41B

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

On this 13th day of July, 1976, before  
me personally appeared CHARLES DAVID GUECO

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

*Sharon K. Aardhake*  
\_\_\_\_\_  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*Hideo Tomita*  
HIDEO TOMITA

Owner of Holiday Plantation Apartment  
No. (s) 41C, 42A, 42B, 42C

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

On this 12th day of July, 1976, before  
me personally appeared HIDEO TOMITA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

*Sharon E. Serikaku*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Kenneth Hiroto Inouye  
KENNETH HIROTO INOUE

Owner of Holiday Plantation Apartment  
No. (s) 43A

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

On this 21<sup>st</sup> day of July, 1976, before  
me personally appeared KENNETH HIROTO INOUE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Edna H. Kido  
Notary Public, First Circuit  
State of Hawaii

My commission expires: March 10, 1980

Robert Penington, Jr.  
ROBERT PENINGTON, JR.

Louise Schnaudt Penington  
LOUISE SCHNAUDT PENINGTON

Owner of Holiday Plantation Apartment  
No. (s) 43B

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

On this 14th day of July, 1976, before  
me personally appeared ROBERT PENINGTON, JR. and  
LOUISE SCHNAUDT PENINGTON

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon K. Serikaku  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 13, 1979

HOLIDAY MART ICE CREAM CONCESSION, LTD.

By [Signature]  
Its Pres.

By Phillip Y.S. Shin  
Its Sec. - TREAS.

Owner of Holiday Plantation Apartment  
No. (s) 43C

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

On this 14th day of July, 1976, before me  
appeared Clarence K. H. Yee and Phillip Y.S. Shin  
\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that they are the President and  
Sec. - Treasurer and \_\_\_\_\_

of HOLIDAY MART ICE CREAM CONCESSION, LTD., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officers acknowledged said instrument to  
be the free act and deed of said corporation.

Sharon C. Serikaku  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Sonny Sau Song Lee  
SONNY SAU/SQNG LEE

Sub  
B

Sally Sumie Lee  
SALLY SUMIE LEE

Owner of Holiday Plantation Apartment  
No. (s) 44A

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

On this 26th day of July, 1976, before  
me personally appeared SONNY SAU SQNG LEE and  
SALLY SUMIE LEE

Sub  
B

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Thomas L. Seriateau  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Abraham Katsumi Tokioka  
ABRAHAM KATSUMI TOKIOKA

Owner of Holiday Plantation Apartment

No. (s) 44B, 44C, 54C, 55B

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

On this 17th day of July, 1976, before  
me personally appeared ABRAHAM KATSUMI TOKIOKA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Sharon R. Spricklen  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979



David Kong Hin Tung  
DAVID KONG HIN DUNG

Gloria Chock Dung  
GLORIA CHOCK DUNG

Owner of Holiday Plantation Apartment  
No.(s) 45A, 46A, 46B, 46C

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

On this 17th day of July, 1976, before  
me personally appeared DAVID KONG HIN DUNG and  
GLORIA CHOCK DUNG

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Spencer L. Arisaka  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Robert Nichols Leach

ROBERT NICHOLS LEACH

Doris Macrae Leach

DORIS MACRAE LEACH

Owner of Holiday Plantation Apartment

No. (s) 45B

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

On this 23 day of July, 1976, before  
me personally appeared ROBERT NICHOLS LEACH and  
DORIS MACRAE LEACH

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sally H. Schmid  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 7/30/77

For: Amendment to Declaration and  
By-laws.


Gilbert Kay Garn  
GILBERT KAY GARN

Owner of Holiday Plantation Apartment  
No. (s) 45C

STATE OF ~~HAWAII~~ CALIFORNIA )  
CITY AND COUNTY OF ~~HONOLULU~~ ) ss:  
HONOLULU

On this 20th day of September, 1976, before  
me personally appeared GILBERT KAY GARN

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

  
**CHARLENE COMBS**  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
FRESNO COUNTY  
My Commission Expires May 29, 1977

Charlene Combs  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 5-29-77

Frank Christian Coty  
FRANK CHRISTIAN COTY

Owner of Holiday Plantation Apartment  
No. (s) 47A, 47B, 47C 52A

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

On this 26th day of October, 1976, before  
me personally appeared FRANK CHRISTIAN COTY

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Alfred B. Spink  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Robert Koichi Ichimura  
ROBERT KOICHI ICHIMURA

Owner of Holiday Plantation Apartment  
No.(s) 48A

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) ss:.

On this 9th day of July, 1976, before  
me personally appeared ROBERT KOICHI ICHIMURA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Sharon A. Scribner  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*Edwin Koon Quon Yee*  
EDWIN KOON QUON YEE

Owner of Holiday Plantation Apartment  
No. (s) 48B, 49B, 50B, 50C

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

On this 9<sup>th</sup> day of July, 1976, before  
me personally appeared EDWIN KOON QUON YEE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

*Iselda K. Rader*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: November 20, 1978

Wah Chan Thom  
WAH-CHAN THOM

Jannie Luke Thom  
JANNIE LUKE THOM

Owner of Holiday Plantation Apartment

No. (s) 48C

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

On this 3rd day of September, 1976, before  
me personally appeared WAH-CHAN THOM and  
JANNIE LUKE THOM

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Shawn B. Arikawa  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Ronald Yoshikatsu Mukai  
RONALD YOSHIKATSU MUKAI

Bessie Sanae Mukai  
BESSIE SANAE MUKAI

Owner of Holiday Plantation Apartment  
No. (s) 49A

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

On this 18<sup>th</sup> day of August, 1976, before  
me personally appeared RONALD YOSHIKATSU MUKAI and  
BESSIE SANAE MUKAI

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Stephen K. Lee  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 6-29-79



HOLIDAY MART, INC.

By *Norman C. Fung*  
Its Vice President

By \_\_\_\_\_  
Its \_\_\_\_\_

Owner of Holiday Plantation Apartment

No. (s) 49C

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

1977

On this 26th day of January, ~~XXXX~~ before me  
appeared NORMAN C. FUNG ~~XXXX~~

\_\_\_\_\_, to me personally known, who being  
that he is  
by me duly sworn, did say ~~XXXXXXXXXX~~ the VICE PRESIDENT *Feb 22*

~~XXXX~~  
of HOLIDAY MART, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officer~~X~~ acknowledged said instrument to  
be the free act and deed of said corporation.

*Spencer L. Simonsen*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/15/79



Arthur Lin Sung Au  
ARTHUR LIN SUNG AU

Owner of Holiday Plantation Apartment  
No. (s) 51A

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

On this 9th day of July, 1976, before  
me personally appeared ARTHUR LIN SUNG AU

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Sharon R. Spink  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Henry William Aylward  
HENRY WILLIAM AYLWARD

Caroline Eiko Aylward  
CAROLINE EIKO AYLWARD

Owner of Holiday Plantation Apartment  
No. (s) 53C

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

On this 21st day of December, 1976, before  
me personally appeared HENRY WILLIAM AYLWARD and  
CAROLINE EIKO AYLWARD

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Gwendolyn L. Porter  
Notary Public, First Circuit  
State of Hawaii

My commission expires: November 20, 1978

*Peter Hwei-yang Hsi*  
*[Signature]*

\_\_\_\_\_  
PETER HWEI-YANG HSI

\_\_\_\_\_  
Owner of Holiday Plantation Apartment  
No.(s) 51B, 51C, 53A, 53B

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

On this 12th day of July, 1976, before  
me personally appeared PETER HWEI-YANG HSI

\_\_\_\_\_  
to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

*[Signature]*  
\_\_\_\_\_  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Irma Updegraff  
IRMA UPDEGRAFF

Owner of Holiday Plantation Apartment  
No. (s) 54A

WITH THE U. S. ARMED FORCES OVERSEAS  
AT APO SAN FRANCISCO 96328  
~~XX STATE OF TEXAS~~

~~XX COUNTY OF HONOLULU~~

) ss:

On this 20 day of July, 1976, before  
me personally appeared IRMA UPDEGRAFF

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that she executed the  
same as her free act and deed.



Craig L. Head  
~~NOTARY PUBLIC~~  
~~STATE OF ILLINOIS~~  
CRAIG L. HEAD, CAPTAIN, USAF 332-44-0860  
My commission expires: Indef.  
Evergreen Park, Illinois

AUTHORIZED TO ADMINISTER OATHS AND ACT AS NOTARY  
ART 136, UCMR; 1C USC 936

Frank Sadao Serikaku  
FRANK SADA0 SERIKAKU

Sharen Ayako Serikaku  
SHAREN AYAKO SERIKAKU

Owner of Holiday Plantation Apartment  
No.(s) 55A

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

On this 13<sup>th</sup> day of July, 1976, before  
me personally appeared FRANK SADA0 SERIKAKU and  
SHAREN AYAKO SERIKAKU

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Seena K. Rector  
Notary Public, First Circuit  
State of Hawaii

My commission expires: November 20, 1978

HOLIDAY MART, INC.

By *Norman C. Fung*  
Its Vice President

By \_\_\_\_\_  
Its \_\_\_\_\_  
Owner of Holiday Plantation Apartment  
No. (s) 55C

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

1977

On this 26th day of January, ~~XXXX~~ before me  
appeared NORMAN C. FUNG ~~XXXX~~

\_\_\_\_\_, to me personally known, who being  
he is  
by me duly sworn, did say that ~~XXXXXX~~ the VICE PRESIDENT

XXXX  
of HOLIDAY MART, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officer~~X~~ acknowledged said instrument to  
be the free act and deed of said corporation.

*Sharon A. Serikaku*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/15/79



Stanley Satoru Yamaoka  
STANLEY SATORU YAMAOKA

Owner of Holiday Plantation Apartment  
No.(s) 56A

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

On this 4th day of August, 1976, before  
me personally appeared STANLEY SATORU YAMAOKA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Dominga Lomero  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9-3-76

*[Signature]*  
JOHN SCHICK

*Eudice Rosenstein Schick*  
EUDICE ROSENSTEIN SCHICK

Owner of Holiday Plantation Apartment

No.(s) 73A

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

On this 12th day of July, 1976, before  
me personally appeared JOHN SCHICK and  
EUDICE ROSENSTEIN SCHICK

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*[Signature]*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Walter Dunn Hammond

WALTER DUNN HAMMOND

Helen Catherine Hammond

HELEN CATHERINE HAMMOND

Owner of Holiday Plantation Apartment

No. (s) 74C

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

On this 20th day of July, 1976, before me personally appeared WALTER DUNN HAMMOND and

HELEN CATHERINE HAMMOND

to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Thelma R. Lamatis

Notary Public, First Circuit  
State of Hawaii

My commission expires: 6/27/79



PAUHI HALE, INC.

By *[Signature]*  
Its President

By \_\_\_\_\_  
Its \_\_\_\_\_  
Owner of Holiday Plantation Apartment  
No. (s) 78A, 78B, 78C, 79A

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

On this 9<sup>th</sup> day of July, 1976, before me  
appeared EDWIN K. Q. YEE ~~xxxx~~

\_\_\_\_\_, to me personally known, who being  
he is  
by me duly sworn, did say that ~~xxxxxxx~~ the PRESIDENT

~~xxx~~  
of PAUHI HALE, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officers ~~x~~ acknowledged said instrument to  
be the free act and deed of said corporation.

*[Signature]*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: November 20, 1976

Henry Frank Ciano  
HENRY FRANK CIANO

Patricia Loretta Ciano  
PATRICIA LORETTA CIANO

Owner of Holiday Plantation Apartment  
No. (s) 79C

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

On this 12th day of July, 1976, before  
me personally appeared HENRY FRANK CIANO and  
PATRICIA LORETTA CIANO

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon A. Mikhail  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*Richard Kwock Tam*  
*Richard K. Tam*

*AK  
28*

RICHARD KWOCK TAM

*Jennie Yee Tam*  
JENNIE YEE TAM

Owner of Holiday Plantation Apartment

No.(s) 76B, 77A, 77B, 77C

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

On this 14th day of July, 1976, before  
me personally appeared RICHARD KWOCK TAM and  
JENNIE YEE TAM

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*Sharon L. Spinkham*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Barnaby S.K. You  
BARNABY SO KEE YOU

Roberta Hom You  
ROBERTA HOM YOU

Owner of Holiday Plantation Apartment  
No. (s) 80A

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

On this 8<sup>th</sup> day of September, 1976, before  
me personally appeared BARNABY SO KEE YOU and  
ROBERTA HOM YOU

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Carole M. Jones  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 4-4-80



*Mamoru Watanabe*

MAMORU WATANABE

Owner of Holiday Plantation Apartment

No.(s) 80B

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

On this 13th day of July, 1976, before  
me personally appeared MAMORU WATANABE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

*Steven R. Serikata*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*Marion Gerald Lamb*  
MARION GERALD LAMB

*Edith Maria Lamb*  
EDITH MARIA LAMB

Owner of Holiday Plantation Apartment  
No. (s) 81A

*Auth  
28*

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

On this 20th day of July, 1976, before  
me personally appeared MARION GERALD LAMB and  
EDITH MARIA LAMB

to me known to be the persons described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*Sharon K. Abraham*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*Denis Dupuis Alexander*  
DENIS DUPUIS ALEXANDER

Owner of Holiday Plantation Apartment  
No. (s) 81B, 84B, 172A, 172B

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

On this 16<sup>th</sup> day of July, 1976, before  
me personally appeared DENIS DUPUIS ALEXANDER

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

*Suzanne M. Kallister*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/29/77

*Edith Maria Schick*

EDITH MARIA SCHICK

Owner of Holiday Plantation Apartment  
No. (s) 81C and 82A

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

On this 9th day of July, 1976, before  
me personally appeared EDITH MARIA SCHICK

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that she executed the  
same as her free act and deed.

*Sharon L. Scickel*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

John Howard Beale  
JOHN HOWARD BEALE

Constance Keoahunui Beale  
CONSTANCE KEOAHUNUI BEALE

Owner of Holiday Plantation Apartment  
No. (s) 57B

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

On this 30th day of August, 1976, before  
me personally appeared JOHN HOWARD BEALE and  
CONSTANCE KEOAHUNUI BEALE

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon R. Arikobun  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

CAPITAL INVESTMENT OF HAWAII, INC.

By [Signature]  
Its President

By [Signature]  
Its Treasurer

Owner of Holiday Plantation Apartment  
No. (s) 58B, 53C, 59A, 59B

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

On this 13th day of July, 1976, before me  
appeared STUART T. K. HO and DONALD M. WONG  
, to me personally known, who being  
by me duly sworn, did say that they are the President  
and Treasurer

of CAPITAL INVESTMENT OF HAWAII, INC., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officers acknowledged said instrument to  
be the free act and deed of said corporation.

[Signature]  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/6/76



*Christopher Lehua Williams*  
*Edna Manu Williams*

CHRISTOPHER LEHUA WILLIAMS

*Edna Manu Williams*  
EDNA MANU WILLIAMS

Owner of Holiday Plantation Apartment  
No. (s) 60A

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

On this 11th day of August, 1976, before  
me personally appeared CHRISTOPHER LEHUA WILLIAMS and  
EDNA MANU WILLIAMS

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*Shoreen R. Spink*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979



Phillip Lawrence Rother

PHILLIP LAWRENCE ROTHER

Glenda King Rother

GLEND A KING ROTHER

Owner of Holiday Plantation Apartment

No. (s) 61A, 61B, 62A

STATE OF HAWAII )

CITY AND COUNTY OF HONOLULU )

ss:

On this 24th day of July, 1976, before  
me personally appeared PHILLIP LAWRENCE ROTHER and  
GLEND A KING ROTHER

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon L. Scribner

Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

David Alan Miller  
DAVID ALAN MILLER

Beverly Sunn Miller  
BEVERLY SUNN MILLER

Owner of Holiday Plantation Apartment

No. (s) 61C

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

On this 14<sup>th</sup> day of July, 1976, before  
me personally appeared DAVID ALAN MILLER and  
BEVERLY SUNN MILLER

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Spencer H. Strickland  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

WAIANAE DEVELOPMENT COMPANY, LTD.

By [Signature]  
Its Executive Vice President

By [Signature]  
Its Treasurer

Owner of Holiday Plantation Apartment  
No. (s) 63B, 63C, 64B, 68B

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

On this 13th day of July, 1976, before me  
appeared STUART T. K. HO and DONALD M. WONG

[Signature], to me personally known, who being  
by me duly sworn, did say that they are the Executive Vice President  
and Treasurer

of WAIANAE DEVELOPMENT COMPANY, LTD., a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officers acknowledged said instrument to  
be the free act and deed of said corporation.

[Signature]  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/6/76

Hiroiyuki Fujioka  
HIROYUKI FUJIOKA

Stella Sawayo Fujioka  
STELLA SAWAYO FUJIOKA

Owner of Holiday Plantation Apartment

No. (s) 64C

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

On this 16<sup>th</sup> day of July, 1976, before  
me personally appeared HIROYUKI FUJIOKA and  
STELLA SAWAYO FUJIOKA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon M. Heck  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 8-17-79

SUNG WHAI KIM

X *Susan Eun So Kim*

SUSAN EUN SOO KIM, Widow of  
Sung Whai Kim, Deceased.  
Owner of Holiday Plantation Apartment

No. (s) 65A, 65B

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

On this 31st day of July, 1976, before  
me personally appeared ~~SUNG WHAI KIM~~ and <sup>(P)</sup>

SUSAN EUN SOO KIM

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that she <sup>(P)</sup> executed the  
same as her ~~their~~ free act and deed. <sup>(P)</sup>

*L. M. Nakama*  
Notary Public, First Circuit (Judicial)  
State of Hawaii

My commission expires: May 29, 1980

Michael Hitoshi Ito  
MICHAEL HITOSHI ITO

Carl Shoichi Nakamura  
CARL SHOICHI NAKAMURA

Owner of Holiday Plantation Apartment

No. (s) 66A

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

On this 12th day of July, 1976, before  
me personally appeared MICHAEL HITOSHI ITO and  
CARL SHOICHI NAKAMURA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sharon K. Serikawa  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

Harry Hidemi Horio  
HARRY HIDE MI HORIO

Rose Mae Kimiko Horio  
ROSE MAE KIMIKO HORIO

Owner of Holiday Plantation Apartment  
No. (s) 66E

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

On this 12th day of July, 1976, before  
me personally appeared HARRY HIDE MI HORIO and  
ROSE MAE KIMIKO HORIO

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Sherris B. Smith  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

*John Frederick Stapleton*  
JOHN FREDERICK STAPLETON  
*Annette Miller Stapleton*  
ANNETTE MILLER STAPLETON

Owner of Holiday Plantation Apartment  
No. (s) 67C

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

On this 23 day of August, 1976, before  
me personally appeared JOHN FREDERICK STAPLETON and  
ANNETTE MILLER STAPLETON

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

*Joyce K. Adams*  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9-26-79



Woodie Arthur Reed  
WOODIE ARTHUR REED

Owner of Holiday Plantation Apartment  
No. (s) 68A

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

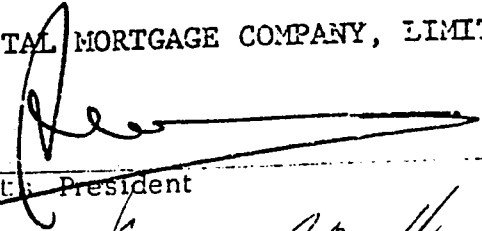
On this 9th day of July, 1976, before  
me personally appeared WOODIE ARTHUR REED

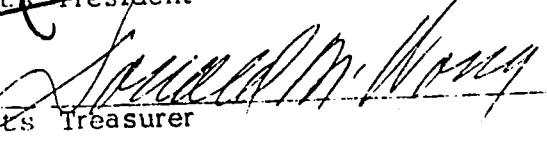
to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Shawn B. Serikatan  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

CAPITAL MORTGAGE COMPANY, LIMITED

By   
Its President

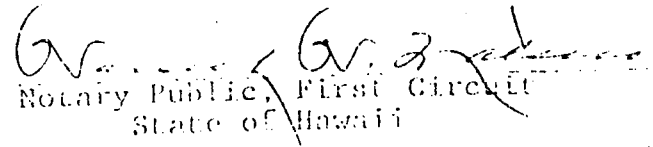
By   
Its Treasurer

Owner of Holiday Plantation Apartment  
No. (s) 68C, 69B, 69C, 70B

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

ss:

On this 13th day of July, 1976, before me  
appeared STUART T. K. HO and DONALD M. WONG  
\_\_\_\_\_, to me personally known, who being  
by me duly sworn, did say that they are the President  
\_\_\_\_\_ and Treasurer  
\_\_\_\_\_ of CAPITAL MORTGAGE COMPANY, LIMITED, a Hawaii corporation,  
that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of  
Directors, and the said Officers acknowledged said instrument to  
be the free act and deed of said corporation.

