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Condominium Map No. 199 (Land Court)
342 (Bureau of Conveyances)

**AMENDMENT AND SECOND RESTATEMENT OF THE BYLAWS OF THE
ASSOCIATION OF OWNERS OF KUKUI PLAZA**

WHEREAS, by Declaration of Horizontal Property Regime (which included Bylaws of the Association as an Exhibit) dated March 13, 1974, filed in the Office of the Assistant Registrar at the Land Court of the State of Hawaii as Document Nos. 673405 and 673406 and noted on the Certificates of Title shown on the attached Exhibit "1," and also recorded at the Bureau of Conveyances in Liber 9789, Page 245, the City and County of Honolulu, the Honolulu Redevelopment Agency and Oceanside Properties did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended;

WHEREAS, a Second Amended Declaration of Horizontal Property Regime dated January 9, 1976 was filed in the Office of the Assistant Registrar at the Land Court of the State of Hawaii as Document No. 750234 and also recorded at the Bureau of Conveyances in Liber 11171, Page 312;

WHEREAS, simultaneously with the recording of the Declaration, the City and County of Honolulu, the Honolulu Redevelopment Agency and Oceanside Properties also filed the Bylaws of the Association of Owners of Kukui Plaza and plans describing the improvements to the project as Condominium Map Number 199, filed in the Office of the Assistant Registrar of

the Land Court of the State of Hawaii, and Condominium Map Number 342, filed with the Bureau of Conveyances of the State of Hawaii; and

WHEREAS, the Declaration provided for the organization and operation of the Association of Owners of Kukui Plaza (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, the Association was incorporated on February 14, 2000 under Chapter 415B, Hawaii Revised Statutes, as the Association of Owners of Kukui Plaza; and

WHEREAS, the Declaration was restated by "Restated Declaration of Condominium Property Regime of the Association of Owners of Kukui Plaza" dated December 1, 1989 (the "First Restated Declaration") filed as Land Court Document Number 1689118 and noted on Transfer Certificate Number 174791, and also recorded in Liber 23964 at Page 412; and

WHEREAS, the Bylaws were restated by "Restated Bylaws of the Association of Owners of Kukui Plaza" dated December 1, 1989 (the "First Restated Bylaws"), filed as Land Court Document Number 1689119 and also recorded in Liber 23964 at Page 460; and

WHEREAS, pursuant to HRS Section 514B-108(e), owners of at least sixty-seven percent (67%) of the common interest of Kukui Plaza approved amending Article V, Section 1(g), Article VII, Section 7, Article VII, Section 8, and adding two new subsections to Article VII, Section 2, each to read as provided herein;

WHEREAS, HRS Section 514B-109 authorizes the Board of Directors of the Association established by the Bylaws to restate the Bylaws to include in them any amendments and to conform their provisions to the provisions of HRS Chapter 514B and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on July 15, 2015, the Board of Directors resolved to restate the Bylaws, pursuant to HRS Section 514B-109, in the manner set forth herein;

NOW THEREFORE, the Bylaws of the Association of Owners of Kukui Plaza are restated to read as follows:

**AMENDMENT AND SECOND RESTATEMENT OF THE BYLAWS OF THE
ASSOCIATION OF OWNERS OF KUKUI PLAZA**

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ARTICLE I

APPLICABILITY OF BYLAWS

Section 1. Condominium Ownership.

The property is located at Honolulu, City and County of Honolulu, State of Hawaii, and has been submitted to the provisions of Chapter 514A (which has been recodified as Chapter 514B), Hawaii Revised Statutes, as amended (the Condominium Property Act), by a Declaration which was initially recorded simultaneously with these Bylaws, but is now recorded separately, creating a condominium property regime to be known as "Kukui Plaza" (herein called the "Project").¹

Section 2. Applicability of Bylaws.

The provisions of these Bylaws are applicable to the Project and to the use and occupancy thereof. All present and future owners, mortgagees, lessees, and occupants of units or other interests in the property and their employees, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration and the House Rules.

The acceptance of a lease, sublease, assignment or any other form of voluntary or involuntary alienation or the act of occupancy of any unit or other interest in the Project or the use of any of the facilities of the Project shall constitute an agreement that these Bylaws, the House Rules and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 3. Office.

The office of the Project and of the Board of Directors (hereinafter called the "Board") and of the Association of Owners (hereinafter called the "Association") shall be located at the address of the Project in Honolulu, Hawaii. All meetings of the Association and of the Board shall be held at said address unless some other place is stated in the call.