  
Notary Public, First Circuit  
State of Hawaii

My commission expires: 9/6/76

Richard Masaaki Nariyoshi  
RICHARD MASA AKI NARIYOSHI

Edith Haruye Nariyoshi  
EDITH HARUYE NARIYOSHI

Owner of Holiday Plantation Apartment  
No. (s) 69A

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

On this 26th day of July, 1976, before  
me personally appeared RICHARD MASA AKI NARIYOSHI and  
EDITH HARUYE NARIYOSHI

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that they executed the  
same as their free act and deed.

Edith A. Ezuka  
Notary Public, First Circuit  
State of Hawaii

E. E.  
n. p.

My commission expires: 9/30/78

Robert Koichi Ichimura  
ROBERT KOICHI ICHIMURA

Owner of Holiday Plantation Apartment  
No. (s) 48A

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

On this 9th day of July, 1976, before  
me personally appeared ROBERT KOICHI ICHIMURA

to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

Sharon A. Srikantan  
Notary Public, First Circuit  
State of Hawaii

My commission expires: September 15, 1979

All of that certain parcel of land situate at Makaha, Waianae, District of Waianae, City and County of Honolulu, State of Hawaii, described as follows:

Lot 1009-B, area 28.070 acres, as shown on Map 128, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1052 (amended) of Waianae Company.

Together with a right of way over Lot 975, known as Kili Drive, and over Lot 1005, known as Huipu Drive, and over Lot 1009-A for the purpose of maintaining Easement 144 (a surface drainage area) and Easement 145 (a sanitary sewerline), as set forth by Land Court Order No. 45667, filed October 20, 1976.

Being all of the land described in Transfer Certificate of Title No. 168,854.

Subject to all encumbrances set forth in said Transfer Certificate of Title.

HOL JAY PLANTATION

DESCRIPTION OF BUILDINGS AND APARTMENTS

There are five hundred and seventy-two (572) apartments plus one (1) resident manager's office located in forty-one (41) buildings. The resident manager's office is unnumbered and is located in Building No. 62. The apartments are of three (3) types, two-bedroom (2BR), three-bedroom (3BR) and townhouse (TH). The two-bedroom and three-bedroom apartments are single-story units with locations either on the first, second or third floors. The townhouse apartments are two-story units. The ground floor apartments are designated "A", the second floor apartments, "B", and the third floor apartments, "C". The number of units in each building is as follows:

<u>BUILDING NOS.</u>	<u>NUMBER OF UNITS IN BUILDING</u>	<u>TOTAL NUMBER OF UNITS</u>
8	2	2
1, 3, 26, 30, 36, 38	4	24
2, 19, 28	6	18
6, 11, 13, 14, 18, 20, 23, 24, 25, 29, 34	12	132
4, 5, 7, 9, 10, 12, 15, 21, 22, 33, 40	18	198
16, 17, 27, 32, 35, 37, 39	24	168
31	30	<u>30</u>
		572

Each building consists of two or three stories and is of wood frame construction. The location of each building and apartment and the number of each apartment is as shown on the Condominium Map. None of the buildings have basements. As shown on the Condominium Map, each apartment has immediate access to an entryway and then via stairways and walkways to sidewalks, all of the foregoing being common elements. The apartment number, type, approximate area, location, number of rooms and common interest are set forth hereinafter. All apartment square footage figures exclude lanais, are approximate and are based on measurements to the center line of party walls, to the inside of outside walls and omitting duct space.

APARTMENT NUMBER	APARTMENT TYPE	APARTMENT OF APARTMENT (Excl. Lanais)	DATE AREA	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
1-A	2BR	830 sq. ft.		1	5	.1721
1-B	2BR	830 sq. ft.		1	5	.1721
2-A	2BR	830 sq. ft.		1	5	.1721
2-B	2BR	830 sq. ft.		1	5	.1721
3-A	2BR	815 sq. ft.		2	5	.1721
3-B	2BR	815 sq. ft.		2	5	.1721
3-C	2BR	815 sq. ft.		2	5	.1721
4-A	2BR	815 sq. ft.		2	5	.1721
4-B	2BR	815 sq. ft.		2	5	.1721
4-C	2BR	815 sq. ft.		2	5	.1721
5-A	2BR	830 sq. ft.		3	5	.1721
5-B	2BR	830 sq. ft.		3	5	.1721
6-A	2BR	830 sq. ft.		3	5	.1721
6-B	2BR	830 sq. ft.		3	5	.1721
7-A	3BR	993 sq. ft.		4	6	.2099
7-B	3BR	993 sq. ft.		4	6	.2099
7-C	3BR	993 sq. ft.		4	6	.2099
8-A	2BR	815 sq. ft.		4	5	.1721
8-B	2BR	815 sq. ft.		4	5	.1721
8-C	2BR	815 sq. ft.		4	5	.1721
9-A	2BR	815 sq. ft.		4	5	.1721
9-B	2BR	815 sq. ft.		4	5	.1721
9-C	2BR	815 sq. ft.		4	5	.1721
10-A	2BR	815 sq. ft.		4	5	.1721
10-B	2BR	815 sq. ft.		4	5	.1721
10-C	2BR	815 sq. ft.		4	5	.1721
11-A	2BR	815 sq. ft.		4	5	.1721
11-B	2BR	815 sq. ft.		4	5	.1721
11-C	2BR	815 sq. ft.		4	5	.1721
12-A	2BR	815 sq. ft.		4	5	.1721
12-B	2BR	815 sq. ft.		4	5	.1721
12-C	2BR	815 sq. ft.		4	5	.1721
13-A	2BR	815 sq. ft.		5	5	.1721
13-B	2BR	815 sq. ft.		5	5	.1721
13-C	2BR	815 sq. ft.		5	5	.1721
14-A	2BR	815 sq. ft.		5	5	.1721
14-B	2BR	815 sq. ft.		5	5	.1721
14-C	2BR	815 sq. ft.		5	5	.1721
15-A	2BR	815 sq. ft.		5	5	.1721
15-B	2BR	815 sq. ft.		5	5	.1721
15-C	2BR	815 sq. ft.		5	5	.1721
16-A	2BR	815 sq. ft.		5	5	.1721
16-B	2BR	815 sq. ft.		5	5	.1721
16-C	2BR	815 sq. ft.		5	5	.1721
17-A	2BR	815 sq. ft.		5	5	.1721
17-B	2BR	815 sq. ft.		5	5	.1721
17-C	2BR	815 sq. ft.		5	5	.1721
18-A	2BR	822 sq. ft.		5	5	.1721
18-B	2BR	822 sq. ft.		5	5	.1721
18-C	2BR	822 sq. ft.		5	5	.1721
19-A	2BR	815 sq. ft.		6	5	.1721
19-B	2BR	815 sq. ft.		6	5	.1721
19-C	2BR	815 sq. ft.		6	5	.1721
20-A	2BR	815 sq. ft.		6	5	.1721
20-B	2BR	815 sq. ft.		6	5	.1721
20-C	2BR	815 sq. ft.		6	5	.1721
21-A	2BR	815 sq. ft.		6	5	.1721
21-B	2BR	815 sq. ft.		6	5	.1721
21-C	2BR	815 sq. ft.		6	5	.1721
22-A	2BR	815 sq. ft.		6	5	.1721
22-B	2BR	815 sq. ft.		6	5	.1721
22-C	2BR	815 sq. ft.		6	5	.1721

APARTMENT NUMBER	APARTMENT TYPE	APPROXIMATE AREA OF APARTMENT (Excl. Lanais)	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
108-A	3BR	993 sq. ft.	23	6	.2099
108-B	3BR	993 sq. ft.	23	6	.2099
108-C	3BR	993 sq. ft.	23	6	.2099
109-A	2BR	815 sq. ft.	24	5	.1721
109-B	2BR	815 sq. ft.	24	5	.1721
109-C	2BR	815 sq. ft.	24	5	.1721
110-A	2BR	815 sq. ft.	24	5	.1721
110-B	2BR	815 sq. ft.	24	5	.1721
110-C	2BR	815 sq. ft.	24	5	.1721
111-A	2BR	815 sq. ft.	24	5	.1721
111-B	2BR	815 sq. ft.	24	5	.1721
111-C	2BR	815 sq. ft.	24	5	.1721
112-A	2BR	815 sq. ft.	24	5	.1721
112-B	2BR	815 sq. ft.	24	5	.1721
112-C	2BR	815 sq. ft.	24	5	.1721
113-A	2BR	815 sq. ft.	25	5	.1721
113-B	2BR	815 sq. ft.	25	5	.1721
113-C	2BR	815 sq. ft.	25	5	.1721
114-A	2BR	815 sq. ft.	25	5	.1721
114-B	2BR	815 sq. ft.	25	5	.1721
114-C	2BR	815 sq. ft.	25	5	.1721
115-A	2BR	815 sq. ft.	25	5	.1721
115-B	2BR	815 sq. ft.	25	5	.1721
115-C	2BR	815 sq. ft.	25	5	.1721
116-A	2BR	815 sq. ft.	25	5	.1721
116-B	2BR	815 sq. ft.	25	5	.1721
116-C	2BR	815 sq. ft.	25	5	.1721
117-A	2BR	830 sq. ft.	26	5	.1721
117-B	2BR	830 sq. ft.	26	5	.1721
118-A	2BR	830 sq. ft.	26	5	.1721
118-B	2BR	830 sq. ft.	26	5	.1721
119-A	2BR	815 sq. ft.	27	5	.1721
119-B	2BR	815 sq. ft.	27	5	.1721
119-C	2BR	815 sq. ft.	27	5	.1721
120-A	2BR	815 sq. ft.	27	5	.1721
120-B	2BR	815 sq. ft.	27	5	.1721
120-C	2BR	815 sq. ft.	27	5	.1721
121-A	2BR	815 sq. ft.	27	5	.1721
121-B	2BR	815 sq. ft.	27	5	.1721
121-C	2BR	815 sq. ft.	27	5	.1721
122-A	2BR	815 sq. ft.	27	5	.1721
122-B	2BR	815 sq. ft.	27	5	.1721
122-C	2BR	815 sq. ft.	27	5	.1721
123-A	2BR	815 sq. ft.	27	5	.1721
123-B	2BR	815 sq. ft.	27	5	.1721
123-C	2BR	815 sq. ft.	27	5	.1721
124-A	2BR	815 sq. ft.	27	5	.1721
124-B	2BR	815 sq. ft.	27	5	.1721
124-C	2BR	815 sq. ft.	27	5	.1721
125-A	2BR	815 sq. ft.	27	5	.1721
125-B	2BR	815 sq. ft.	27	5	.1721
125-C	2BR	815 sq. ft.	27	5	.1721
126-A	2BR	822 sq. ft.	27	5	.1721
126-B	2BR	822 sq. ft.	27	5	.1721
126-C	2BR	822 sq. ft.	27	5	.1721
127-A	2BR	822 sq. ft.	28	5	.1721
127-B	2BR	822 sq. ft.	28	5	.1721
127-C	2BR	822 sq. ft.	28	5	.1721
128-A	2BR	815 sq. ft.	28	5	.1721
128-B	2BR	815 sq. ft.	28	5	.1721
128-C	2BR	815 sq. ft.	28	5	.1721
129-A	2BR	815 sq. ft.	29	5	.1721
129-B	2BR	815 sq. ft.	29	5	.1721
129-C	2BR	815 sq. ft.	29	5	.1721



APARTMENT NUMBER	APARTMENT TYPE	A OF APARTMENT (Excl. Lanais)	LOCIMATE AREA sq. ft.	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
130-A	2BR	815	sq. ft.	29	5	.1721
130-B	2BR	815	sq. ft.	29	5	.1721
130-C	2BR	815	sq. ft.	29	5	.1721
131-A	2BR	815	sq. ft.	29	5	.1721
131-B	2BR	815	sq. ft.	29	5	.1721
131-C	2BR	815	sq. ft.	29	5	.1721
132-A	2BR	815	sq. ft.	29	5	.1721
132-B	2BR	815	sq. ft.	29	5	.1721
132-C	2BR	815	sq. ft.	29	5	.1721
133-A	2BR	830	sq. ft.	30	5	.1721
133-B	2BR	830	sq. ft.	30	5	.1721
134-A	2BR	830	sq. ft.	30	5	.1721
134-B	2BR	830	sq. ft.	30	5	.1721
135-A	3BR	993	sq. ft.	31	6	.2099
135-B	3BR	993	sq. ft.	31	6	.2099
135-C	3BR	993	sq. ft.	31	6	.2099
136-A	2BR	815	sq. ft.	31	5	.1721
136-B	2BR	815	sq. ft.	31	5	.1721
136-C	2BR	815	sq. ft.	31	5	.1721
137-A	2BR	815	sq. ft.	31	5	.1721
137-B	2BR	815	sq. ft.	31	5	.1721
137-C	2BR	815	sq. ft.	31	5	.1721
138-A	2BR	815	sq. ft.	31	5	.1721
138-B	2BR	815	sq. ft.	31	5	.1721
138-C	2BR	815	sq. ft.	31	5	.1721
139-A	2BR	815	sq. ft.	31	5	.1721
139-B	2BR	815	sq. ft.	31	5	.1721
139-C	2BR	815	sq. ft.	31	5	.1721
140-A	2BR	815	sq. ft.	31	5	.1721
140-B	2BR	815	sq. ft.	31	5	.1721
140-C	2BR	815	sq. ft.	31	5	.1721
141-A	2BR	815	sq. ft.	31	5	.1721
141-B	2BR	815	sq. ft.	31	5	.1721
141-C	2BR	815	sq. ft.	31	5	.1721
142-A	2BR	815	sq. ft.	31	5	.1721
142-B	2BR	815	sq. ft.	31	5	.1721
142-C	2BR	815	sq. ft.	31	5	.1721
143-A	2BR	815	sq. ft.	31	5	.1721
143-B	2BR	815	sq. ft.	31	5	.1721
143-C	2BR	815	sq. ft.	31	5	.1721
144-A	3BR	993	sq. ft.	31	6	.2099
144-B	3BR	993	sq. ft.	31	6	.2099
144-C	3BR	993	sq. ft.	31	6	.2099
145-A	2BR	815	sq. ft.	32	5	.1721
145-B	2BR	815	sq. ft.	32	5	.1721
145-C	2BR	815	sq. ft.	32	5	.1721
146-A	2BR	815	sq. ft.	32	5	.1721
146-B	2BR	815	sq. ft.	32	5	.1721
146-C	2BR	815	sq. ft.	32	5	.1721
147-A	2BR	815	sq. ft.	32	5	.1721
147-B	2BR	815	sq. ft.	32	5	.1721
147-C	2BR	815	sq. ft.	32	5	.1721
148-A	2BR	815	sq. ft.	32	5	.1721
148-B	2BR	815	sq. ft.	32	5	.1721
148-C	2BR	815	sq. ft.	32	5	.1721
149-A	2BR	815	sq. ft.	32	5	.1721
149-B	2BR	815	sq. ft.	32	5	.1721
149-C	2BR	815	sq. ft.	32	5	.1721
150-A	2BR	815	sq. ft.	32	5	.1721
150-B	2BR	815	sq. ft.	32	5	.1721
150-C	2BR	815	sq. ft.	32	5	.1721

APARTMENT NUMBER	APARTMENT TYPE	APXIMATE AREA OF APARTMENT (Excl. Lanais)	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
151-A	2BR	815 sq. ft.	32	5	.1721
151-B	2BR	815 sq. ft.	32	5	.1721
151-C	2BR	815 sq. ft.	32	5	.1721
152-A	2BR	815 sq. ft.	32	5	.1721
152-B	2BR	815 sq. ft.	32	5	.1721
152-C	2BR	815 sq. ft.	32	5	.1721
153-A	2BR	822 sq. ft.	33	5	.1721
153-B	2BR	822 sq. ft.	33	5	.1721
153-C	2BR	822 sq. ft.	33	5	.1721
154-A	2BR	815 sq. ft.	33	5	.1721
154-B	2BR	815 sq. ft.	33	5	.1721
154-C	2BR	815 sq. ft.	33	5	.1721
155-A	2BR	815 sq. ft.	33	5	.1721
155-B	2BR	815 sq. ft.	33	5	.1721
155-C	2BR	815 sq. ft.	33	5	.1721
156-A	2BR	815 sq. ft.	33	5	.1721
156-B	2BR	815 sq. ft.	33	5	.1721
156-C	2BR	815 sq. ft.	33	5	.1721
157-A	2BR	815 sq. ft.	33	5	.1721
157-B	2BR	815 sq. ft.	33	5	.1721
157-C	2BR	815 sq. ft.	33	5	.1721
158-A	3BR	993 sq. ft.	33	6	.2099
158-B	3BR	993 sq. ft.	33	6	.2099
158-C	3BR	993 sq. ft.	33	6	.2099
159-A	2BR	815 sq. ft.	34	5	.1721
159-B	2BR	815 sq. ft.	34	5	.1721
159-C	2BR	815 sq. ft.	34	5	.1721
160-A	2BR	815 sq. ft.	34	5	.1721
160-B	2BR	815 sq. ft.	34	5	.1721
160-C	2BR	815 sq. ft.	34	5	.1721
161-A	2BR	815 sq. ft.	34	5	.1721
161-B	2BR	815 sq. ft.	34	5	.1721
161-C	2BR	815 sq. ft.	34	5	.1721
162-A	2BR	815 sq. ft.	34	5	.1721
162-B	2BR	815 sq. ft.	34	5	.1721
162-C	2BR	815 sq. ft.	34	5	.1721
163-A	2BR	822 sq. ft.	35	5	.1721
163-B	2BR	822 sq. ft.	35	5	.1721
163-C	2BR	822 sq. ft.	35	5	.1721
164-A	2BR	815 sq. ft.	35	5	.1721
164-B	2BR	815 sq. ft.	35	5	.1721
164-C	2BR	815 sq. ft.	35	5	.1721
165-A	2BR	815 sq. ft.	35	5	.1721
165-B	2BR	815 sq. ft.	35	5	.1721
165-C	2BR	815 sq. ft.	35	5	.1721
166-A	2BR	815 sq. ft.	35	5	.1721
166-B	2BR	815 sq. ft.	35	5	.1721
166-C	2BR	815 sq. ft.	35	5	.1721
167-A	2BR	815 sq. ft.	35	5	.1721
167-B	2BR	815 sq. ft.	35	5	.1721
167-C	2BR	815 sq. ft.	35	5	.1721
168-A	2BR	815 sq. ft.	35	5	.1721
168-B	2BR	815 sq. ft.	35	5	.1721
168-C	2BR	815 sq. ft.	35	5	.1721
169-A	2BR	815 sq. ft.	35	5	.1721
169-B	2BR	815 sq. ft.	35	5	.1721
169-C	2BR	815 sq. ft.	35	5	.1721
170-A	2BR	815 sq. ft.	35	5	.1721
170-B	2BR	815 sq. ft.	35	5	.1721
170-C	2BR	815 sq. ft.	35	5	.1721



<u>APARTMENT NUMBER</u>	<u>APARTMENT TYPE</u>	<u>APPROXIMATE AREA OF APARTMENT (Excl. Lanais)</u>	<u>LOCATED IN BUILDING NO.</u>	<u>NUMBER OF ROOMS IN APARTMENT</u>	<u>PERCENT COMMON INTEREST</u>
193-A	2BR	815 sq. ft.	40	5	.1721
193-E	2BR	815 sq. ft.	40	5	.1721
193-C	2BR	815 sq. ft.	40	5	.1721
194-A	2BR	815 sq. ft.	40	5	.1721
194-B	2BR	815 sq. ft.	40	5	.1721
194-C	2BR	815 sq. ft.	40	5	.1721
195-A	2BR	815 sq. ft.	40	5	.1721
195-B	2BR	815 sq. ft.	40	5	.1721
195-C	2BR	815 sq. ft.	40	5	.1721
196-A	3BR	993 sq. ft.	40	6	.2099
196-B	3BR	993 sq. ft.	40	6	.2099
196-C	3BR	993 sq. ft.	40	6	.2099
Manager's Office	-	502 sq. ft.	62	2	-

February 3, 1977

Dear Holiday Plantation Owner:

Re: Amendment to Declaration  
and By-Laws

Lot 1009, area 41.6 acres, on which the Holiday Plantation Condominium was situated, has been subdivided into Lot 1009-A, area 13.53 acres, and Lot 1009-B, area 28.07 acres. As you know, the Holiday Plantation Amendment to Declaration and By-Laws which you recently executed changes the land underlying the Holiday Plantation Condominium from Lot 1009 to Lot 1009-B. This, of course, has the effect of excluding Lot 1009-A (known as "Phase III") from the condominium.

At the suggestion of the Office of the Assistant Registrar, we plan to add the following sentence to the Amendment to Declaration and By-Laws which you signed:

"The undersigned Mortgagee and Apartment Owners hereby release and quitclaim all of their right, title and interest in and to Lot 1009-A described in Exhibit "C" attached hereto and made a part hereof and, together with the Lessor and Lessee, hereby agree and consent to the amendment of Condominium Map No. 217 to conform to the Amendment to Declaration and By-Laws."

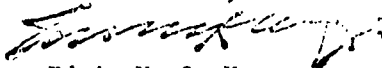
The first part of the above sentence merely confirms that you will no longer have any interest in Lot 1009-A which is being excluded from the condominium. Instead, you will have a larger interest in a smaller condominium project, but with no increase in your maintenance payment as a result thereof. Of course, this was the intention from the beginning and we feel the addition merely states the same thing in another way (see our letter of July 9, 1976).

The second part of the above sentence merely confirms that the condominium map will, of course, be appropriately amended.

While the foregoing seems clear, anyone wishing to contact us regarding same should do so no later than seven (7) days from the date of this letter, at which time it is intended that the Amendment to Declaration and By-Laws with the above sentence (and Exhibit "C") added will be filed with the Office of the Assistant Registrar.

Very truly yours,

HOLIDAY MART, INC.



Edwin K. Q. Yee  
President

dlr/g  
enclosures: Exhibit "C"  
Letter dated 7/9/76

All of that certain parcel of land situate at Makaha, Waianae, District of Waianae, City and County of Honolulu State of Hawaii, described as follows:

Lot 1009-A, area 13.530 acres, as shown on Map 128, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1052 (amended) of Waianae Company.

Together with a right of way over Lot 975, known as Kili Drive, as set forth by Land Court Order No. 45667, filed October 20, 1976.

Being all of the land described in Transfer Certificate of Title No. 186,261.

Subject to all encumbrances set forth in said Transfer Certificate of Title.

EXHIBIT "C"

66-2163

Holiday Mail One  
G. Rothen  
946 1646

REG. NO. 805045  
DOC. NO. 805046

7 2  
7 2

77 FEB 15 PM 2:35

*George H. Bailey*  
16 of 54  
18621

NOTED ON CERTIFICATE NO. \_\_\_\_\_  
IN REGISTERED PAGE \_\_\_\_\_  
TRANSFER OF CERTIFICATE ISSUED  
REGISTRATION NO. \_\_\_\_\_  
BEING CERTIFICATE NO. \_\_\_\_\_ B:

OFFICE OF THE REGISTER  
LAND COURT



APARTMENT NUMBER	APARTMENT TYPE	APPROXIMATE AREA OF APARTMENT (Excl. Lanais)	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
87-A	3BR	993 sq. ft.	19	6	.2099
87-B	3BR	993 sq. ft.	19	6	.2099
87-C	3BR	993 sq. ft.	19	6	.2099
88-A	2BR	815 sq. ft.	19	5	.1721
88-B	2BR	815 sq. ft.	19	5	.1721
88-C	2BR	815 sq. ft.	19	5	.1721
89-A	2BR	815 sq. ft.	20	5	.1721
89-B	2BR	815 sq. ft.	20	5	.1721
89-C	2BR	815 sq. ft.	20	5	.1721
90-A	2BR	815 sq. ft.	20	5	.1721
90-B	2BR	815 sq. ft.	20	5	.1721
90-C	2BR	815 sq. ft.	20	5	.1721
91-A	2BR	815 sq. ft.	20	5	.1721
91-B	2BR	815 sq. ft.	20	5	.1721
91-C	2BR	815 sq. ft.	20	5	.1721
92-A	2BR	815 sq. ft.	20	5	.1721
92-B	2BR	815 sq. ft.	20	5	.1721
92-C	2BR	815 sq. ft.	20	5	.1721
93-A	2BR	815 sq. ft.	21	5	.1721
93-B	2BR	815 sq. ft.	21	5	.1721
93-C	2BR	815 sq. ft.	21	5	.1721
94-A	2BR	815 sq. ft.	21	5	.1721
94-B	2BR	815 sq. ft.	21	5	.1721
94-C	2BR	815 sq. ft.	21	5	.1721
95-A	2BR	815 sq. ft.	21	5	.1721
95-B	2BR	815 sq. ft.	21	5	.1721
95-C	2BR	815 sq. ft.	21	5	.1721
96-A	2BR	815 sq. ft.	21	5	.1721
96-B	2BR	815 sq. ft.	21	5	.1721
96-C	2BR	815 sq. ft.	21	5	.1721
97-A	2BR	815 sq. ft.	21	5	.1721
97-B	2BR	815 sq. ft.	21	5	.1721
97-C	2BR	815 sq. ft.	21	5	.1721
98-A	2BR	822 sq. ft.	21	5	.1721
98-B	2BR	822 sq. ft.	21	5	.1721
98-C	2BR	822 sq. ft.	21	5	.1721
99-A	3BR	993 sq. ft.	22	6	.2099
99-B	3BR	993 sq. ft.	22	6	.2099
99-C	3BR	993 sq. ft.	22	6	.2099
100-A	2BR	815 sq. ft.	22	5	.1721
100-B	2BR	815 sq. ft.	22	5	.1721
100-C	2BR	815 sq. ft.	22	5	.1721
101-A	2BR	815 sq. ft.	22	5	.1721
101-B	2BR	815 sq. ft.	22	5	.1721
101-C	2BR	815 sq. ft.	22	5	.1721
102-A	2BR	815 sq. ft.	22	5	.1721
102-B	2BR	815 sq. ft.	22	5	.1721
102-C	2BR	815 sq. ft.	22	5	.1721
103-A	2BR	815 sq. ft.	22	5	.1721
103-B	2BR	815 sq. ft.	22	5	.1721
103-C	2BR	815 sq. ft.	22	5	.1721
104-A	2BR	815 sq. ft.	22	5	.1721
104-B	2BR	815 sq. ft.	22	5	.1721
104-C	2Bk	815 sq. ft.	22	5	.1721
105-A	2BR	815 sq. ft.	23	5	.1721
105-B	2BR	815 sq. ft.	23	5	.1721
105-C	2BR	815 sq. ft.	23	5	.1721
106-A	2BR	815 sq. ft.	23	5	.1721
106-B	2BR	815 sq. ft.	23	5	.1721
106-C	2BR	815 sq. ft.	23	5	.1721
107-A	2BR	815 sq. ft.	23	5	.1721
107-B	2BR	815 sq. ft.	23	5	.1721
107-C	2BR	815 sq. ft.	23	5	.1721



APARTMENT NUMBER	APARTMENT TYPE	APPROXIMATE AREA OF APARTMENT (Excl. Lanais)	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
66-A	2BR	822 sq. ft.	15	5	.1721
66-B	2BR	822 sq. ft.	15	5	.1721
66-C	2BR	822 sq. ft.	15	5	.1721
67-A	3BR	993 sq. ft.	16	6	.2099
67-B	3BR	993 sq. ft.	16	6	.2099
67-C	3BR	993 sq. ft.	16	6	.2099
68-A	2BR	815 sq. ft.	16	5	.1721
68-B	2BR	815 sq. ft.	16	5	.1721
68-C	2BR	815 sq. ft.	16	5	.1721
69-A	2BR	815 sq. ft.	16	5	.1721
69-B	2BR	815 sq. ft.	16	5	.1721
69-C	2BR	815 sq. ft.	16	5	.1721
70-A	2BR	815 sq. ft.	16	5	.1721
70-B	2BR	815 sq. ft.	16	5	.1721
70-C	2BR	815 sq. ft.	16	5	.1721
71-A	2BR	815 sq. ft.	16	5	.1721
71-B	2BR	815 sq. ft.	16	5	.1721
71-C	2BR	815 sq. ft.	16	5	.1721
72-A	2BR	815 sq. ft.	16	5	.1721
72-B	2BR	815 sq. ft.	16	5	.1721
72-C	2BR	815 sq. ft.	16	5	.1721
73-A	2BR	815 sq. ft.	16	5	.1721
73-B	2BR	815 sq. ft.	16	5	.1721
73-C	2BR	815 sq. ft.	16	5	.1721
74-A	2BR	815 sq. ft.	16	5	.1721
74-B	2BR	815 sq. ft.	16	5	.1721
74-C	2BR	815 sq. ft.	16	5	.1721
75-A	2BR	815 sq. ft.	17	5	.1721
75-B	2BR	815 sq. ft.	17	5	.1721
75-C	2BR	815 sq. ft.	17	5	.1721
76-A	2BR	815 sq. ft.	17	5	.1721
76-B	2BR	815 sq. ft.	17	5	.1721
76-C	2BR	815 sq. ft.	17	5	.1721
77-A	2BR	815 sq. ft.	17	5	.1721
77-B	2BR	815 sq. ft.	17	5	.1721
77-C	2BR	815 sq. ft.	17	5	.1721
78-A	2BR	815 sq. ft.	17	5	.1721
78-B	2BR	815 sq. ft.	17	5	.1721
78-C	2BR	815 sq. ft.	17	5	.1721
79-A	2BR	815 sq. ft.	17	5	.1721
79-B	2BR	815 sq. ft.	17	5	.1721
79-C	2BR	815 sq. ft.	17	5	.1721
80-A	2BR	815 sq. ft.	17	5	.1721
80-B	2BR	815 sq. ft.	17	5	.1721
80-C	2BR	815 sq. ft.	17	5	.1721
81-A	2BR	815 sq. ft.	17	5	.1721
81-B	2BR	815 sq. ft.	17	5	.1721
81-C	2BR	815 sq. ft.	17	5	.1721
82-A	2BR	815 sq. ft.	17	5	.1721
82-B	2BR	815 sq. ft.	17	5	.1721
82-C	2BR	815 sq. ft.	17	5	.1721
83-A	2BR	822 sq. ft.	18	5	.1721
83-B	2BR	822 sq. ft.	18	5	.1721
83-C	2BR	822 sq. ft.	18	5	.1721
84-A	2BR	815 sq. ft.	18	5	.1721
84-B	2BR	815 sq. ft.	18	5	.1721
84-C	2BR	815 sq. ft.	18	5	.1721
85-A	2BR	815 sq. ft.	18	5	.1721
85-B	2BR	815 sq. ft.	18	5	.1721
85-C	2BR	815 sq. ft.	18	5	.1721
86-A	2BR	822 sq. ft.	18	5	.1721
86-B	2BR	822 sq. ft.	18	5	.1721
86-C	2BR	822 sq. ft.	18	5	.1721

APARTMENT NUMBER	APARTMENT TYPE	APPROXIMATE AREA OF APARTMENT (Est. Lanais)	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
45-A	2BR	815 sq. ft.	11	5	.1721
45-B	2BR	815 sq. ft.	11	5	.1721
45-C	2BR	815 sq. ft.	11	5	.1721
46-A	2BR	815 sq. ft.	11	5	.1721
46-B	2BR	815 sq. ft.	11	5	.1721
46-C	2BR	815 sq. ft.	11	5	.1721
47-A	2BR	822 sq. ft.	12	5	.1721
47-B	2BR	822 sq. ft.	12	5	.1721
47-C	2BR	822 sq. ft.	12	5	.1721
48-A	2BR	815 sq. ft.	12	5	.1721
48-B	2BR	815 sq. ft.	12	5	.1721
48-C	2BR	815 sq. ft.	12	5	.1721
49-A	2BR	815 sq. ft.	12	5	.1721
49-B	2BR	815 sq. ft.	12	5	.1721
49-C	2BR	815 sq. ft.	12	5	.1721
50-A	2BR	815 sq. ft.	12	5	.1721
50-B	2BR	815 sq. ft.	12	5	.1721
50-C	2BR	815 sq. ft.	12	5	.1721
51-A	2BR	815 sq. ft.	12	5	.1721
51-B	2BR	815 sq. ft.	12	5	.1721
51-C	2BR	815 sq. ft.	12	5	.1721
52-A	3BR	993 sq. ft.	12	6	.2099
52-B	3BR	993 sq. ft.	12	6	.2099
52-C	3BR	993 sq. ft.	12	6	.2099
53-A	2BR	815 sq. ft.	13	5	.1721
53-B	2BR	815 sq. ft.	13	5	.1721
53-C	2BR	815 sq. ft.	13	5	.1721
54-A	2BR	815 sq. ft.	13	5	.1721
54-B	2BR	815 sq. ft.	13	5	.1721
54-C	2BR	815 sq. ft.	13	5	.1721
55-A	2BR	815 sq. ft.	13	5	.1721
55-B	2BR	815 sq. ft.	13	5	.1721
55-C	2BR	815 sq. ft.	13	5	.1721
56-A	2BR	822 sq. ft.	13	5	.1721
56-B	2BR	822 sq. ft.	13	5	.1721
56-C	2BR	822 sq. ft.	13	5	.1721
57-A	2BR	822 sq. ft.	14	5	.1721
57-B	2BR	822 sq. ft.	14	5	.1721
57-C	2BR	822 sq. ft.	14	5	.1721
58-A	2BR	815 sq. ft.	14	5	.1721
58-B	2BR	815 sq. ft.	14	5	.1721
58-C	2BR	815 sq. ft.	14	5	.1721
59-A	2BR	815 sq. ft.	14	5	.1721
59-B	2BR	815 sq. ft.	14	5	.1721
59-C	2BR	815 sq. ft.	14	5	.1721
60-A	2BR	815 sq. ft.	14	5	.1721
60-B	2BR	815 sq. ft.	14	5	.1721
60-C	2BR	815 sq. ft.	14	5	.1721
61-A	2BR	822 sq. ft.	15	5	.1721
61-B	2BR	822 sq. ft.	15	5	.1721
61-C	2BR	822 sq. ft.	15	5	.1721
62-A	2BR	815 sq. ft.	15	5	.1721
62-B	2BR	815 sq. ft.	15	5	.1721
62-C	2BR	815 sq. ft.	15	5	.1721
63-A	2BR	815 sq. ft.	15	5	.1721
63-B	2BR	815 sq. ft.	15	5	.1721
63-C	2BR	815 sq. ft.	15	5	.1721
64-A	2BR	815 sq. ft.	15	5	.1721
64-B	2BR	815 sq. ft.	15	5	.1721
64-C	2BR	815 sq. ft.	15	5	.1721
65-A	2BR	815 sq. ft.	15	5	.1721
65-B	2BR	815 sq. ft.	15	5	.1721
65-C	2BR	815 sq. ft.	15	5	.1721

APARTMENT NUMBER	APARTMENT TYPE	APARTMENT OF APARTMENT (Excl. Lanais)	LOCATED IN BUILDING NO.	NUMBER OF ROOMS IN APARTMENT	PERCENT COMMON INTEREST
23-A	2BR	815 sq. ft.	7	5	.1721
23-B	2BR	815 sq. ft.	7	5	.1721
23-C	2BR	815 sq. ft.	7	5	.1721
24-A	2BR	815 sq. ft.	7	5	.1721
24-B	2BR	815 sq. ft.	7	5	.1721
24-C	2BR	815 sq. ft.	7	5	.1721
25-A	2BR	815 sq. ft.	7	5	.1721
25-B	2BR	815 sq. ft.	7	5	.1721
25-C	2BR	815 sq. ft.	7	5	.1721
26-A	2BR	815 sq. ft.	7	5	.1721
26-B	2BR	815 sq. ft.	7	5	.1721
26-C	2BR	815 sq. ft.	7	5	.1721
27-A	2BR	815 sq. ft.	7	5	.1721
27-B	2BR	815 sq. ft.	7	5	.1721
27-C	2BR	815 sq. ft.	7	5	.1721
28-A	2BR	815 sq. ft.	7	5	.1721
28-B	2BR	815 sq. ft.	7	5	.1721
28-C	2BR	815 sq. ft.	7	5	.1721
29	TH	1,283 sq. ft.	8	8	.2711
30	TH	1,283 sq. ft.	8	8	.2711
31-A	2BR	815 sq. ft.	9	5	.1721
31-B	2BR	815 sq. ft.	9	5	.1721
31-C	2BR	815 sq. ft.	9	5	.1721
32-A	2BR	815 sq. ft.	9	5	.1721
32-B	2BR	815 sq. ft.	9	5	.1721
32-C	2BR	815 sq. ft.	9	5	.1721
33-A	2BR	815 sq. ft.	9	5	.1721
33-B	2BR	815 sq. ft.	9	5	.1721
33-C	2BR	815 sq. ft.	9	5	.1721
34-A	2BR	815 sq. ft.	9	5	.1721
34-B	2BR	815 sq. ft.	9	5	.1721
34-C	2BR	815 sq. ft.	9	5	.1721
35-A	2BR	815 sq. ft.	9	5	.1721
35-B	2BR	815 sq. ft.	9	5	.1721
35-C	2BR	815 sq. ft.	9	5	.1721
36-A	2BR	822 sq. ft.	9	5	.1721
36-B	2BR	822 sq. ft.	9	5	.1721
36-C	2BR	822 sq. ft.	9	5	.1721
37-A	2BR	815 sq. ft.	10	5	.1721
37-B	2BR	815 sq. ft.	10	5	.1721
37-C	2BR	815 sq. ft.	10	5	.1721
38-A	2BR	815 sq. ft.	10	5	.1721
38-B	2BR	815 sq. ft.	10	5	.1721
38-C	2BR	815 sq. ft.	10	5	.1721
39-A	2BR	815 sq. ft.	10	5	.1721
39-B	2BR	815 sq. ft.	10	5	.1721
39-C	2BR	815 sq. ft.	10	5	.1721
40-A	2BR	815 sq. ft.	10	5	.1721
40-B	2BR	815 sq. ft.	10	5	.1721
40-C	2BR	815 sq. ft.	10	5	.1721
41-A	2BR	815 sq. ft.	10	5	.1721
41-B	2BR	815 sq. ft.	10	5	.1721
41-C	2BR	815 sq. ft.	10	5	.1721
42-A	2BR	815 sq. ft.	10	5	.1721
42-B	2BR	815 sq. ft.	10	5	.1721
42-C	2BR	815 sq. ft.	10	5	.1721
43-A	2BR	815 sq. ft.	11	5	.1721
43-B	2BR	815 sq. ft.	11	5	.1721
43-C	2BR	815 sq. ft.	11	5	.1721
44-A	2BR	815 sq. ft.	11	5	.1721
44-B	2BR	815 sq. ft.	11	5	.1721
44-C	2BR	815 sq. ft.	11	5	.1721

CERTIFICATE OF REGISTERED ARCHITECT  
FOR  
MAKAHA VALLEY PLANTATION

CONDOMINIUM MAP NO. 217, AS AMENDED

I HEREBY CERTIFY that the map of MAKAHA VALLEY PLANTATION condominium project, heretofore filed as Condominium Map No. 217, as amended, and as further amended by the sheet numbered A-1 filed contemporaneously herewith, is an accurate copy of portions of the plans of the building or buildings as filed with and approved by the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings.

DATED: Honolulu, Hawaii, December 6, 1978.

Douglas K. Sonoda  
DOUGLAS K. SONODA  
Registered Professional Architect  
Hawaii No. 2377

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

DOUGLAS K. SONODA, being first duly sworn on oath, deposes and says: That he is Registered Professional Architect No. 2377 in the State of Hawaii, has read the foregoing certificate, knows the contents thereof and that the same are true.