ARTICLE II

ASSOCIATION OF OWNERS

Section 1. Annual Meeting.

The first meeting of the Association shall be held not later than 180 days after the final certificate of occupancy for the Project has been issued by the appropriate county agency of the county in which the Project is situated, but may be held after completion of the Project upon call of Oceanside Properties, Inc. or at least ten per cent (10%) of the apartment unit owners. At such meeting the Board of Directors shall be elected. Thereafter, the annual meeting of the Association shall be held within 90 days after the close of the Association's fiscal year.

Section 2. Special Meetings.

Special meetings of the Association may be held at any time upon the call of the President, a majority of the Board, or a petition signed by the owners of at least twenty-five per

cent (25%) of the common interests.² Upon receipt of such call, the Secretary or Managing Agent shall send out notices of the meeting to all members of the Association. The meeting shall be held at any reasonable time within thirty (30) days of the receipt of such call by the Secretary or Managing Agent. If the Secretary or Managing Agent fails to send out the notices for the special meeting within fourteen (14) days of receipt of the petition, the petitioners shall have the authority to set the time, date, and place for the special meeting and to send out the notices and proxies for the special meeting at the Association's expense in accordance with the requirements of these Bylaws and Chapter 514B of the Hawaii Revised Statutes, as amended.³

Section 3. Notice of Meetings.

A written or printed notice of every meeting of the Association stating whether it is an annual or special meeting, the authority for the call of the meeting, the place, day and hour thereof, the items on the agenda (including the general nature and rationale of any proposed amendment to the Declaration or these Bylaws; provided that a unit owner shall be permitted to propose an amendment to the Declaration or Bylaws or to remove a member of the Board at any annual Association meeting)⁴, a standard proxy form authorized by the Association, if any, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least fourteen⁵ days before the date set for such meeting. Such notice shall be given to each member in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the residence or usual place of business of such member, (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or (d) at the option of the unit owner, expressed in writing, by electronic mail to the electronic mailing address designated in writing by the unit owner.⁶ If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat.

Section 4. Waiver of Notice.

The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this ARTICLE II. Any meeting so held and attended by all members without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken.

Section 5. Quorum.

At any meeting of the Association, the owners of units in said Project to which are appurtenant, in the aggregate, forty per cent (40%) of the total common interests, present in person or by proxy, shall constitute a quorum, and the concurring vote of the majority present shall be valid and binding upon the Association, except as otherwise provided by law or these Bylaws.⁷

Section 6. Voting.

The total number of votes on all issues shall be 100. On all issues which relate solely to a limited common element, its use or the use of the unit(s) to which it appertains, only the owners of the unit(s) in whose favor the limited common element is reserved shall be entitled to vote and they shall vote the same percentage of the total votes as equals the percentage allocation of the expenses to or among such units with respect to such limited common element as set forth in the Declaration. On all other issues all unit owners shall be entitled to vote the percentage of the total votes equal to the percentage of the common

interests appertaining to their respective units as set forth in the Declaration. Any specified percentage of the owners means the owners of units to which are appurtenant such percentage of the common interests as are established in the Declaration. No votes allocated to a unit owned by the Association may be cast for the election or reelection of directors.⁸ A unit owner may vote by mail or electronic transmission through a duly executed proxy.⁹ Any person, firm, corporation, trust or other legal entity or a combination thereof, owning any unit in said Project duly recorded in his or its name, the ownership whereof shall be determined by the records of the Bureau of Conveyances of the State of Hawaii and the Office of the Assistant Registrar of the Land Court of the State of Hawaii, shall be a member of the Association, and either in person or by proxy entitled to vote the percentage of vote assigned to each unit so owned at all meetings of the Association. Whenever any such unit is owned by two or more persons, natural or legal, jointly, according to the records of said Bureau of Conveyances and said Office of the Assistant Registrar, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others, and in case of protest each co-owner shall be entitled to only a share of such vote in proportion to his share of ownership in such unit.