Douglas K. Sonoda  
DOUGLAS K. SONODA

Subscribed and sworn to before  
me this 6<sup>th</sup> day of  
December, 1978.

James H. August  
Notary Public, First Circuit  
State of Hawaii

My Commission Expires 11/9/80

WHEREAS, the Declaration provided for the organization and operation of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION (the "Association") in accordance with the By-Laws which were attached to the Declaration and incorporated into it by reference ("the By-Laws") as the same have been amended from time to time; and

WHEREAS, pursuant to Section 514A-82(b)(2) Hawaii Revised Statutes, owners of at least sixty-five percent (65%) of the common interest of the Association have given their written consent to amend the Association's By-Laws as set forth below;

NOW THEREFORE, the By-Laws are amended as follows:

Article III, Section 1 of the By-Laws is hereby amended to read as follows:

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than seven (7) persons nor more than nine (9) persons, as determined by the apartment owners at each annual meeting, each of whom shall be the owner, co-owner, or spouse of an apartment owner of record, a vendee under an agreement of sale of an apartment, or an officer of any corporate owner of an apartment. The partners of a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. No resident manager shall serve on the Board of Directors.

Article III, Section 3 of the By-Laws is hereby amended to read as follows:

Section 3. Election and Term. Election of directors shall be by secret ballot at each annual meeting and each special meeting called for that purpose. The directors, except as otherwise in these by-laws provided, shall hold office for a period of two years and until their respective successors shall have been elected, subject to removal as herein provided, except that the terms of at least one-third of the directors shall expire annually. Directors shall be elected at each annual meeting to fill the vacancy in the office of director occurring as of the time of such meeting. In case of any increase in the number of directors, the additional directorships so created may be filled by the apartment owners in the same manner as a vacancy in the Board of Directors. In case of any decrease in the number of directors, such decrease shall not have the effect of shortening the term of any incumbent director.

In all other respects, the By-Laws as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the owners and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Makaha Valley Plantation hereby certify that the above amendments were adopted by the written consent of at least sixty-five percent (65%) of the members of the Association.

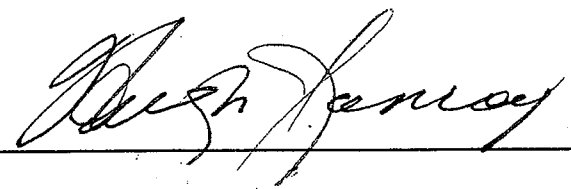
IN WITNESS WHEREOF, the undersigned have executed this instrument on this 14<sup>th</sup> day of May, 2003.

ASSOCIATION OF APARTMENT OWNERS  
OF MAKAHA VALLEY PLANTATION

By: 

Print Name: ALBERT J. DELECONIO

Its: PRESIDENT

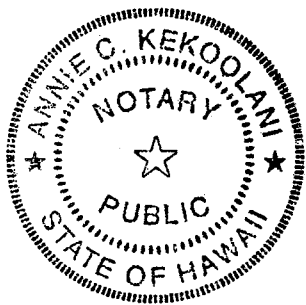
By: 

Print Name: HUGH J. CONROY

Its: SECRETARY

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

On this 14<sup>th</sup> day of MAY, 2003, before me personally appeared Albert J. Deleconio to me personally known, who, being by me duly sworn, did say that he/she is the President of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, an unincorporated association, that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said Albert J. Deleconio acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION.

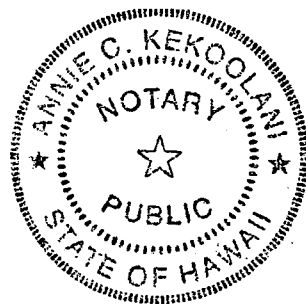


[Signature]

Notary Public signature  
**Annie C. Kekoolani**  
Notary Public print name  
My commission expires: 02-16-06

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

On this 14<sup>th</sup> day of MAY, 2003, before me personally appeared Hugh J. Conroy to me personally known, who, being by me duly sworn, did say that he/she is the Secretary of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION, an unincorporated association, that said Association has no seal, and that said instrument was executed on behalf of said Association by authority of its Board of Directors and said Hugh J. Conroy acknowledged that he/she executed said instrument as his/her free act and deed of the ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION.



[Signature]

Notary Public signature  
**Annie C. Kekoolani**  
Notary Public print name  
My commission expires: 02-16-06

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	1-A	374879	1052	1009-B	128	28.0700	.00
217	1-B	331405	1052	1009-B	128	28.0700	.00
217	10-A	552202	1052	1009-B	128	28.0700	.00
217	10-B	510622	1052	1009-B	128	28.0700	.00
217	10-C	589839	1052	1009-B	128	28.0700	.00
217	100-A	422603	1052	1009-B	128	28.0700	.00
217	100-B	438187	1052	1009-B	128	28.0700	.00
217	100-C	337016	1052	1009-B	128	28.0700	.00
217	101-A	220709	1052	1009-B	128	28.0700	.00
217	101-B	426493	1052	1009-B	128	28.0700	.00
217	101-C	356427	1052	1009-B	128	28.0700	.00
217	102-A	327871	1052	1009-B	128	28.0700	.00
217	102-B	288958	1052	1009-B	128	28.0700	.00
217	102-B	316141	1052	1009-B	128	28.0700	.00
217	102-C	445782	1052	1009-B	128	28.0700	.00
217	103-A	556322	1052	1009-B	128	28.0700	.00
217	103-B	575146	1052	1009-B	128	28.0700	.00
217	103C	607110	1052	1009-B	128	28.0700	.00
217	104-A	493682	1052	1009-B	128	28.0700	.00
217	104-B	317347	1052	1009-B	128	28.0700	.00
217	104-B	574280	1052	1009-B	128	28.0700	.00
217	104-C	590800	1052	1009-B	128	28.0700	.00
217	105-A	592048	1052	1009-B	128	28.0700	.00
217	105-B	564145	1052	1009-B	128	28.0700	.00
217	105-C	328647	1052	1009-B	128	28.0700	.00
217	105-C	333856	1052	1009-B	128	28.0700	.00
217	105-C	402021	1052	1009-B	128	28.0700	.00
217	106-B	457178	1052	1009-B	128	28.0700	.00
217	106-C	600750	1052	1009-B	128	28.0700	.00
217	106A	607991	1052	1009-B	128	28.0700	.00
217	107-A	363534	1052	1009-B	128	28.0700	.00
217	107-B	326511	1052	1009-B	128	28.0700	.00
217	107C	635786	1052	1009-B	128	28.0700	.00
217	108-A	219226	1052	1009-B	128	28.0700	.00
217	108-B	570750	1052	1009-B	128	28.0700	.00
217	108-C	432899	1052	1009-B	128	28.0700	.00
217	109-A	602630	1052	1009-B	128	28.0700	.00
217	109-B	313277	1052	1009-B	128	28.0700	.00
217	109-B	335622	1052	1009-B	128	28.0700	.00
217	109-C	498585	1052	1009-B	128	28.0700	.00
217	11-A	393383	1052	1009-B	128	28.0700	.00

EXHIBIT "A"



CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	11-B	336691	1052	1009-B	128	28.0700	.00
217	11-C &C	374224	1052	1009-B	128	28.0700	.00
217	110-A	604171	1052	1009-B	128	28.0700	.00
217	110-B	330860	1052	1009-B	128	28.0700	.00
217	110-C	219100	1052	1009-B	128	28.0700	.00
217	111-A	219232	1052	1009-B	128	28.0700	.00
217	111-B	594432	1052	1009-B	128	28.0700	.00
217	111-C	596234	1052	1009-B	128	28.0700	.00
217	112-A	601116	1052	1009-B	128	28.0700	.00
217	112-B	492812	1052	1009-B	128	28.0700	.00
217	112C	605980	1052	1009-B	128	28.0700	.00
217	113-A	350209	1052	1009-B	128	28.0700	.00
217	113-B	219237	1052	1009-B	128	28.0700	.00
217	113-C	423149	1052	1009-B	128	28.0700	.00
217	114-B	497529	1052	1009-B	128	28.0700	.00
217	114A	614997	1052	1009-B	128	28.0700	.00
217	114C	616959	1052	1009-B	128	28.0700	.00
217	115-A	403803	1052	1009-B	128	28.0700	.00
217	115-B	411493	1052	1009-B	128	28.0700	.00
217	115-C	553529	1052	1009-B	128	28.0700	.00
217	116-A	307247	1052	1009-B	128	28.0700	.00
217	116-C	566139	1052	1009-B	128	28.0700	.00
217	116B	636449	1052	1009-B	128	28.0700	.00
217	117-A	424046	1052	1009-B	128	28.0700	.00
217	117-B	321303	1052	1009-B	128	28.0700	.00
217	118-B	406462	1052	1009-B	128	28.0700	.00
217	119-A	329530	1052	1009-B	128	28.0700	.00
217	119-C	433975	1052	1009-B	128	28.0700	.00
217	119B	638910	1052	1009-B	128	28.0700	.00
217	11B	626222	1052	1009-B	128	28.0700	.00
217	12-A	305731	1052	1009-B	128	28.0700	.00
217	12-B	405508	1052	1009-B	128	28.0700	.00
217	12-C	570480	1052	1009-B	128	28.0700	.00
217	120-A	325089	1052	1009-B	128	28.0700	.00
217	120-B	582978	1052	1009-B	128	28.0700	.00
217	120-C	212699	1052	1009-B	128	28.0700	.00
217	121-A	567886	1052	1009-B	128	28.0700	.00
217	121-B	214151	1052	1009-B	128	28.0700	.00
217	121-B	371331	1052	1009-B	128	28.0700	.00
217	121-C	574779	1052	1009-B	128	28.0700	.00
217	122-A	510886	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	122-B	563764	1052	1009-B	128	28.0700	.00
217	122C	631621	1052	1009-B	128	28.0700	.00
217	123-A	461863	1052	1009-B	128	28.0700	.00
217	123-B	302986	1052	1009-B	128	28.0700	.00
217	123-C	508098	1052	1009-B	128	28.0700	.00
217	124-A	424562	1052	1009-B	128	28.0700	.00
217	124-B	280588	1052	1009-B	128	28.0700	.00
217	125-A	593662	1052	1009-B	128	28.0700	.00
217	125-B	565342	1052	1009-B	128	28.0700	.00
217	125-C	590797	1052	1009-B	128	28.0700	.00
217	126-B	321099	1052	1009-B	128	28.0700	.00
217	126-C	605243	1052	1009-B	128	28.0700	.00
217	127-B	634357	1052	1009-B	128	28.0700	.00
217	127-C	421391	1052	1009-B	128	28.0700	.00
217	128-A	543043	1052	1009-B	128	28.0700	.00
217	128-C	601536	1052	1009-B	128	28.0700	.00
217	129-B	304040	1052	1009-B	128	28.0700	.00
217	129C	629487	1052	1009-B	128	28.0700	.00
217	129C	644418			0	.0000	.00
217	13-B	342993	1052	1009-B	128	28.0700	.00
217	13-C	219350	1052	1009-B	128	28.0700	.00
217	130-A	456322	1052	1009-B	128	28.0700	.00
217	130-B	349467	1052	1009-B	128	28.0700	.00
217	130C	636604	1052	1009-B	128	28.0700	.00
217	131-A	412342	1052	1009-B	128	28.0700	.00
217	131-B	552787	1052	1009-B	128	28.0700	.00
217	131-C	256558	1052	1009-B	128	28.0700	.00
217	132-B	561213	1052	1009-B	128	28.0700	.00
217	132-C	553335	1052	1009-B	128	28.0700	.00
217	133-A	582370	1052	1009-B	128	28.0700	.00
217	133B	610106	1052	1009-B	128	28.0700	.00
217	134B	614481	1052	1009-B	128	28.0700	.00
217	135-B	213708	1052	1009-B	128	28.0700	.00
217	135-C	287890	1052	1009-B	128	28.0700	.00
217	135A	618013	1052	1009-B	128	28.0700	.00
217	136-A	337167	1052	1009-B	128	28.0700	.00
217	136-B	499615	1052	1009-B	128	28.0700	.00
217	136-C	283054	1052	1009-B	128	28.0700	.00
217	137-A	229102	1052	1009-B	128	28.0700	.00
217	137-B	217312	1052	1009-B	128	28.0700	.00
217	137-C	484351	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	138-A	595478	1052	1009-B	128	28.0700	.00
217	138-C	569169	1052	1009-B	128	28.0700	.00
217	138B	613131	1052	1009-B	128	28.0700	.00
217	139-A	582977	1052	1009-B	128	28.0700	.00
217	139-B	309715	1052	1009-B	128	28.0700	.00
217	139-C	397158	1052	1009-B	128	28.0700	.00
217	13A	618448	1052	1009-B	128	28.0700	.00
217	13A	643299			0	.0000	.00
217	14-A	511293	1052	1009-B	128	28.0700	.00
217	14-C	432337	1052	1009-B	128	28.0700	.00
217	140-A	346946	1052	1009-B	128	28.0700	.00
217	140-B	590937	1052	1009-B	128	28.0700	.00
217	140-C	359919	1052	1009-B	128	28.0700	.00
217	141-A	329333	1052	1009-B	128	28.0700	.00
217	141-A	385212	1052	1009-B	128	28.0700	.00
217	141-B	438868	1052	1009-B	128	28.0700	.00
217	141-C	592882	1052	1009-B	128	28.0700	.00
217	142-A	321611	1052	1009-B	128	28.0700	.00
217	142-B	588774	1052	1009-B	128	28.0700	.00
217	142C	628022	1052	1009-B	128	28.0700	.00
217	142C	644352			0	.0000	.00
217	143-A	352009	1052	1009-B	128	28.0700	.00
217	143-B	552462	1052	1009-B	128	28.0700	.00
217	143-C	442640	1052	1009-B	128	28.0700	.00
217	144-B	211677	1052	1009-B	128	28.0700	.00
217	144-C	538822	1052	1009-B	128	28.0700	.00
217	144A	610741	1052	1009-B	128	28.0700	.00
217	145-A	476546	1052	1009-B	128	28.0700	.00
217	145-C	423886	1052	1009-B	128	28.0700	.00
217	145B	622957	1052	1009-B	128	28.0700	.00
217	146-A	452840	1052	1009-B	128	28.0700	.00
217	146B	618443	1052	1009-B	128	28.0700	.00
217	146C	632980	1052	1009-B	128	28.0700	.00
217	147-A	438794	1052	1009-B	128	28.0700	.00
217	147-B	321873	1052	1009-B	128	28.0700	.00
217	147-C	475161	1052	1009-B	128	28.0700	.00
217	148-A	323811	1052	1009-B	128	28.0700	.00
217	148-C	312841	1052	1009-B	128	28.0700	.00
217	148-C	359579	1052	1009-B	128	28.0700	.00
217	148B	618326	1052	1009-B	128	28.0700	.00
217	149-A	351270	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	149-B	320772	1052	1009-B	128	28.0700	.00
217	149C	630058	1052	1009-B	128	28.0700	.00
217	14B	622954	1052	1009-B	128	28.0700	.00
217	15-A	493449	1052	1009-B	128	28.0700	.00
217	15-B	218822	1052	1009-B	128	28.0700	.00
217	15-C	599350	1052	1009-B	128	28.0700	.00
217	150-A	301757	1052	1009-B	128	28.0700	.00
217	150-B	252616	1052	1009-B	128	28.0700	.00
217	150-C	216218	1052	1009-B	128	28.0700	.00
217	151-A	297258	1052	1009-B	128	28.0700	.00
217	151-A	344896	1052	1009-B	128	28.0700	.00
217	151-B	394284	1052	1009-B	128	28.0700	.00
217	151-C	215201	1052	1009-B	128	28.0700	.00
217	152-C	473123	1052	1009-B	128	28.0700	.00
217	152A	624394	1052	1009-B	128	28.0700	.00
217	152B	629549	1052	1009-B	128	28.0700	.00
217	153-A	553948	1052	1009-B	128	28.0700	.00
217	153-B	407761	1052	1009-B	128	28.0700	.00
217	153-B	407762	1052	1009-B	128	28.0700	.00
217	153-C	434170	1052	1009-B	128	28.0700	.00
217	154-A	545541	1052	1009-B	128	28.0700	.00
217	154-B	566776	1052	1009-B	128	28.0700	.00
217	154C	618015	1052	1009-B	128	28.0700	.00
217	155-B	516848	1052	1009-B	128	28.0700	.00
217	155-C	318204	1052	1009-B	128	28.0700	.00
217	155A	623404	1052	1009-B	128	28.0700	.00
217	156-A	356125	1052	1009-B	128	28.0700	.00
217	156-B	334378	1052	1009-B	128	28.0700	.00
217	157-A	333368	1052	1009-B	128	28.0700	.00
217	157-B	460728	1052	1009-B	128	28.0700	.00
217	157-C	214851	1052	1009-B	128	28.0700	.00
217	158-B	406463	1052	1009-B	128	28.0700	.00
217	158-C	214767	1052	1009-B	128	28.0700	.00
217	159-A	501186	1052	1009-B	128	28.0700	.00
217	159-B	426997	1052	1009-B	128	28.0700	.00
217	159-C	212593	1052	1009-B	128	28.0700	.00
217	16-A	214352	1052	1009-B	128	28.0700	.00
217	16-B	559692	1052	1009-B	128	28.0700	.00
217	16-C	410695	1052	1009-B	128	28.0700	.00
217	160-A	547325	1052	1009-B	128	28.0700	.00
217	160-B	553471	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	160-C	506714	1052	1009-B	128	28.0700	.00
217	161-A	525074	1052	1009-B	128	28.0700	.00
217	161-B	478361	1052	1009-B	128	28.0700	.00
217	161-C	412440	1052	1009-B	128	28.0700	.00
217	1610	528631	1052	1009-B	128	28.0700	.00
217	162-A	307694	1052	1009-B	128	28.0700	.00
217	162-B	418339	1052	1009-B	128	28.0700	.00
217	162-C	580459	1052	1009-B	128	28.0700	.00
217	163-A	508237	1052	1009-B	128	28.0700	.00
217	163-C	215731	1052	1009-B	128	28.0700	.00
217	163B	636542	1052	1009-B	128	28.0700	.00
217	164-A	213705	1052	1009-B	128	28.0700	.00
217	164-B	476650	1052	1009-B	128	28.0700	.00
217	164-B	549255	1052	1009-B	128	28.0700	.00
217	164-C	440757	1052	1009-B	128	28.0700	.00
217	165-A	213997	1052	1009-B	128	28.0700	.00
217	165-B	213883	1052	1009-B	128	28.0700	.00
217	165C	633299	1052	1009-B	128	28.0700	.00
217	166-A	390951	1052	1009-B	128	28.0700	.00
217	166-B	535388	1052	1009-B	128	28.0700	.00
217	166-C	408448	1052	1009-B	128	28.0700	.00
217	166-C	566980	1052	1009-B	128	28.0700	.00
217	167-A	570116	1052	1009-B	128	28.0700	.00
217	167-B	346557	1052	1009-B	128	28.0700	.00
217	167C	639309	1052	1009-B	128	28.0700	.00
217	168-A	577767	1052	1009-B	128	28.0700	.00
217	168-B	326299	1052	1009-B	128	28.0700	.00
217	168-C	473023	1052	1009-B	128	28.0700	.00
217	168B	643956	1052	1009-B	128	28.0700	.00
217	169-A	336761	1052	1009-B	128	28.0700	.00
217	169-B	441725	1052	1009-B	128	28.0700	.00
217	169-C	299260	1052	1009-B	128	28.0700	.00
217	17-A	339468	1052	1009-B	128	28.0700	.00
217	17-C	563638	1052	1009-B	128	28.0700	.00
217	170-B	523220	1052	1009-B	128	28.0700	.00
217	170-C	432447	1052	1009-B	128	28.0700	.00
217	170A	603715	1052	1009-B	128	28.0700	.00
217	171-B	518051	1052	1009-B	128	28.0700	.00
217	171A	639940	1052	1009-B	128	28.0700	.00
217	172-A	325616	1052	1009-B	128	28.0700	.00
217	172B	610290	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	173-A	541242	1052	1009-B	128	28.0700	.00
217	173-B	406464	1052	1009-B	128	28.0700	.00
217	173-C	388649	1052	1009-B	128	28.0700	.00
217	174-A	334006	1052	1009-B	128	28.0700	.00
217	174-B	588210	1052	1009-B	128	28.0700	.00
217	174-C	292789	1052	1009-B	128	28.0700	.00
217	175-A	550732	1052	1009-B	128	28.0700	.00
217	175-B	375961	1052	1009-B	128	28.0700	.00
217	175-B	375963	1052	1009-B	128	28.0700	.00
217	175-B	572313	1052	1009-B	128	28.0700	.00
217	175-C	512744	1052	1009-B	128	28.0700	.00
217	176-A	299095	1052	1009-B	128	28.0700	.00
217	176-B	328162	1052	1009-B	128	28.0700	.00
217	176-C	259345	1052	1009-B	128	28.0700	.00
217	177-A	420964	1052	1009-B	128	28.0700	.00
217	177-B	404112	1052	1009-B	128	28.0700	.00
217	177C	628930	1052	1009-B	128	28.0700	.00
217	178-A	573630	1052	1009-B	128	28.0700	.00
217	178-B	366296	1052	1009-B	128	28.0700	.00
217	178-C	354249	1052	1009-B	128	28.0700	.00
217	179-A	471050	1052	1009-B	128	28.0700	.00
217	179-C	470728	1052	1009-B	128	28.0700	.00
217	179B	610731	1052	1009-B	128	28.0700	.00
217	17B	607768	1052	1009-B	128	28.0700	.00
217	18-A	542737	1052	1009-B	128	28.0700	.00
217	18-B	218895	1052	1009-B	128	28.0700	.00
217	18-C	308935	1052	1009-B	128	28.0700	.00
217	180-A	426310	1052	1009-B	128	28.0700	.00
217	180-B	601030	1052	1009-B	128	28.0700	.00
217	180-C	323172	1052	1009-B	128	28.0700	.00
217	181-A	560040	1052	1009-B	128	28.0700	.00
217	181-B	324839	1052	1009-B	128	28.0700	.00
217	182-A	583043	1052	1009-B	128	28.0700	.00
217	182-B	423672	1052	1009-B	128	28.0700	.00
217	183-A	426341	1052	1009-B	128	28.0700	.00
217	183-B	291611	1052	1009-B	128	28.0700	.00
217	183-B	457479	1052	1009-B	128	28.0700	.00
217	183-C	476490	1052	1009-B	128	28.0700	.00
217	184-A	402329	1052	1009-B	128	28.0700	.00
217	184-B	555940	1052	1009-B	128	28.0700	.00
217	184-C	449786	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	185-A	364463	1052	1009-B	128	28.0700	.00
217	185-B	567881	1052	1009-B	128	28.0700	.00
217	185-C	547995	1052	1009-B	128	28.0700	.00
217	186-A	492724	1052	1009-B	128	28.0700	.00
217	186-B	603790	1052	1009-B	128	28.0700	.00
217	186-C	400878	1052	1009-B	128	28.0700	.00
217	187-A	210391	1052	1009-B	128	28.0700	.00
217	187-B	317963	1052	1009-B	128	28.0700	.00
217	187C	610608	1052	1009-B	128	28.0700	.00
217	188-A	510625	1052	1009-B	128	28.0700	.00
217	188-B	545568	1052	1009-B	128	28.0700	.00
217	188-C	560777	1052	1009-B	128	28.0700	.00
217	189-B	330967	1052	1009-B	128	28.0700	.00
217	189-C	351726	1052	1009-B	128	28.0700	.00
217	189A	621656	1052	1009-B	128	28.0700	.00
217	19-A	587857	1052	1009-B	128	28.0700	.00
217	190-A	214943	1052	1009-B	128	28.0700	.00
217	190-A	468655	1052	1009-B	128	28.0700	.00
217	190-B	406465	1052	1009-B	128	28.0700	.00
217	190-B	548679	1052	1009-B	128	28.0700	.00
217	190-B	642984	1052	1009-B	128	28.0700	.00
217	190-C	497281	1052	1009-B	128	28.0700	.00
217	191-A	436611	1052	1009-B	128	28.0700	.00
217	191-B	466167	1052	1009-B	128	28.0700	.00
217	191-C	597054	1052	1009-B	128	28.0700	.00
217	192-A	551435	1052	1009-B	128	28.0700	.00
217	192-B	555573	1052	1009-B	128	28.0700	.00
217	192-C	583306	1052	1009-B	128	28.0700	.00
217	193-A	386227	1052	1009-B	128	28.0700	.00
217	193-B	351766	1052	1009-B	128	28.0700	.00
217	193-B	491616	1052	1009-B	128	28.0700	.00
217	193-C	210231	1052	1009-B	128	28.0700	.00
217	193-C	467593	1052	1009-B	128	28.0700	.00
217	194-A	315886	1052	1009-B	128	28.0700	.00
217	194-B	354981	1052	1009-B	128	28.0700	.00
217	194-C	512324	1052	1009-B	128	28.0700	.00
217	195-A	502295	1052	1009-B	128	28.0700	.00
217	195-B	444438	1052	1009-B	128	28.0700	.00
217	195-C	530668	1052	1009-B	128	28.0700	.00
217	196-B	546874	1052	1009-B	128	28.0700	.00
217	196-C	543826	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	196A	624024	1052	1009-B	128	28.0700	.00
217	19B	629392	1052	1009-B	128	28.0700	.00
217	19C	626281	1052	1009-B	128	28.0700	.00
217	2-A	438804	1052	1009-B	128	28.0700	.00
217	2-B	416833	1052	1009-B	128	28.0700	.00
217	20-A	486486	1052	1009-B	128	28.0700	.00
217	20-B	352298	1052	1009-B	128	28.0700	.00
217	20-C	312358	1052	1009-B	128	28.0700	.00
217	21-A	339054	1052	1009-B	128	28.0700	.00
217	21-B	573290	1052	1009-B	128	28.0700	.00
217	21-C	385858	1052	1009-B	128	28.0700	.00
217	22-A	214354	1052	1009-B	128	28.0700	.00
217	22-B	215148	1052	1009-B	128	28.0700	.00
217	22-C	215323	1052	1009-B	128	28.0700	.00
217	23-A	258948	1052	1009-B	128	28.0700	.00
217	23-B	363922	1052	1009-B	128	28.0700	.00
217	23-C	326641	1052	1009-B	128	28.0700	.00
217	24-A	397156	1052	1009-B	128	28.0700	.00
217	24-B	465184	1052	1009-B	128	28.0700	.00
217	24-C	521275	1052	1009-B	128	28.0700	.00
217	25-A	218262	1052	1009-B	128	28.0700	.00
217	25-B	516838	1052	1009-B	128	28.0700	.00
217	25-C	603926	1052	1009-B	128	28.0700	.00
217	25C	645642			0	.0000	.00
217	26-A	217511	1052	1009-B	128	28.0700	.00
217	26-B	554553	1052	1009-B	128	28.0700	.00
217	26-C	604419	1052	1009-B	128	28.0700	.00
217	2609	528458	1052	1009-B	128	28.0700	.00
217	27-A	563800	1052	1009-B	128	28.0700	.00
217	27-C	427001	1052	1009-B	128	28.0700	.00
217	27B	626263	1052	1009-B	128	28.0700	.00
217	28-A	397705	1052	1009-B	128	28.0700	.00
217	28-B	558256	1052	1009-B	128	28.0700	.00
217	28-C	548540	1052	1009-B	128	28.0700	.00
217	28B	639382	1052	1009-B	128	28.0700	.00
217	29	582925	1052	1009-B	128	28.0700	.00
217	3-A	521611	1052	1009-B	128	28.0700	.00
217	3-B	218897	1052	1009-B	128	28.0700	.00
217	30	348353	1052	1009-B	128	28.0700	.00
217	31-A	406445	1052	1009-B	128	28.0700	.00
217	31-B	350952	1052	1009-B	128	28.0700	.00



CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	31-B	500207	1052	1009-B	128	28.0700	.00
217	31-B & C	338789	1052	1009-B	128	28.0700	.00
217	31-C	318607	1052	1009-B	128	28.0700	.00
217	32-B	545048	1052	1009-B	128	28.0700	.00
217	32C	631376	1052	1009-B	128	28.0700	.00
217	33-B	454222	1052	1009-B	128	28.0700	.00
217	33-C	597845	1052	1009-B	128	28.0700	.00
217	34-B	406454	1052	1009-B	128	28.0700	.00
217	35-A	550688	1052	1009-B	128	28.0700	.00
217	35-B	406455	1052	1009-B	128	28.0700	.00
217	35-C	354120	1052	1009-B	128	28.0700	.00
217	36-B	406456	1052	1009-B	128	28.0700	.00
217	36-C	218636	1052	1009-B	128	28.0700	.00
217	37-A	478483	1052	1009-B	128	28.0700	.00
217	37-B	406443	1052	1009-B	128	28.0700	.00
217	37-C	529715	1052	1009-B	128	28.0700	.00
217	38-A	397918	1052	1009-B	128	28.0700	.00
217	38-C	340463	1052	1009-B	128	28.0700	.00
217	38B	622764	1052	1009-B	128	28.0700	.00
217	39-B	322346	1052	1009-B	128	28.0700	.00
217	39-B	462256	1052	1009-B	128	28.0700	.00
217	39-C	589223	1052	1009-B	128	28.0700	.00
217	39A	617403	1052	1009-B	128	28.0700	.00
217	3C	605341	1052	1009-B	128	28.0700	.00
217	4-A	575158	1052	1009-B	128	28.0700	.00
217	4-B	485025	1052	1009-B	128	28.0700	.00
217	4-C	298333	1052	1009-B	128	28.0700	.00
217	40-A	379394	1052	1009-B	128	28.0700	.00
217	40-B	408479	1052	1009-B	128	28.0700	.00
217	40-C	590796	1052	1009-B	128	28.0700	.00
217	41-A	342686	1052	1009-B	128	28.0700	.00
217	41-B	551331	1052	1009-B	128	28.0700	.00
217	41-C	556360	1052	1009-B	128	28.0700	.00
217	42-A	434245	1052	1009-B	128	28.0700	.00
217	42-B	584717	1052	1009-B	128	28.0700	.00
217	42-C	408480	1052	1009-B	128	28.0700	.00
217	42B	646436			0	.0000	.00
217	43-B	472316	1052	1009-B	128	28.0700	.00
217	43-C	330475	1052	1009-B	128	28.0700	.00
217	43-C	330476	1052	1009-B	128	28.0700	.00
217	44-A	406446	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	45-C	412746	1052	1009-B	128	28.0700	.00
217	46-A	543670	1052	1009-B	128	28.0700	.00
217	46-B	342474	1052	1009-B	128	28.0700	.00
217	47-C	549155	1052	1009-B	128	28.0700	.00
217	47A	624253	1052	1009-B	128	28.0700	.00
217	48-B	597423	1052	1009-B	128	28.0700	.00
217	48-C	598467	1052	1009-B	128	28.0700	.00
217	48A	614249	1052	1009-B	128	28.0700	.00
217	49-B	573459	1052	1009-B	128	28.0700	.00
217	49-B	589856	1052	1009-B	128	28.0700	.00
217	49-C	352169	1052	1009-B	128	28.0700	.00
217	49C	645125			0	.0000	.00
217	5-A	534164	1052	1009-B	128	28.0700	.00
217	5-B	455959	1052	1009-B	128	28.0700	.00
217	50-C	555501	1052	1009-B	128	28.0700	.00
217	50B	615645	1052	1009-B	128	28.0700	.00
217	51-A	443629	1052	1009-B	128	28.0700	.00
217	51-B	552020	1052	1009-B	128	28.0700	.00
217	51-C	552021	1052	1009-B	128	28.0700	.00
217	52-A	553064	1052	1009-B	128	28.0700	.00
217	52-B	211732	1052	1009-B	128	28.0700	.00
217	52-C	488365	1052	1009-B	128	28.0700	.00
217	53-A	469439	1052	1009-B	128	28.0700	.00
217	53-C	377518	1052	1009-B	128	28.0700	.00
217	53B	619779	1052	1009-B	128	28.0700	.00
217	54-A	583648	1052	1009-B	128	28.0700	.00
217	54-B	474597	1052	1009-B	128	28.0700	.00
217	55-A	485186	1052	1009-B	128	28.0700	.00
217	55-B	406458	1052	1009-B	128	28.0700	.00
217	55C	620876	1052	1009-B	128	28.0700	.00
217	56-A	542626	1052	1009-B	128	28.0700	.00
217	56-B	389906	1052	1009-B	128	28.0700	.00
217	56-C	323331	1052	1009-B	128	28.0700	.00
217	57-A	496844	1052	1009-B	128	28.0700	.00
217	57-C	284121	1052	1009-B	128	28.0700	.00
217	58-A	369293	1052	1009-B	128	28.0700	.00
217	58-C	324296	1052	1009-B	128	28.0700	.00
217	59-A	428040	1052	1009-B	128	28.0700	.00
217	59-C	581148	1052	1009-B	128	28.0700	.00
217	6-A	350354	1052	1009-B	128	28.0700	.00
217	6-B	214208	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	60-A	504900	1052	1009-B	128	28.0700	.00
217	60-C	328658	1052	1009-B	128	28.0700	.00
217	61-A	447962	1052	1009-B	128	28.0700	.00
217	61-B	519622	1052	1009-B	128	28.0700	.00
217	61-C	406467	1052	1009-B	128	28.0700	.00
217	62-A	335390	1052	1009-B	128	28.0700	.00
217	62-A	486483	1052	1009-B	128	28.0700	.00
217	62-B	597219	1052	1009-B	128	28.0700	.00
217	62-C	444572	1052	1009-B	128	28.0700	.00
217	63A	605288	1052	1009-B	128	28.0700	.00
217	63C	616823	1052	1009-B	128	28.0700	.00
217	64-A	586806	1052	1009-B	128	28.0700	.00
217	64-B	364903	1052	1009-B	128	28.0700	.00
217	64C	622652	1052	1009-B	128	28.0700	.00
217	65-B	488078	1052	1009-B	128	28.0700	.00
217	65-C	560216	1052	1009-B	128	28.0700	.00
217	65A	634579	1052	1009-B	128	28.0700	.00
217	66-A	501864	1052	1009-B	128	28.0700	.00
217	66-C	301265	1052	1009-B	128	28.0700	.00
217	67-A	293161	1052	1009-B	128	28.0700	.00
217	67-A	295426	1052	1009-B	128	28.0700	.00
217	67-B	486485	1052	1009-B	128	28.0700	.00
217	67-C	580027	1052	1009-B	128	28.0700	.00
217	68-A	368295	1052	1009-B	128	28.0700	.00
217	68-B	408482	1052	1009-B	128	28.0700	.00
217	68-C	412439	1052	1009-B	128	28.0700	.00
217	69-B	552397	1052	1009-B	128	28.0700	.00
217	69-C	406469	1052	1009-B	128	28.0700	.00
217	7-A	214347	1052	1009-B	128	28.0700	.00
217	7-B	534393	1052	1009-B	128	28.0700	.00
217	70-A	282492	1052	1009-B	128	28.0700	.00
217	70-C	359344	1052	1009-B	128	28.0700	.00
217	71-A	406449	1052	1009-B	128	28.0700	.00
217	71-C	558153	1052	1009-B	128	28.0700	.00
217	72-A	321233	1052	1009-B	128	28.0700	.00
217	72B	636373	1052	1009-B	128	28.0700	.00
217	72B	644436			0	.0000	.00
217	72C	616091	1052	1009-B	128	28.0700	.00
217	72C	641642	1052	1009-B	128	28.0700	.00
217	73-A	521952	1052	1009-B	128	28.0700	.00
217	73-B	483095	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	73-C	407448	1052	1009-B	128	28.0700	.00
217	74-A	405491	1052	1009-B	128	28.0700	.00
217	74-B	347262	1052	1009-B	128	28.0700	.00
217	74-C	512768	1052	1009-B	128	28.0700	.00
217	75-A	357399	1052	1009-B	128	28.0700	.00
217	75-B	221019	1052	1009-B	128	28.0700	.00
217	75-C	439169	1052	1009-B	128	28.0700	.00
217	75A	638323	1052	1009-B	128	28.0700	.00
217	76-C	407265	1052	1009-B	128	28.0700	.00
217	76A	625060	1052	1009-B	128	28.0700	.00
217	77-A	327711	1052	1009-B	128	28.0700	.00
217	77-A	568363	1052	1009-B	128	28.0700	.00
217	77-B	406459	1052	1009-B	128	28.0700	.00
217	77-C	329677	1052	1009-B	128	28.0700	.00
217	77-C	577931	1052	1009-B	128	28.0700	.00
217	78-A	394984	1052	1009-B	128	28.0700	.00
217	78-B	398042	1052	1009-B	128	28.0700	.00
217	78-C	456778	1052	1009-B	128	28.0700	.00
217	79-A	401324	1052	1009-B	128	28.0700	.00
217	79-B	417469	1052	1009-B	128	28.0700	.00
217	79-C	399208	1052	1009-B	128	28.0700	.00
217	7C	636523	1052	1009-B	128	28.0700	.00
217	8-A	363621	1052	1009-B	128	28.0700	.00
217	8-A	363677	1052	1009-B	128	28.0700	.00
217	8-B	597135	1052	1009-B	128	28.0700	.00
217	80-A	324295	1052	1009-B	128	28.0700	.00
217	80-A	552956	1052	1009-B	128	28.0700	.00
217	80-B	538350	1052	1009-B	128	28.0700	.00
217	80C	619171	1052	1009-B	128	28.0700	.00
217	81-A	406450	1052	1009-B	128	28.0700	.00
217	81-B	557977	1052	1009-B	128	28.0700	.00
217	81C	605543	1052	1009-B	128	28.0700	.00
217	82-A	574790	1052	1009-B	128	28.0700	.00
217	82-B	279864	1052	1009-B	128	28.0700	.00
217	82C	633850	1052	1009-B	128	28.0700	.00
217	83-A	547281	1052	1009-B	128	28.0700	.00
217	83-B	326456	1052	1009-B	128	28.0700	.00
217	83-C	460533	1052	1009-B	128	28.0700	.00
217	84-A	523556	1052	1009-B	128	28.0700	.00
217	84-B	524067	1052	1009-B	128	28.0700	.00
217	84-C	406470	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	84B	641586	1052	1009-B	128	28.0700	.00
217	85B	617404	1052	1009-B	128	28.0700	.00
217	86-A	481185	1052	1009-B	128	28.0700	.00
217	86-B	350575	1052	1009-B	128	28.0700	.00
217	86-C	408484	1052	1009-B	128	28.0700	.00
217	87-A	558003	1052	1009-B	128	28.0700	.00
217	87-B	554419	1052	1009-B	128	28.0700	.00
217	87-C	439294	1052	1009-B	128	28.0700	.00
217	88-A	456861	1052	1009-B	128	28.0700	.00
217	88-B	594500	1052	1009-B	128	28.0700	.00
217	88-C	592561	1052	1009-B	128	28.0700	.00
217	89-A	334509	1052	1009-B	128	28.0700	.00
217	89-C	348452	1052	1009-B	128	28.0700	.00
217	9-A	341921	1052	1009-B	128	28.0700	.00
217	9-B	579312	1052	1009-B	128	28.0700	.00
217	9-C	481629	1052	1009-B	128	28.0700	.00
217	90-A	356100	1052	1009-B	128	28.0700	.00
217	90-B	533417	1052	1009-B	128	28.0700	.00
217	90-C	599484	1052	1009-B	128	28.0700	.00
217	91-A	453213	1052	1009-B	128	28.0700	.00
217	91-B	550731	1052	1009-B	128	28.0700	.00
217	91-C	501495	1052	1009-B	128	28.0700	.00
217	92-B	408486	1052	1009-B	128	28.0700	.00
217	92-C	407720	1052	1009-B	128	28.0700	.00
217	93-A	464078	1052	1009-B	128	28.0700	.00
217	93-B	599553	1052	1009-B	128	28.0700	.00
217	93-C	590433	1052	1009-B	128	28.0700	.00
217	93B	643710	1052	1009-B	128	28.0700	.00
217	94-A	558250	1052	1009-B	128	28.0700	.00
217	94-B	386175	1052	1009-B	128	28.0700	.00
217	94-C	452985	1052	1009-B	128	28.0700	.00
217	95-A	528239	1052	1009-B	128	28.0700	.00
217	95B	610617	1052	1009-B	128	28.0700	.00
217	96-A	511983	1052	1009-B	128	28.0700	.00
217	96-B	387340	1052	1009-B	128	28.0700	.00
217	96-C	490564	1052	1009-B	128	28.0700	.00
217	97-A	348251	1052	1009-B	128	28.0700	.00
217	97-B	408487	1052	1009-B	128	28.0700	.00
217	97-C	589694	1052	1009-B	128	28.0700	.00
217	98-A	557310	1052	1009-B	128	28.0700	.00
217	98-B	584729	1052	1009-B	128	28.0700	.00

CM No	Apt#	TCT#	Land Court Appl/Cons#	Lot#	Map#	Area (acres)	Area (sqft)
217	98-C	408488	1052	1009-B	128	28.0700	.00
217	98B	646435			0	.0000	.00
217	99-A	311710	1052	1009-B	128	28.0700	.00
217	99-A	549595	1052	1009-B	128	28.0700	.00
217	99-B	341414	1052	1009-B	128	28.0700	.00
217	99-C	582303	1052	1009-B	128	28.0700	.00
217	9A	618514	1052	1009-B	128	28.0700	.00
217	A-132	417869	1052	1009-B	128	28.0700	.00
217	A-134	293644	1052	1009-B	128	28.0700	.00
217	C-8	417868	1052	1009-B	128	28.0700	.00
217	VARIOUS	459666	1052	1009-B	128	28.0700	.00

**MAKAHA VALLEY PLANTATION  
ASSOCIATION OF APARTMENT OWNERS  
HOUSE RULES  
(Effective October 1, 2010)**

The purpose of these House Rules is to help protect residents of Makaha Valley Plantation from annoyance and nuisance caused by the improper use of the facilities. These House Rules may be amended as provided in the Bylaws of the Makaha Valley Plantation Association of Apartment Owners (the "Association"). By virtue of taking occupancy all residents agree to comply with all Makaha Valley Plantation rules.