Section 7. Proxies and Pledges.

a) The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a unit is jointly owned by all joint owners, or if such member is a corporation, by the proper officers thereof; provided that the resident manager or managing agent for the Association, or their employees, shall not solicit for use by the manager, managing agent, or their employee any proxies; and further provided that the manager, managing agent for the Association, shall not cast any vote at any Association meeting except for the purpose of establishing a quorum.¹⁰ Unless limited by the terms of the proxy or pledge, the authority given to another person shall be deemed good until revoked by written notice filed with the Secretary or managing agent.¹¹ An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such unit in such capacity. Voting rights transferred or pledged by mortgage of any unit, a true copy of which is filed with the Board, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board. The purchaser of a unit pursuant to an agreement of sale recorded in the Bureau of Conveyances of the State of Hawaii or filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii shall have all of the rights of a unit owner, including the right to vote, except as to those matters retained by the seller under such agreement of sale and the matters listed in Section 514B-124 of the Hawaii Revised Statutes, as amended.¹² No member of the Board who uses Association funds to distribute proxies shall cast any of these proxy votes for the election or reelection of board members at any Association meeting unless the proxy form specifically authorizes the board member to vote for the election or reelection of board directors and the Board first posts notice of its intent to distribute proxies in prominent locations within the Project at least twenty-one (21) days prior to the Board's distribution of proxies;¹³ provided that if the Board receives within seven days of the posted notice a request by any owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall: (1) mail to all owners a proxy form containing either the names of all owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or (2) mail to all owners a proxy form containing no names, but accompanied by a list of names of all owners who have requested the use of Association funds for soliciting proxies and their statements. The statement, which shall be limited to black text on white paper,

shall not exceed one single-sided 8-1/2" x 11" page, indicating the owner's qualifications to serve on the Board or reasons for wanting to receive proxies.¹⁴ The Board shall not adopt any rule prohibiting the solicitation of proxies or distribution of materials relating to Association matters on the common elements by unit owners; provided that the Board may adopt rules regulating reasonable time, place, and manner of the solicitations or distributions, or both.¹⁵

b) The following provisions in this subsection are not applicable to proxies under a first mortgage of record encumbering a unit or under an agreement of sale affecting a unit.¹⁶

(1) A proxy, to be valid, must be delivered to the secretary of the Association or the managing agent, if any, no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains, and must contain at least: the name of the Association, the date of the meeting of the Association, the printed name and signature of the person or persons giving the proxy, the unit or units¹⁷ for which the proxy is given, the printed name of the person or entity to whom the proxy is given, and the date that the proxy is given.

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

(3) Proxies may be given to the Board; provided that the proxy form shall contain a box wherein the owner may indicate that the owner wishes the vote to be shared with each Board member receiving an equal percentage. Proxy forms which are not marked shall be considered a choice by the owner that the vote be made on the basis of the preference of the majority of the directors present at the meeting.¹⁸

(4) The Board or a member of the Board may use Association funds to solicit proxies as part of the distribution of proxies. If a member of the Board, as an individual, seeks to solicit proxies using Association funds, the Board member shall proceed as a unit owner under Article II, Section 7(a) of these Bylaws and Section 514B-123(h)(1) of the Hawaii Revised Statutes, as amended.¹⁹

(5) The proxy form shall also contain a box wherein the owner may indicate that the owner wishes to obtain a copy of the annual audit report required by Section 514B-150 of the Hawaii Revised Statutes.²⁰

Section 8. 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 members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which may have been transacted by a quorum at the meeting as originally called.

Section 9. Conduct of Association Meetings.

All Association meetings shall be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.²¹

Section 10. Minutes of Association Meetings.

Minutes of meetings of the Association shall be approved at the next succeeding regular meeting or by the Board, within sixty (60) days after the meeting, if authorized by the owners at an annual meeting. If approved by the Board, owners shall be given a copy of the approved minutes or notified of the availability of the minutes within thirty (30) days after approval. Minutes of all meetings of the Association shall be available within seven (7) calendar days after approval, and unapproved final drafts of the minutes of a meeting shall be available within sixty (60) days after the meeting. An owner shall be allowed to offer corrections to the minutes at an Association meeting.²²

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification.

The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons, each of whom shall be the sole owner or co-owner of record of a unit in the Project, or the spouse of such owner or co-owner, a vendee under an agreement of sale, or, in the case of a corporate owner, an officer of the corporate owner or, in the case of a fiduciary owner, such fiduciary or an officer of such fiduciary, or an officer, partner, member, or other person authorized to act on behalf of any other legal entity which owns a unit. One of the Directors shall be elected solely by the owners of the Commercial units and one of the Directors shall be elected solely by the owner of the Lower Level Parking. There shall not be more than one representative on the Board from any one unit. No resident manager or employee of the condominium shall serve on the Board.²³

Section 2. Administration and Powers.