**AUTHORITY**

The full authority and responsibility of enforcing these rules reside with the Board of Directors of the Association (the 'Board'). The Board may delegate said authority and responsibility to a Managing Agent, and/or General Manager as they deem fit. All apartment Owners, Tenants, Guests, and Business Invitees shall be bound by these rules and reasonable and civil standards of conduct whether specifically covered by these House Rules or not.

These House Rules are meant as a framework and to encourage "Responsible Living" within a privately owned gated community. Management and Security shall use good judgment and discretion in dealing with individuals who violate these rules

Compliance with these House Rules is required by Chapter 514B, Hawaii Revised Statutes, as well as by the Association's Declaration of Condominium Property Regime and Bylaws.

**Makaha Valley Plantation Disclaimer of Liability:** All persons using the premises do so at their own risk and must at all times use caution in so doing. The Association, its Officers, Directors, Agents, and Employees shall not be liable in any manner whatsoever for loss of, or damages to any personal property or injury to, or death of, any person whether such loss, damage, injury, or death occurs in an apartment or in the Common or Limited Common Elements.

**Amendment:** These House Rules may be amended by the Board of Directors, subject to the provisions contained in the Bylaws and Declaration.

**Conflicts:** If any provisions of these House Rules conflicts with the terms of the Bylaws

or Declaration, the terms of the Bylaws or Declaration shall prevail, further this revision supersedes all previous Rules publications, except as modified by a Resolution of the Board of Directors.

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### **A. ABBREVIATIONS and DEFINITIONS**

BOD - Board of Directors  
MA - Managing Agent  
MVP - Makaha Valley Plantation



GM - General Manager  
HR - House Rule(s)  
TRO – Temporary Restraining Order

<b>Agent:</b>	Any real estate broker, corporation, firm or individual empowered to act on behalf of any Owner or the Association
<b>Association:</b>	The Association of Apartment Owners of Makaha Valley Plantation.
<b>Board:</b>	The Board of Directors of Makaha Valley Plantation.
<b>Business Invitee:</b>	Any person or business entity entering Makaha Valley Plantation at the invitation of an Owner or Occupant in order to perform a commercial service for that Owner or Occupant.
<b>Bylaws:</b>	The Bylaws of the Association, with all amendments thereto.
<b>Common Areas:</b>	All land areas, entrances and exits of the property or buildings, yards, gardens, recreational facilities, parking areas, wash houses, service areas, all other parts of the property necessary or convenient to its existence, maintenance and safety.
<b>Common Elements:</b>	Essentially, all parts of MVP that serve more than one apartment and all facilities that are normally in common use.
<b>Declaration:</b>	The Declaration of Horizontal Property Regime for Makaha Valley Plantation, with all amendments thereto.
<b>General Manager:</b>	The Association employee retained to oversee the day-to-day affairs of the Association.
<b>Governing Documents:</b>	Collectively, the Declaration, Bylaws and House Rules of Makaha Valley Plantation, with all amendments thereto.
<b>Guest:</b>	A person who resides elsewhere and visits Makaha Valley Plantation at the invitation of an Occupant. This includes non-resident Owners who may visit Occupants and all non-resident family members of Occupants.
<b>Key:</b>	Core key, which is a magnetic metal-tag device used for entry to amenities; electronic fob or swipe card used for access to property and/or amenities.
<b>Limited Common Areas:</b>	Common elements that are specifically designated for the exclusive use of an apartment such as a parking stall or mailbox area.
<b>Management:</b>	Collectively, the Board, Managing Agent and General Manager
<b>Managing Agent:</b>	An independent agent engaged by the Board to manage the affairs of

the Association.

- Occupant:** One who resides in an apartment at MVP, including Tenants, Owners and their co-habitant family/residential members.
- Owner:** The owner or owners of record of an apartment.
- Pets:** Domestic animals such as dogs, cats, birds, and fish are allowed on Makaha Valley Plantation. No other animal qualifies as a legal pet. (See H.4.c.)
- Service Animal** The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.
- Sponsor:** A person who assumes responsibility for some other person or thing
- Temporary Restraining Order** An order of protection ordered by either Family Court or District Court.
- Tenant:** One who occupies an apartment by way of a lease or rental agreement.
- Vehicle:** Any motorized device such as but not limited to automobiles, trucks, vans, buses, motorcycles, sport-utility vehicles, motorbikes, mopeds, mopeds, golf or utility carts, low-speed vehicles, and all other motorized transportation devices of any description except motorized wheelchairs or similar devices used by those physically challenged persons.

## **B. DAMAGES AND FINES**

1. The Board has the authority to take action regarding all violations of the Governing Documents and damage to the common elements or common areas. (All such violations and damage should be reported promptly to the General Manager at 695-9566, or Security as published.)
2. Damage to common elements shall be surveyed by Management and, if the circumstances merit, the cost of repair or replacement and all fees incurred will be assessed against the responsible Owner. Owners shall be held responsible for the conduct of their Tenants, Occupants, Guests, and Business Invitees.
3. Damage to common areas and to other apartments as a result of faulty plumbing, fixtures, etc., within an apartment shall be the responsibility of the responsible apartment Owner.
4. If any person violates these rules, the Association may:
  - a. Enter an apartment and/or limited common element under emergency conditions, which may involve flooding, fire and/or personal injury, and summarily abate and remove, at the expense

of the default Owner, any structure, thing or condition that may exist therein contrary to the intent and purpose of the provisions hereof. The Association shall not thereby be deemed guilty in any manner of trespass therefore; or

- b. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, with all costs thereof, including attorney's fees, to be borne by the defaulting Owner.
5. Interpretation by the Association and enforcement of these House Rules and the other Governing Documents shall be determined at the time of occurrence by Management and in accordance with the House Rules. Decisions of the Association and/or Management shall be respected. Any conflicts may be appealed, in writing by the Homeowner or Authorized Agent, within two weeks of the notice to the Board. Persons violating the Governing Documents or other rules promulgated from time to time by the Association, and appended hereto, may be subject to the following:
- a. Denial of use of recreation areas or other privileges.
  - b. Denial of vehicle registration or vehicle entry permits.
  - c. Monetary fines in dollar amounts with fines and citations to be made at the discretion of the Board in accordance to the severity of the offense. Fines not paid within thirty (30) days of original issuance may be assessed to the Homeowner's maintenance fee. Levied (uncollected) fines may be removed at the discretion of the Board.
  - d. Eviction or other legal proceedings as determined by the Board.
6. Pursuant to the Bylaws, monetary fines will be assessed by Management against the responsible Owner for infractions by Owners or their Tenants, Occupants, Guests or Business Invitees as set forth below.

#### 7. Written Warning

While warnings may be given, there is no requirement that one be given for any violation before a fine or penalty is imposed. Unless otherwise stated, all fines start at fifty dollars (\$50.00).

Any person who violates any of the following House Rules for a second time will be fined double the amount - \$50.00 (\$100.00, etc.) - for the second violation and double for any violation thereafter. For the purpose of this rule, failure to correct the violation within fourteen (14) days will be deemed a second violation.

### **C.1 OCCUPANCY**

1. All persons entering upon the premises of MVP shall register with Management during office hours or Security Office except as defined below.
  - a. All new Occupants are required to register within the first week of occupancy, including vehicle registration and the registration of all pets, if permitted (see paragraph H.3d), with Management during office hours. This includes an orientation of rules and privileges

- b. The number of persons residing in an apartment is limited to no more than five (5) persons in a two (2)-bedroom apartment or seven (7) persons living in a three (3)-bedroom apartment, provided, however, that the Board may allow exceptions to the above-referenced restrictions in order to comply with the Federal and State Fair Housing Acts.
2. No one shall loiter or play on the stairs, landings, walkways, streets, or laundry rooms. Curfews for minors are determined by local ordinance. (Sixteen (16) years of age and under is 10:00 PM.)
3. Owners shall be responsible for the conduct of their Tenants, Occupants or Guests and shall deliver to Occupants and Tenants a copy of the House Rules (in lieu of Governing Documents). If such person fails to observe all of the provisions of the Declaration and Bylaws of the Association and these House Rules, the Owner shall, if requested by the Board, immediately remove the Tenant, Occupant or Guest from the premises without compensation from the Association, or Agents for lost rentals or any other damage resulting there from. Should the Board assign a fine to any Occupant for non-compliance with any of the Association's governing documents, including these rules, the fine will be levied/charged to the Owner of the unit.
4. An Owner whose residence is outside O`ahu, or who is off-Island for more than thirty (30) consecutive days, shall designate a local representative, who need not be a licensed rental agent, to represent their interests. The Association shall not act as Agent for this provision.
5. All off island Owners shall notify the General Manager, in writing, confirming the authorized person(s) assigned to handle the affairs of the apartment, along with email addresses and telephone numbers to be used in case of any emergency. An Owner's Update Form is available for this purpose at the General Manager's office and on MVP's website at [MakahaValleyPlantation.org](http://MakahaValleyPlantation.org). Failure to file this information with MVP Office within forty-five (45) days will result in a One Hundred (\$100.00)-dollar fine.
6. Neither Management nor Security shall receive, hold or distribute apartment keys.
7. Tenancy:
  - a. Owner/Agent shall thoroughly screen prospective Tenants PRIOR to registering a Tenant with the General Manager.
  - b. Owner/Agent shall call the General Manager at Makaha Valley Plantation at 695-9566 for an appointment to register the Tenant(s) with the General Manager.
  - c. It is the Owner/Agent's responsibility to issue the following items to the prospective Tenant:
    - 1) House Rules: Additional copies of the House Rules may be purchased for three (\$3.00) dollars a set from the Management Office. (House Rules are also available to view and/or print online at [MakahaValleyPlantation.org](http://MakahaValleyPlantation.org) web site).
    - 2) Residency Authorization: This form is available at the General Manager's Office at no

charge.

- 3) Lease/Rental Agreement: An Association Lease (rental agreement) Form shall be given to the General Manager, for record purposes, prior to occupancy. A fifty (50)-cent fee is charged for reproduction costs if the Office makes a copy. Upon registering with the General Manager, the Owner/Agent shall ensure that the prospective Tenants are provided all Documents aforementioned. This includes vehicle documents, current registration, safety inspection and Hawaii No-Fault Insurance card, which are all required to obtain the MVP Decal.
- e. Tenants evicted from any unit of the MVP upon demand made by the Board for violations of the Governing Documents shall not be allowed to rent another unit in MVP. Any Owner who knowingly rents a unit to such a former tenant may be assessed a One-Thousand (\$1,000.00) Dollar fine.
  - 1) Anyone knowingly violating a TRO or No Trespass Order shall be fined \$250.
- f. Owners who fail to immediately begin the eviction process of persons previously convicted of manufacturing, growing, possession, distribution, use, solicitation, or sale of illegal or drugs or non-prescription drugs will be fined.
8. Dates and times of impending deliveries or moves consisting of a volume greater than one hundred (100) pounds, shall be arranged with the MVP Office.
9. The Association, at the expense of the responsible Owner, shall repair any damage to the Common Elements caused by the moving of furniture or other personal effects in or out of the premises.
10. **MOVING IN/OUT PROCEDURES**: Moving is allowed between the hours of 8:00AM to 7:00PM. Monday through Friday and 10:00AM to 4:00PM. Saturday and Sunday, except for extenuating occasions and with permission of the Office.

Owners/Agents shall notify the Management office to:

  - a. Clear unpaid Fines incurred by Tenants.
  - b. Surrender MVP Decal(s).
  - c. Inspect parking stalls to check for cleanliness and for abandoned belongings.
11. All apartments of MVP shall be used for residential purposes only.

## **C.2. VISITORS/GUESTS/BUSINESS INVITEES**

1. Residents having guest(s), for a two-(2) day period or greater duration shall complete & sign an Entry Authorization Form available at the Management Office, and Tenants should also notify the Owner/Agent of the unit.
2. **Visitor Vehicle Pass**: Prior to the issuance of a Visitor Vehicle Pass to any Guest, Management shall receive clearance either by phone or in person at the Entry Gate from the Occupant to be visited.

If such clearance is not obtained, Management will deny entry.

- a. Visitors Parking Permit (Day Pass) shall be allowed between the hours of 5AM to 12AM (Midnight) of date issued.
  - b. Next Business Day Pass (NBD) shall be issued by Security to vacationers with rental vehicles or who have not had an opportunity to register their vehicle with the Office because it was closed upon their arrival. The NBD pass is valid from the date of arrival until the next business day that the Management Office is open; and only for the Parking Space assigned to a Unit or to a Temporary Visitor Stall, until another is assigned by the Management Office.
3. Visitor over-night parking shall be allowed between the hours of Midnight (12:00AM) and 5:00AM, with properly issued Parking Pass that has been issued by Security Office and proper authorization. Passes shall be returned no later than 8AM the following day.
  4. Vehicles parked in Visitor Parking Stalls without the required Parking Pass shall be fined Fifty (50.00) Dollars per day.

#### **D. COMMON AREAS, ENTRANCES, LANAI, WINDOWS AND WATERBEDS**

1. No apartment Owner, Occupant or Guest shall place, store or maintain in the halls, lobbies, stairways, landings, walkways, grounds or other Common Elements of Makaha Valley Plantation any furniture, plants, packages, or objects of any kind, nor obstruct transit through such Common Elements in any manner whatsoever. The only exception to this Rule may be a single doormat of modest size and neutral color. The doormat must lie flat in front of the Unit entrance and be kept in good repair.
2. Except as may be expressly permitted in the Declaration or Bylaws, as amended, no apartment Owner or Occupant shall decorate or landscape any entrance, hallway, or planting area, except in accordance with specific plans approved in writing by the Board. Seasonal decorations may be installed on doors, windows and lanai.
3. No personal items, including but not limited to clothes, towels, bathing apparel, toys, brooms, mops, cartons, shoes, slippers, laundry or other objects shall be hung on or from lanais or landing railings, or placed on lanai, doorways, passageways, stairs or landings. Nothing should be attached to the building walls or railings unless approved by management. Lanai may be furnished appropriately with plants (not larger than a 10-gallon container) and/or appropriate lanai furniture, and are to be kept in a clean and orderly manner. Lanai decorations may include wind chimes, artificial hanging plants, and the National or State ensign (American and/or Hawaiian flag), not to exceed 2½ x 4 feet, with exceptions to be approved by Management. Lanais shall not be used for storage of any kind except for small storage containers stored on the unit lanai. Storage container must be neutral in color to match the building, and with height not exceed the height of the lanai railing.
4. Residents shall be responsible for the conduct of all family members and guests while on the common elements and for ensuring that they comply with the House Rules.
5. Each apartment resident shall be responsible for the washing of their windows. The repairs or replacement of windows and screens is the responsibility of the homeowner. No rugs shall be

beaten on lanais, walkways, stairways, or landings, nor dust, rubbish or litter swept from any apartment into the common areas or off the lanai.

6. Litter box containers are not allowed on lanai.
7. Throwing materials from lanai, landings or side balconies is prohibited.
8. Littering in the Common or Limited Common areas is prohibited, including rinsing garbage cans containing debris.
9. Feeding any and all animals in common areas and/or tampering with animal traps is not allowed.
10. Nothing shall be thrown from lanai, windows, landings, stairways, or front doorways, including smoking materials and matches, which are fire hazards. No explosives of any nature whatsoever, including and without limitation fireworks and black powder shall be used on the premises. Any hazardous substances brought onto the property shall be stored properly as to avoid risk of injury or any violation of any state or federal Law or regulation related to hazardous materials. The throwing of firecrackers from lanai and the exploding of any fireworks anywhere within MVP is prohibited. Failure to comply with this regulation shall be cause for immediate eviction and a Five-Hundred (\$500.00) Dollar fine.
11. Threatening display or discharging of firearms or weapons of any kind, including air or CO2 propelled guns, bows and arrows, or slingshots are forbidden within the premises of Makaha Valley Plantation. Failure to comply with this regulation shall be cause for immediate eviction and a One-Thousand (\$1,000.00) Dollar fine.
12. Barbequing by open flame is permitted only in designated barbeque areas.
13. All garbage shall be disposed of in secured bags, then deposited in dumpsters at locations designated for such purpose. Metal objects, such as carts, broken appliances, etc., are not to be placed in the dumpsters. Large objects such as old furniture, mattresses and bicycles are not to be placed in the dumpsters. Each apartment Owner, Tenant or Occupant is responsible for disposing of such items at a city dump or by making arrangements with Management and calling the City Bulk Refuse Collection, to remove the items from an off-property location. All cartons and boxes must be flattened before placement in dumpsters. All contractors or vendors providing renovation services to any unit shall remove and dispose of all materials off property to a proper disposal site. The dumpster shall not be used for these purposes. Failure to comply with the Bulk-Refuse Removal instructions shall result in a One-Hundred (\$100.00) Dollar fine.
14. Solicitation or canvassing shall NOT be allowed on MVP property at any time. Solicitations of proxies or distributions of materials relating to MVP Association matters is permitted by Owners on the Common Elements, provided such solicitation occurs at a reasonable time, place, and manner.
15. Furniture placed by the Association in any Common Area is for use in that specific area and shall not be removed or relocated.
16. Window coverings, curtains and drapes shall be white and shall hang at full length at all times with appropriate tie-backs allowed. This requirement applies only to the fabric visible from outside the

apartment. Draperies or curtains with separate linings may be in any color so long as the lining is white. No Occupant may use bed sheets, towels, or similar items as drapes or cover the windows with newspaper or aluminum foil. All window coverings shall be kept in good condition at all times.

17. Apartment Owners are responsible for any and all damage to Common and Limited Common Elements caused by their Occupants or Guests .
18. Unauthorized signage shall *NOT* be displayed on MVP property, including signs on vehicle windows, apartment windows or doors. Fine of Fifty (\$50.00) Dollars. An exception will be a single "For Sale" sign (8½" x 11") displayed per vehicle, on the inside. The vehicle for sale is subject to all other rules for vehicles kept on MVP property.
19. No flammable liquids, such as gasoline, kerosene, naphtha, other explosives and/or other articles deemed dangerous to life, limb or property may be brought onto the property or stored in any building.
20. No flashing lights, neon lights, spotlights, or exterior lights that cause glare shall be installed. No exterior whistles, bells, horns or other sound devices (except those required for the security of MVP or vehicle alarms and horns used in the normal operation of motor vehicles) will be allowed or used in MVP. Any vehicle alarm which sounds continuously for more than two (2) minutes shall be considered a nuisance and subject to a Fifty-(\$50.00) Dollar fine for the first offense, and which shall be doubled for any subsequent occurrence(s), which may result in denial of entry to the property for thirty (30) days.
21. No waterbeds of any nature shall be allowed in any apartment without prior written approval of the Board. Any Owner or Occupant of an apartment who wishes to install a waterbed must first furnish the Board written evidence of adequate insurance coverage, listing the Association as an additional insured, and must show the Managing Agent a waterproof receptacle in which the waterbed will rest.
22. Abuse in the form of interference, verbal threat, harassment, or any physical threat or contact directed at any Association employee, agents, Board members, their families, or Association contractors will result in a Five-Hundred \$500.00 Dollar fine.
23. Gross negligence or intentional damage to any Common Element will result in a One-Hundred (\$100.00) Dollar fine.
24. Employees working at Makaha Valley Plantation shall not be permitted to live on the premises without the express permission from the Board of Directors. Employees and their family members are not permitted to use the recreational facilities or laundry facilities for personal use except that when visiting the Plantation as a guest of an Occupant, they may use recreational facilities in accordance with the Governing Documents. Those employees who have been given express permission of the Board to live on premises have the same privileges as any other Occupant.
25. Owners who have rented their respective units shall have the right of access with a visitor pass, but release all other privileges to the Tenant of the unit, including the use of recreational facilities, washhouses and the designated parking spaces (unless their Rental Agreement does not include parking).
26. No one except authorized professionals shall go onto the roof of any building.



27. Management shall not be responsible for packages, other deliveries or personal property left at doors of apartments or any other undesignated place on MVP, or left with any employee of the Association.
28. Smoking in Common Element buildings, stairwells, Tennis and Basketball Courts, as well as the Pools and all associated areas except for those surrounding the Barbecues, is prohibited.
29. Climbing on/over/under fences, trees, washhouses, boulders, trellis, and under units are prohibited. Playing on/in/around or climbing over dumpsters is prohibited.
30. Gross misuse of water during the car wash process is prohibited.

## **E. VEHICLES AND PARKING AREAS**

1. All persons, seeking vehicular entry into MVP, shall be identified by the MVP Management Office/Security, as an Owner, Occupant, Tenant, Guest, or Business Invitee in order to be issued a vehicular pass in accordance with regulations established by the Board.  
Permit shall be voided and/or removed at the discretion of the Board, if any of these conditions are not met, or if rental payment is not received by Management within seven (7) business days following the first day of the month

- a. Resident Vehicle Pass:

Management may require and inspect the following prior to issuance of a Resident Vehicle Pass.

- 1) Valid driver's license.
  - 2) Current vehicle registration.
  - 3) Valid liability insurance card.
  - 4) Current safety inspection sticker.
  - 5) Engine and exhaust noise level shall comply with MVP noise standards, as established.
  - 6) No evidence of oil or acid leakage from vehicle.
  - 7) All exterior lights and turn signals in working condition.
  - 8) General good state of repair, appearance, and safe operating conditions; and modified vehicles shall display a State-authorized Alteration Inspection Sticker.
2. Upon entering MVP, drivers shall ensure that their vehicle's radios, stereos and portable sound devices are not audible outside of the vehicle, whenever the vehicle is on MVP property. When operating any vehicle within MVP, or when vehicle is being washed, cleaned, or maintained, the same noise-emission standard shall apply
  3. Vehicle parking.
    - a. Occupants shall not use any parking spaces other than the space or spaces assigned to their apartments. Additional spaces may be made available from time to time at the discretion of Management. Such additional spaces will be allocated on a space-available basis and may be revoked by Management with due notice. Management shall charge and collect a rental fee for

additional spaces as directed by the Board. Private arrangements may be made for the use of additional parking space(s) between an Occupant and the apartment Owner only, for the use of the Owner's designated space(s). Such arrangements shall be clearly stated in writing, signed by the Owner, and filed with Management.

- b. When visiting another area within the MVP property, an Occupant shall not park in a designated visitor's parking space during the time of the visit, unless the Occupant is physically challenged; a City & County handicapped placard is displayed, and a special permit has been issued by Management, or the accommodated individual may park in the designated unit space with the permission of the registered Occupant.
  - c. Parking in refuse/dumpster areas shall be for bicycles, mopeds and motorcycles only. All other vehicles are prohibited.
  - d. Only one (1) extra parking stall shall be allowed for each unit (except as stated in the Declaration), subject to availability and a rental fee. Motorcycles that are registered with the office for the use of available parking in the refuse/ dumpster areas shall be subject to a rental charge as defined by schedule. Failure to pay the parking assessment within the given grace period shall result in the registered vehicle decal being voided and the Occupant shall be unable to obtain a replacement stall for a period of one year.
  - e. Rental rates shall be established from time-to-time by the Board. Rent payment, in full, is due on the first (1st) day of each month. Any stall for which rent is not paid by the seventh (7th) business day of the month shall be rented to someone else, and the name of the former renter shall be removed from the list and the occupant shall not be allowed to re-rent a stall for one year.
  - f. Stalls are rented only on a monthly basis.
- 4. Vehicle speed-limit within MVP is ten (10) miles per hour. No vehicle may pass another vehicle in motion, proceeding in the same direction unless so ordered by Security personnel.
  - 5. Security shall direct all Business Invitees and Guests to appropriate parking spaces.
  - 6. Vehicles shall be parked within the defining white lines and as far forward as possible. Vehicles shall not be backed in. Parallel parking users shall park in the direction of the traffic flow.
  - 7. Unless other specific arrangements have been made with Management/Security in advance, Guests shall park in Guest spaces only.
  - 8. Vehicles shall not be permitted to: deteriorate in appearance, be placed on blocks, stands or jacks, or abandoned within MVP property. Such vehicles shall be towed at the direction of Management and at the vehicle owner's expense. Such acts shall result in a one hundred dollar (\$100) fine assessed to the responsible Homeowner.
  - 9. Washing of vehicles (by MVP Occupants ONLY) shall be accomplished only in the designated area adjacent to the maintenance building. The area shall be thoroughly cleaned by the user, subsequent to use. Hoses will not be provided. Residents must supply their own hoses and be equipped with an auto shut-off nozzle. Use of the car wash area will be between the hours of

7AM and 7PM.

10. Only waxing and polishing shall be permitted in a resident's assigned stall. Automotive repairs, changing oil, flushing of radiators, painting or bodywork are prohibited within MVP property.
11. Vehicles that drip oil, grease, battery acid, transmission fluid, etc., shall be removed from the premises by the vehicle owner/operator immediately upon notification by Management. Failure to remove said vehicle shall result in the vehicle being towed from the premises at the vehicle owner's expense. Said vehicle will be denied re-entry into MVP property until said condition has been corrected to the satisfaction of Management. Owners are responsible for the cleanliness of and damage to their respective parking stalls. Management shall give a written notice to the responsible Owner who shall correct such damage within seven (7) days or be fined plus charged the cost for cleanup and/or asphalt repair or replacement.
12. Bicycles and mopeds may be permitted on MVP upon issuance by Management of an appropriate identifying Decal to be displayed in an appropriate location defined by Management. Prior to issuance of the Decal, mopeds shall be inspected by Management for operating lights, mufflers (if applicable) reflectors, and City and County registration, as required by State statutes. Bicycles may be ridden to and from the main gate. (BOD minutes 3-24-04)
13. Vehicles such as, but not limited to, trailers, oversized vehicles, containers, or moving vans are prohibited on MVP property (except during move-in and move-out, with prior approval from Management).
14. All operators of vehicles shall be duly licensed in accordance with the laws of the State of Hawaii to operate a passenger car unless the vehicle is exempt from such licensing requirements. The license shall be carried on the operator at all times and shown to Management/Security upon request.
15. A vehicle registration policy is in effect, which includes the assignment of vehicle access authorization Decals for registered permanent, temporary, or short-term Occupants. A Decal Deposit currently is set at Fifty (\$50.00) Dollars. Should a vehicle owner violate any one or more of these Rules, the Board reserves the right to revoke the registered resident vehicle owner privileges for thirty (30) days or more if the violation is continuing and fines are unpaid and outstanding.
16. Driving wrong way, against traffic arrows is not allowed.

(See C2. #2, 3, & 4 for Visitors/Guest/ Business Invitees for Visitor's Parking Pass)

## **F. NOISE**

1. No person shall make, or permit to be made in the buildings or on the property, any noise that annoys or interferes with the rights, comfort, or well being of others, such as but not limited to excessively loud social gatherings, television sets, radios, stereo equipment, musical instruments, and domestic disputes. This also applies to Vehicles emitting loud noises caused by "revving" the engines, or by damaged or missing mufflers. MVP Security Personnel are authorized by the Board of Directors to monitor and cite offenders and/or the responsible Owner. Repeat offenses shall

result in appropriate Board action against the offender and/or Owner. Monetary fines shall be levied against the apartment Owner. Horns shall be used for emergency purposes only.

2. Occupant's contractors and MVP personnel making repairs or alterations need to be considerate of Occupants and neighbors. Repairs or maintenance to apartments (except emergency repairs), buildings or grounds shall not be allowed on MVP property before 8:00AM and shall cease by 7:00PM, Monday through Friday, with Saturday and Sunday hours limited to 10:00AM to 4:00PM. Emergency repairs shall not be limited by these restrictions on any day or time.
3. Portable radios; stereo equipment, amplified musical instruments, etc., are not permitted in any Common Area or Element except as provided in these House Rules. Sound devices equipped with earphone headsets are permitted when worn by the user, except while operating a motor vehicle.
5. Quiet hours shall be between 9:00pm until 8:00am. This House Rule will be enforced at all times, and special care will be taken by all persons to refrain from making any loud noises.

## **G. BUILDING AND LANDSCAPE MODIFICATIONS**

1. No structural changes of any type shall be permitted either within or without an apartment without prior written approval of the Board of Directors.

Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or the House Rules, disabled persons shall:

- a. be allowed reasonable modification from the Declaration, the Bylaws, and the House Rules, when necessary, to enable them to use and enjoy their apartments and/or the Common Elements, provided that the disabled person requesting to modify any Common Element shall make a request, in writing. That request shall set forth in detail the nature of the request and the reason that the requesting party needs to make such modification or be granted such an accommodation at their own expense.
  - b. If required by the Board, the modification, when it is no longer required, and at the expense of the disabled person, an estate, or heirs, shall be removed.
2. No alteration or installation, including but not limited to telephone lines, radio and TV cables, and disks or microwave/infra dishes, or changes of any nature shall be made to the exterior surfaces of the buildings or the Common Elements, nor shall window guards, awnings, shades or tinting be installed unless approved in writing by the Board.
  3. To install apartment entry screen doors, approval must be obtained at the Management Office prior to installation. Screen doors must be **black in color**. Any screen doors installed prior to 08/15/07 shall be grandfathered in, but all replacements must meet with current policy. Screen door must be kept in good repair and appearance at all times.
  4. No signs, signals or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window nor from any lanai.

5. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the buildings except for approved air conditioners.
6. No flowers, plants, shrubs, or trees of any kind may be planted on the Common Ground, nor shall the existing landscaping be trimmed, cut, or removed by any unauthorized person. Any Resident may pick fruit within 'arm's reach'. No ladder, pole, or other tool may be used to harvest fruit, except by authorized maintenance or landscape workers. Climbing of trees, except for maintenance by the Association, is prohibited. Any fruit picked is for personal consumption at the Resident's own risk. Fruit may not be sold for commercial purposes. MVP makes no warranties, express or implied, about the quality or safety of any fruit picked on the premises.
7. Board approval must be obtained prior to installation, in any unit, of ceramic tile or wood flooring. Documentation of notice to neighboring units must be included with request.

## H. PETS

1. Cats and dogs shall be registered with Management prior to moving into the Plantation and an identification tag will be worn at all times. The cost to register a pet is Ten (\$10.00) Dollars, which is non-refundable. Such registration shall include proof of liability insurance described below, current shot records, current licensing and a current photo and, if not an owner, written approval from the apartment owner. A current City and County of Honolulu license (if applicable) shall be worn at all times.
2. Pet owners shall procure, at their sole cost and expense, and keep in force during the entire period of time that the pet is kept on the Property a General Liability policy covering liability arising out of the presence of the pet on the property. Such insurance will have minimum limits for each person/each incident:
  - a. Dogs-\$300,000
  - b. All others-\$50,000, or as determined by the Board.

Pet owners shall furnish the Association with a certificate of insurance completed by a duly authorized representative of their insurer certifying that such policy is in force with at least the minimum coverage's and that coverage will not be cancelled, allowed to lapse, or materially changed without thirty (30) days' advance notice to the MVP Association. All insurance will be provided through companies authorized to do business in the State of Hawaii. All coverage required of the owner shall be primary before any insurance program carried by the Association. The MVP Association shall be included as an additional insured under all required insurance policies. The above insurance requirement is not intended to substitute for complete compliance with any applicable Rules.

3. The following restrictions shall be applicable to all pets:
  - a. Owners shall at all times be responsible for any excessive noise made by any permitted pets, including those of any Tenant Occupant or Guest. Pets that make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for half ( ½) an hour or more shall be deemed a nuisance and be promptly removed from MVP

property upon notice from Management. Other behavior may be considered a nuisance on a case-by-case basis.

- b. Animals that may not legally be imported into the State are strictly prohibited.
  - c. No more than two dogs or two cats, or any combination thereof will be allowed per apartment.  
The following animals are the only animals permitted at MVP without prior BOD approval.
    - 1) Dogs – seventy five (75) pounds or under at maturity
    - 2) Cats
    - 3) Fresh water or tropical fish - limited to a twenty 20 gallon tank
    - 4) Birds
  - d. A Tenant, in order to keep a pet, is required to have written permission of the apartment Owner on file with MVP Management.
  - e. Pets in transit can be walked to and from apartments, on a leash no more than four (4) feet in length, and out of the front entrance. Residents are required to have a baggie or waste bag with them to pick up dog feces or waste while walking the dog on and off property.
  - f. Pets shall be confined to an apartment at all times except as stated above and shall not be allowed on lanai unattended by an adult.
  - g. Business Invitees or Guests are not allowed to bring pets onto MVP property (except for service animals).
  - h. Pets shall not be kept, bred or used for any commercial purpose.
  - i. Pet owners are responsible for any damage to the Common Elements caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of each pet owner.
  - j. Pet litter shall **NOT** be discarded in toilets and shall be discarded into securely tied bags in the trash containers.
  - k. Litter containers shall **NOT** be allowed on the lanais. Failure to comply shall result in a One-Hundred (\$100.00) Dollar fine per litter container.
  - l. Pet doors are prohibited.
4. Pets or service animals which exhibit aggressive or threatening behavior or which in the sole discretion of the Board, threaten the health or safety of occupants or other pets shall be promptly removed from MVP property upon written notice from the Board of Directors.
5. Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, Occupants are prohibited from feeding wild birds from their lanai or in Common Areas. Injured or stray animals should be reported to the Hawaiian Humane Society for pick up.

6. In addition to any other remedies, violation of any of the rules related to pets shall provide a basis for the Board to notify the pet owner and that the pet shall be promptly removed.
7. Tampering with animal cages is subject to a fine. A repair fee will be levied if any cage is damaged.

## **I. APARTMENT RENTALS, SALES, KEYS AND MOVING**

1. All persons doing business as rental agents in MVP shall be licensed Real Estate Agents working for or with a licensed Real Estate Broker of the State of Hawaii and must have Board approval. Owners may rent their own units and are subject to Hawaii State laws, and shall comply with all MVP rules and regulations.
2. Open-House showings are limited to the hours of 1:00PM to 5:00PM, Saturdays and Sundays. Brokers will be allowed a special Open House for Agents on Wednesdays from 10:00AM until 2:00PM, with prior approval of Management. Only one (1) Open-House sign is allowed, and it shall be placed on the ground immediately fronting the apartment for sale. No other signs on the Common Elements are allowed.
3. Any owner or agent who intends to hold an Open House and/or have an apartment for sale shall notify Management of that intent no later than Noon (12:00 Noon) on Friday. Security does not have the authority to approve an Open House.
4. MVP employees or Security Personnel shall not hold, retain or keep apartment or vehicle keys or lock box codes at any time.
5. Persons moving in or out of MVP shall notify the Management Office during business hours at least twelve (12) hours in advance by completing an Intent-to-Move Form. Moving shall be permitted only between the hours of 8:00AM to 7:00PM, Monday to Friday, and 10:00AM to 4:00PM, Saturday and Sunday.

## **J. RECREATION AREAS**

Recreation areas are defined as the Pool/Cabana enclosures, tennis courts, basketball court, putting green, shuffleboard and Barbeque Areas.

1. Lawns, parking areas, driveways, roadways, wash rooms, stairways, sidewalks, landings, and under buildings are not recreational areas, and games of any kind are prohibited. Roller blade/skates, scooters, roller shoes, and electronic controlled devices (e.g. remote-controlled airplanes, cars, etc...) are expressly prohibited on MVP.
2. Use of the recreation areas shall be limited to Occupants and Guests. Non-residents shall not use the recreation area unless accompanied by an Occupant of MVP.
3. The consumption of alcoholic beverages in the Common Elements or Limited Common Elements is prohibited, except in the immediate vicinity of all Barbecue and Pool cabana areas. Under-age drinking is not tolerated on MVP property.

## **K. POOL AREA RULES**

1. The Pool areas are for the exclusive use of Occupants and their Guests. Guests are limited to four (4) per apartment without prior approval by Management.  
Access to the pool shall be restricted to those with a security key. An Owner's or Resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the Owner or Resident. Owners and Residents shall be responsible for the health and safety of themselves, and their family members and guests who use the pool and for ensuring that all rules for the pool are obeyed. Apartment Owners are financially responsible for any damages or destruction caused by themselves, Occupants, Tenants or Guests. Individuals use the swimming pool, Jacuzzi and Sauna at their own risk. Any infraction of Pool Rules may result in a Fifty (\$50.00) Dollar fine. No Lifeguard will be on duty.
  - a. All policies shall be age neutral and applied to all persons equally.  
Owners and Residents must ensure that someone who can protect the safety of all family members and guests who are non-swimmers or weak swimmers will accompany them at all times they are in the Pool area. In particular, an adult when using the Pool, should accompany a child under the age of thirteen (13), unless the child is a competent swimmer. A child's parent(s) or guardian shall be responsible for determining whether the child is a competent swimmer.
  - c. It is strongly recommended that parents not allow children less than thirteen (13) years of age in the Jacuzzi or Sauna for health and safety reasons. Children under the age of thirteen (13) who are allowed by their parents or guardians to utilize the Sauna or Jacuzzi shall be accompanied by an adult eighteen (18) years of age or older.
  - d. Both pools will observe "Quiet Time Swimming" after 6:00PM.
  - e. Persons who are not toilet-trained shall not use the pools unless fitted with swim diapers, swimsuits or other similarly designed swim wear, which prevents feces and urine from leaking into the Pool. All costs of decontaminating the Pool or Jacuzzi in the event of "accidents" shall be borne by the Owner of the apartment occupied, rented or being visited by the person causing the contamination. Nude bathing is prohibited. The Board may also impose such fines or other penalties as it deems appropriate under the circumstances.
2. Pool hours: Monday-Sunday - 9:00AM to 9PM at the Ala Mahiku Pool.  
9:00AM to 10PM at the Kiana Pool.
3. All bathers shall shower before entering Pools and Jacuzzis, as well as after using the restroom facilities.
4. All suntan oil must be removed from a person's body before entering the Jacuzzi, Sauna or Pool.
5. All persons afflicted with an infectious disease or suffering from a cough, cold or wearing bandages shall not use either the pool or the Jacuzzi.