The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things therefor unless prohibited by law, the Declaration or these Bylaws or unless directed to be exercised or done by other than the Board. Each director shall owe the Association a fiduciary duty and shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under Chapter 414D of the Hawaii Revised Statutes, as amended, in the performance of the director's responsibilities.²⁴

Section 3. Election and Term of Office.

Except for the Directors to be elected only by the owners of the Commercial units and the owner of the Lower Level Parking, the election of Directors shall be by cumulative voting and, unless waived, also by secret ballot at each annual meeting or at any special meeting called for that purpose. At the first meeting of the Association the term of office of five Directors (including the Directors elected by the owners of the Commercial units and the Lower Level Parking) shall be fixed for one year, the term of office of the four remaining Directors shall be fixed for two years. At the expiration of the initial term of office of each director his successor shall be elected to serve a term of two years. The directors shall hold office until the successors have been duly elected and qualified. The terms of at least one-third of the directors shall expire annually.

Section 4. Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors even though they may constitute less than a quorum; and each person so elected shall be a director until a 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 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 a majority of the owners and a successor shall then and there be elected by a majority of the owners²⁵ to fill the vacancy thus created. If such removal and replacement is to occur at a special Association meeting, the call for such meeting shall be by the president, a majority of the Board, or by a petition to the secretary or managing agent signed by not less than twenty-five per cent of the unit owners as shown in the Association's record of ownership; and provided further that if the secretary or managing agent shall fail to send out the notices for the special meeting within fourteen days of receipt of the petition, then the petitioners shall have the authority to set the time, date and place for the special meeting and to send out the notices and proxies for the special meeting in accordance with the requirements of these Bylaws at the Association's expense in accordance with the requirements of these Bylaws and of Chapter 514B of the Hawaii Revised Statutes, as amended.²⁶ Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 6. Organization Meeting.

An organizational meeting of the Board of Directors shall be held within one week after each annual meeting of the Association at such time and place as shall be fixed by the Directors, and no notice shall be necessary to the Directors in order legally to constitute such meeting, provided that a majority of the whole Board must be present.

Section 7. Regular Meetings.

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail or by telephone, at least three (3) days prior to the day named for such meeting.

Section 8. Special Meetings.

Special meetings of the Board may be called by the President on three days' written notice to each Director, given personally or by mail or by telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 9. Open Meeting and Executive Session.

All meetings of the Board, other than executive sessions, shall be open to all members of the Association. Association members who are not on the Board may participate in any deliberation or discussion, other than executive sessions, unless a majority of a quorum of the Board votes otherwise. The Board, with the approval of a majority of a quorum of its members, may adjourn a meeting and reconvene in executive session to discuss and vote upon

matters: (1) concerning personnel; (2) concerning litigation in which the Association is or may become involved; (3) necessary to protect the attorney-client privilege of the Association; or (4) necessary to protect the interests of the Association while negotiating contracts, leases, and other commercial transactions. The nature of any and all business to be considered in executive session shall first be announced in open session.²⁷

Section 10. Notice to Owners.

Notice of all Board meetings shall be posted in prominent locations within the Project seventy-two hours prior to the meeting or simultaneously with notice to the Board.²⁸

Section 11. Waiver of Notice.

Before or at any meeting of the Board, 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, unless he objects to the calling of the same, shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum.

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

Section 13. Bonds of Officers and Employees.

The Board shall require that all officers, directors, managing agents,²⁹ and employees handling or responsible for Association funds shall furnish adequate bonds. The bond shall protect the Association against fraudulent or dishonest acts by persons handling the Association's funds.³⁰ The premiums on such bonds shall be paid by the Association. In addition, the Board shall obtain directors and officers liability coverage at a level deemed reasonable by the Board.³¹

Section 14. Compensation.

Directors shall not expend Association funds for travel, directors' fees and per diem unless the owners are informed and a majority approves of these expenses;³² provided that, with the approval of the Board, directors may be reimbursed for actual expenditures incurred on behalf of the Association. The minutes shall reflect in detail the items and amounts of the reimbursements.³³

Section 15. Association Documents.

The Association, at its own expense, shall provide all Board members with a current copy of the Association's Declaration, Bylaws, House Rules and, annually, a copy of Hawaii Revised Statutes Chapter 514B.³⁴

Section 16. Conflicts of Interest.