6. No more than six (6) persons are permitted in the Jacuzzi at one time. For health and safety reasons it is strongly recommended you limit your time to twenty (20)-minute intervals. Be courteous.
7. No glass containers or articles made of glass are permitted in the Pool area, except in the Barbecue Area. Any person who violates this Rule will be fined Fifty (\$50.00) Dollars.
8. Alcoholic beverages of any sort are forbidden in Pool Areas.
9. Pushing, running, jumping, diving, scuffling, shouting and yelling are prohibited.
10. Spitting, spouting of water, discharge of any bodily fluid in the Pool, or excessive splashing are expressly prohibited.
11. Climbing on or over the Pool Area walls or fence is prohibited. Violators and their sponsors may have their access privileges revoked.
12. The latched gates at the Pool Areas are a legal requirement and shall **NOT** be left unlatched or propped open. Tampering with the Pool gate/lock mechanism is strictly prohibited.
13. Vehicles or other wheeled devices of any nature whatsoever, except children's strollers or devices required by challenged persons for purposes of mobility, shall **NOT** be permitted in the Pool Area.
14. The following devices are permitted in the Pool: Swimming devices strapped or fastened to a person's body, Masks or Snorkels. Limited use of various play items within the Pool is acceptable, provided that use does not endanger others or adversely affect another person's Pool experience. Within reason, and under supervision, the use of Pool toys, beach balls, noodles, masks/goggles, snorkels, fins, life jackets/arm floats, etc., are acceptable. At times during heavy use of the Pool, Security may temporarily prohibit the use of these items in the interest of safety.
15. The following devices are **prohibited** in the Pool: balls, Frisbees, inner tubes, surfboards, air mattresses, ride-on toys, fins, hair pins, bobby pins, scuba gear, kick boards and inflatable baby seats.
16. Only acceptable swimwear will be allowed in the Pool. Un-hemmed cut-offs, or any swimwear, which may fray and clog pool filters is prohibited. Only white T-shirts are allowed, as in-pool swimwear in addition to appropriate, normal swimwear.
17. MVP furniture shall not be removed, damaged or misused or thrown into the pool. Violators shall be subject to fines of Fifty(\$50.00) Dollars and Pool privileges will be revoked
18. Users of the pool area are responsible for removal of all articles brought into the area by them, including towels, books and magazines. All trash shall be deposited into the trash receptacles.
19. Radios, TV's, tape/CD players, stereo equipment, etc., except when used with headphones, are prohibited in the pool area.

20. Cabana Reservations: Reservations for the use of the Cabana Areas shall be made by a registered Resident only. Reservation for the Cabana shall include **only one (1)** grill in the Barbeque Area. (2<sup>nd</sup> grill will be left for other residents to use on a first come first serve basis.) Reservations shall be submitted to Management one (1) week in advance, with a group size not to exceed twenty (20) persons and a deposit of One Hundred (\$100.00) Dollars. The deposit shall be refunded if the area used is returned in an acceptable condition. The association may deduct any fines and expenses for cleaning, repairs, etc. from the deposit.
  - a. A reservation for use of a Cabana does not include reservation of the Pool, Jacuzzi, Sauna or 2<sup>nd</sup> grill at the Barbeque Area.
  - b. Reservation Hours shall be allowed between 10:00AM and 6:00PM. Reservations shall not exceed three (3) hours in length.
  - c. A Non-Resident guest list shall be provided to Management two (2) working days in advance of the scheduled gathering, and parking shall be limited by available Guest spaces. Guests who park in assigned stalls shall be towed. Owner/Sponsor shall be subject to fine.
  - d. The clean-up shall be performed by the Occupant hosting the gathering, or by someone acting in the host's behalf. However, the host shall be responsible and will forfeit the reservation deposit should the area not be cleaned adequately.
21. No pets are allowed in the Pool Areas except for Assistance animals, which are permitted in the Pool Areas but may not enter the Pool or Jacuzzi.
22. Smoking is not allowed in the Pool Areas.

#### **L. TENNIS COURT RULES**

1. The tennis court is for the exclusive use of registered Residents and their Guests.
2. Tennis Court Hours: Monday-Sunday 9:00AM to 9:00PM.
3. Absolutely no food or beverages shall be allowed on the court, with the exception of water in a plastic container.
4. Players wishing to reserve an hour of play shall register in advance with Management or at the Guard Station. Sign-up may not be more than thirty-six (36) hours in advance, and may not be for more than one hour.
5. In the event the Court is not reserved, the following applies: When players are waiting, players on the Court shall limit themselves to one (1) hour of play.

7. No skateboards, roller blades/skates, scooters, or bicycles are allowed on the Court.
8. The Court will be closed if the playing surface is wet or standing water of any kind is visible.
9. Court participants shall wear appropriate Court shoes at all times. (No slippers).
10. No glass containers, alcoholic beverages or food shall be allowed within the Court area, which is defined by the perimeter fence.
11. Inappropriate behavior, including yelling, swearing, howling or abuse of the Court shall be cause for the cessation of play by either Management or Security. Loss of future use of Court time, as determined by the Board of Directors of the Association, and may result in a monetary fine.

#### **M. BASKETBALL COURT OPERATING RULES**

1. Hours of operation are from 10:00AM to 6:00PM.
2. Period of play by reservation in one (1)- hour blocks.
3. Reservations shall be made in advance with Management by 5:00PM for Saturday or Sunday play.
4. A Sponsor (who must be a Resident/Occupant) shall reserve the Court.
5. The Sponsor shall be on the Court and present at all times.
6. Court is for basketball and volleyball play, without exception.
7. Maximum number of participants on the Court shall be ten (10) persons, regardless of age.
8. Each Sponsor using the Court shall read and sign these Rules when reserving the Court.
9. Court participants shall wear appropriate Court shoes at all times. (No slippers)
10. No glass containers, alcoholic beverages or food shall be allowed within the Court area, which is defined by the perimeter fence.
11. Inappropriate behavior, including yelling, swearing, howling or abuse of the Court shall be cause for the cessation of play by either Management or Security. Loss of future use of Court time, as determined by the Board of Directors of the Association, and may result in a monetary fine.
12. The Sponsor is allowed to have no more than two (2) basketballs on the Court at any time.
13. The Court will be closed if the playing surface is wet or standing water of any kind is present

## **N. FINES AND PENALTIES**

Pursuant to the Association's Bylaws, fines are established as specified in these House Rules and are levied upon the responsible Owner. All fines subsequent to the original occurrence may be doubled for any fine.

### **1. FIFTY( \$50.00) DOLLAR FINES**

- a. Feeding any and all animals in Common Areas.
- b. Climbing on/in/around or climbing over dumpsters, fences, trees, washhouses, boulders, trellises, refuse containers, dumpsters, or railings.
- c. Playing under buildings.
- d. Defacing Common Elements.
- e. Noise and nuisance violations such as, but not limited to, slamming of car or house doors or dumpsters, use of profanity, excessive noise and vehicle radio and/or sound system emission standards and horn honking.
- f. Smoking in Common Element buildings, stairwells, or recreation areas, such as the Pool Areas and their associated facilities.
- g. Shaking, beating, or hanging rugs or other items over the lanai, landing, or railings.
- h. Driving the wrong way against traffic arrows.
- i. Failure to have current Safety Inspection sticker, registration, and current automobile insurance. This fine shall be doubled if not corrected within seven (7) days following notice of non-compliance.
- j. Gross misuse of water during the car-wash process.
- k. Parking in another Occupant's assigned stall without written approval.
- l. Placing unauthorized items outside of Unit (stairwell, landings, etc.)
- m. Improper swimming attire.
- n. Unauthorized signage on vehicle or apartment doors or windows.
- o. Vehicle alarm that sounds for more than two (2) minutes.
- p. Failure to return visitor pass.
- q. Throwing materials from lanai, landings or side balconies. (One Hundred (\$100.00)Dollars for smoking materials.)
- r. Littering in the Common or Limited Common Areas.
- s. Damage caused by vehicle leaks. The fine, plus the cost for cleaning and/or asphalt repair or replacement.
- t. Failure to use an automatic shut-off nozzle when washing vehicles.
- u. Loss/Replacement of electronic key.
- v. Backing into parking place.
- w. Non-white or otherwise inappropriate window coverings (e.g., sheets, blankets, towels, or shower curtains).
- x. Infraction of posted Pool rules.
- y. Failure to comply with the Child Vehicle-Restraint laws anywhere on MVP property.
- z. Vehicles parked in visitor parking without the required parking pass.

### **2. ONE HUNDRED (\$100.00) DOLLAR FINES**

- a. Alcoholic drinks in Common and Limited Common Areas.
- b. Failure to comply with the Bulk-Refuse removal procedures.

- c. Tampering with animal traps.
- d. Smoking materials such as cigarette butts, cigar butts, or matches thrown off landings or lanai or anywhere.
- e. Guest not parked in designated Guest Stalls unless permission has been given by Resident for Guests to park in their stalls.
- f. Depositing of foreign materials and/or objects in any drain.
- g. Litter box containers on the lanai.
- h. Glass containers or articles in Pool Area and/or the cost of clean-up for breaking, and a first warning will not be required.
- i. Failure of Owner who resides off-Island and/or who is absent from O`ahu for more than thirty (30) days to designate in writing, within forty-five days of departure, a local Personal Representative.

**3. TWO HUNDRED FIFTY (\$250.00) DOLLAR FINES**

- a. Any open fire violation, such as open flames on a lanai.
- b. Unauthorized alteration to Common facilities, such as removing, damaging, or misuse of Pool equipment and/or furniture.
- c. Damage to plants or cuttings of plants, or of any or all landscaping.
- d. Damaging or destroying any Common Element in any way, shape, or form.
- e. Tampering with fire extinguishers or security equipment.
- f. Anyone knowingly violating a TRO or No Trespass Order.

**4. FIVE HUNDRED (500.00) DOLLAR FINES**

- a. Possession, throwing or igniting explosives, fireworks or incendiary devices.
- b. Abuse in the form of interference, verbal threat, harassment or any physical threat or contact directed at any Association employee(s), agent(s), Board member(s), their families, or Association contractor(s).

**5. ONE THOUSAND (\$1,000.00) DOLLAR FINES**

- a. Allowing a Unit to be occupied by any person who had previously been evicted from MVP upon demand made by the Association for violation of the Governing Documents.
- b. Failure to immediately execute an individual eviction process in accordance with the Landlord-Tenant Code, State Statute, or City Code, and provide notice to the Association, against any Occupant who had been convicted of manufacturing, growing, possessing, distribution, use, solicitation, or sale of illegal or non-prescription drugs.
- c. Threatening display or discharge of firearms or weapons of any kind. (Sec Section D.11.)

**O. FINES AND PENALTIES APPEAL PROCEDURE**

- a. Pursuant to the Association's Bylaws, fines are established as specified in these House Rules and are levied upon the responsible Owner.

The Owner shall have the right to appeal, in writing, any Citation specifying a fine or penalty to the Board of Directors within fifteen (15) days from the receipt of the assessment date by the following process:

- 1) Mailing a letter, constituting a Notice of Appeal, to the Board of Directors, in care of the Association's Managing Agent.
- 2) The Notice shall be mailed, postage prepaid, certified, return receipt requested, or by fax or e-mail, with no guarantee of receipt of it by the recipient. It will be up to the Homeowner to confirm receipt of an Appeal by any means other than certified mail.
- 3) The date of mailing as certified by the post office shall constitute the date of appeal, or the receiving date of the fax machine, if any, to the date of the email when received. The homeowner must confirm receipt of the appeal by any means other than certified mail.
- 4) The Notice shall contain a copy of the applicable Citation; a statement of the facts of the violation, including the reasons for Appeal; the names and addresses of witnesses; and copies of any proposed exhibits must also be included.

Unless the Board requests or seeks additional information, it will mail or deliver a written decision to the Homeowner following the next Board of Directors' meeting, at which the Appeal is reviewed.

The Board may reduce, suspend, or cancel any fine or penalty after considering the Appeal. Any decision by the Board shall be final.

b. Rule of Conclusion

- 1) The Board of Directors may demand that any resident who has three (3) violations or more in a twelve (12)-month period be given notice by the unit Owner that their tenancy be terminated. If a Homeowner refuses to evict a Resident upon demand of the Board of Directors, the matter may be referred to the Association's legal counsel for further action. The Homeowner shall be responsible for all costs to enforce the Association documents and/or the House Rules.
- 2) Any Homeowner who has three (3) violations or more in a twelve (12)-month period shall have Common Element privileges revoked, and, if circumstances merit, the matter may be referred to the Association's legal counsel for further action. The Homeowner shall be responsible for all costs to enforce the Association documents and/or the House Rules.

Adopted this 16<sup>th</sup> day of August, 2010

Makaha Valley Plantations  
Board of Directors



COMMUNITY ASSOCIATION MANAGEMENT

Queen's Court • 800 Bethel Street, Suite 501 • Honolulu, Hawaii 96813

June 21, 2010

Dear Association of Apartment Owners Makaha Valley Plantation,

**Subject: AOA Makaha Valley Plantation Assessment Payment Resolution**

Why an AOA Makaha Valley Plantation Assessment Payment Resolution after so many years?

AOAO Makaha Valley Plantation is a Condominium Association organized under The Condominium Law – Chapter 514A, Hawaii Revised Statutes, Condominium Regimes. The Association's Governing Documents – the Declaration of Condominium Property Regime of Makaha Valley Plantation; the By-Laws of the Association of Apartment Owners of Makaha Valley Plantation; and Makaha Valley Plantation House Rules – derive their content and authority over the Association Members from the Condominium Law. The Condominium Law (HRS 514A) was restated (recodified) by the State Legislature, signed into law by Governor Lingle as Chapter 514B (HRS 514B), and effective on July 1, 2006.

One of the new provisions of Chapter 514B (Article 514B-105 Association; Limitations on Powers) limits the authority of the Board of Directors on collecting all types of assessments (Late Fees, Legal Fees, Non-Sufficient Funds Fees, etc.) against Individual Owners to Maintenance Fees. This limitation exists regardless of what the Association's Priority of Payments may currently be, unless a written policy adopted by the Board of Directors and known to ALL Owners is in effect PRIOR to the attempt to make such collection. The attached Assessment Payment Resolution adopted by AOA Makaha Valley Plantation Board of Directors satisfies this written policy requirement.

The attached Assessment Payment Resolution is no reflection on your past, present, or anticipated future Maintenance Fee payment history, but in essence is now required by The Condominium Law. It also demonstrates your duly elected Board of Directors due diligence in upholding their fiduciary responsibility to both the Association and YOU, the Individual Owner in Makaha Valley Plantation, not to mention exercising good business judgment. Your understanding and support in this matter are appreciated.

Sincerely,

Hawaii First  
Agent for AOA MAKAHA VALLEY PLANTATION

Keith Brunner  
Property Manager



ASSOCIATION OF APARTMENT OWNERS (AOAO)

MAKAHA VALLEY PLANTATION

ASSESSMENT PAYMENT RESOLUTION

WHEREAS the Board of Directors of the Association is charged with the responsibility of collecting assessments for Common Expenses from Association Members pursuant to the Governing Documents of the Association, and

WHEREAS from time to time Association Members become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS the Board has retained an Association Collection Attorney for his/her experience in representing community associations in collection matters; and

WHEREAS the Board has directed the Association's Collection Attorney to represent the Association on the terms outlined in this resolution, unless specifically advised otherwise;

NOW, THEREFORE,

BE IT RESOLVED that the Association's Collection Attorney shall pursue all collection matters which the Board, acting through the Managing Agent, may from time to time refer to them and to provide any collection advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED there is hereby levied against any account which is not paid in full as of the 1<sup>st</sup> (FIRST) day of each month, a Late Fee in the amount of \$10.00 (TEN DOLLARS), PLUS 1% (ONE PERCENT) OF THE BALANCE DUE, 10 (TEN) DAYS after the due date until paid, which the Managing Agent is authorized and directed to charge to and collect from any delinquent Association Member; and

BE IT FURTHER RESOLVED that the Managing Agent is directed to send any Association Member who is delinquent in the payment of Regular or Special Assessments of an amount less than \$100.00, a Statement each month until the amount owing is paid in full; and that if an account is delinquent in the amount of \$100.00 or more, the Managing Agent will mail that Owner a Friendly Reminder Notice (hereafter referred to as the "First Notice"); and that if the account is not paid in full within thirty (30) days of the First Notice, and the amount owed is still \$100.00 or more, the Managing Agent will send a second written notice (hereafter referred to as the "Final Notice"); and that if the account is not paid in full within thirty (30) days of this Final Notice and the amount owing still exceeds \$100.00, the matter will be turned over to the Association's Collection Attorney for collection and the Association Member will be liable for payment of all charges imposed by the Association's Collection Attorney to cover fees and costs which are charged to the Association; and



**BE IT FURTHER RESOLVED** that the Managing Agent is directed to consult with the Association's Collection Attorney and turn over for collection immediately any account where the Owner(s) files or is subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure or a lien against the Unit; and

**BE IT FURTHER RESOLVED** that when the Association's Collection Attorney is directed to send to any Association Member who is delinquent in the payment of assessments, a written notice (hereafter referred to as the "Demand Letter") that, if the account is not paid in full within thirty (30) days, a Notice of Lien will be recorded; and

**BE IT FURTHER RESOLVED** that the Managing Agent is directed to execute a Notice of Lien against the delinquent Unit as described in the Association's Collection Attorney's Demand Letter to the Association Member; and

**BE IT FURTHER RESOLVED** that the following policies shall apply to all delinquent accounts turned over to the Association's Collection Attorney for collection:

1. All contacts with a delinquent Association Member shall be handled through the Association's Collection Attorney. Neither the Managing Agent nor any Association Officer or Director shall discuss the collection of the account directly with the Association Member after it has been turned over to the Association's Collection Attorney unless the Association's Collection Attorney is present or has consented to contact.
2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's Collection Attorney until the account has been brought current.
3. When any account is turned over to the Association's Collection Attorney for collection, the account shall be so marked by the Managing Agent and no quotations on the account shall be released to any party, including the Owner and/or an Escrow Agent, except with the consent of the Association's Collection attorney. All Legal Fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Unit and Owner and shall be collectable as provided for in the Association's By-Laws.
4. The Association's Collection Attorney shall give notice to the delinquent Association Member that, if the delinquent account is not brought current within the time stated, or a satisfactory agreement has not been reached to accomplish this, foreclosure proceedings may be commenced.
5. To the extent that the Association's Collection Attorney, in his/her discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan; provided however, that any payment plan which provides for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment amount, or a duration in excess of six (6) months shall require the approval of the Board. Monthly Late Fees will continue to accrue on the account until the account is brought current (payment is made in full), including all associated Legal Fees and costs.

6. Where, at the expiration of the period specified in the Association's Collection Attorney's Demand Letter, an account remains delinquent and without a payment plan embodied in a signed agreement or in the event of a default under the terms of that signed agreement, the Association's Collection Attorney is authorized to take such further action as he/she believes to be in the best interest of the Association, including but not limited to:
  - a. Filing suit against the delinquent Owner for money due; or
  - b. Instituting an action for foreclosure of the Association's lien; or
  - c. Filing a proof of claim in bankruptcy; and

BE IT FURTHER RESOLVED that outstanding and unpaid fees will be, henceforth, handled in the following manner:

At any time there are unpaid Legal Fees, Late Fees, Fines, Bad Check Charges, Agreement of Sale Payments, or Special Assessment Fees on an Association Member's account ledger, the next Association/Maintenance Fee payment received from that Association Member will be first applied to liquidating these fees in the order as stated above. After these fees are paid, the remaining amount, if any, will be credited to the Association's Association/Maintenance Fee assessment account. This procedure is sometimes referred to as "Priority of Payments".

EFFECT OF APPLICATION OF PAYMENTS. Owners should be aware that as a result of the Priority of Payments outlined above:

1. Failure to pay Late fees, Legal Fees, House Rule Violation Fines, and interest *in full* may result in the deduction of those Late Fees, Legal Fees, House Rule Violation Fines, and interest from an Owner's future Common Expense (Maintenance Fee) payments for as long as a delinquency continues to exist. Those deductions will continue for as long as the Owner fails to pay all such fees and fines in full.
2. Late Fees may be imposed against any future Common Expense (Maintenance Fee) payment that is less than the full amount owed because of the deduction of unpaid Late Fees, Legal Fees, House Rule Violation Fines, and interest from the payment.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known addresses.

This resolution was adopted by the Board of Directors on Monday, June 21, 2010 and shall be effective on August 1, 2010.



Lawrence Moore

Secretary, AOA O MAKAHA VALLEY PLANTATION