A Director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to a vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made.³⁵

Section 17. Telephone Meetings.

The Board may permit any meeting to be conducted by any means of communication through which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting. If permitted by the Board, any unit owner may participate in a meeting conducted by a means of communication through which all participants may simultaneously hear each other during the meeting, provided that the Board may require that the unit owner pay for the costs associated with the participation.³⁶

Section 18. Rules of Order.

All Board meetings shall be conducted in accordance with the most recent edition of Robert's Rules of Order Newly Revised.³⁷

Section 19. Proxy.

A director shall not vote by proxy at Board meetings.³⁸

Section 20. Meeting Minutes.

(a) Minutes of meetings of the Board shall include the recorded vote of each Board member on all motions except motions voted on in executive session.

(b) Minutes of meetings of the Board shall be approved no later than the second succeeding regular meeting.

(c) Minutes of all meetings of the Board shall be available within seven (7) calendar days after approval, and unapproved final drafts of the minutes of a meeting shall be available within sixty (60) days after the meeting; provided that the minutes of any executive session may be withheld if their publication would defeat the lawful purpose of the executive session.³⁹

Section 21. Educational Expenses.

The directors may expend Association funds, which shall not be deemed to be compensation to the directors, to educate and train themselves in subject areas directly related to their duties and responsibilities as directors; provided that the approved annual operating budget shall include these expenses as separate line items. These expenses may include registration fees, books, videos, tapes, other educational materials, and economy travel expenses. Except for economy travel expenses within the State, all other travel expenses incurred under this subsection shall be subject to the requirements of Article III, Section 14 of these Bylaws and Section 514B-107(d) of the Hawaii Revised Statutes, as amended.⁴⁰

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 the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as they in their judgment deem necessary.

Section 2. Election of Officers.

The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. An owner shall not act as an officer of the Association and an employee of the managing agent employed by the Association.⁴¹

Section 3. Removal of Officers.

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

Section 4. President.

The President shall be the chief executive officer of the Association and a member of the Board. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Treasurer.

The Treasurer shall review the management agent's or manager's custody of all funds of the Association, maintenance of accounts and records thereof, and preparation of financial reports thereof.

Section 7. Secretary.

The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association, shall give all notices as provided by these Bylaws, and shall have such other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the Directors. If the Secretary is not present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor.

(a) The Board shall appoint annually a certified public accountant or firm of certified public accountants as auditor, who shall not be an officer or director of the Association or the managing agent nor own any interest in any unit, to audit the books and financial records of the Association. The Association shall make a copy of the annual audit report available to owners as required by Section 514B-150, Hawaii Revised Statutes, as amended.⁴²

(b) The Association shall also require no less than one yearly unannounced verification of the Association's cash balance by a public accountant.⁴³

ARTICLE V

ADMINISTRATION

Section 1. Management.

The Board of Directors shall at all times manage and operate the common elements of the Project and have such powers and duties as may be necessary or proper therefor. As used in this Article V, the term "common elements" shall mean the common elements of the Project and shall include the limited common elements appurtenant to the apartment units, parking stall units located in the Upper Level Parking and the commercial space units, but shall exclude the limited common elements appurtenant to the parking stall units located in the Lower Level Parking. Such powers and duties shall include, but shall not be limited to, the following:

(a) Supervision of the immediate management and operation of the common elements;

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

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

(d) Provision at each apartment unit of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment unit or as a common expense as determined by the Board;

(e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Project provided that the Association's employees shall not engage in selling or renting apartments in the Project except for Association-owned units unless such activity is approved by an affirmative vote of sixty-seven per cent (67%) of the membership;⁴⁴

(f) Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year, subject to the requirements of Section 19.0 of the Declaration and Hawaii Revised Statutes Section 514B-148, as amended;⁴⁵

(g) Collection of all installments of assessments levied and other charges payable by the owners, and payment of all common expenses authorized by the Board;⁴⁶

(h) Purchase and maintenance in effect of all policies of hazard and liability insurance for the Project required by the Declaration and Hawaii Revised Statutes Section 514B-143, as amended, and such other insurance and bonds as may be required or authorized by the Declaration or the Board;⁴⁷

(i) Custody and control of all funds of the Association (subject to the requirements of Hawaii Revised Statutes Section 514B-149, as amended), maintenance of full and accurate books of account and records of such funds and preparation of regular financial reports thereof;⁴⁸

(j) Notification of all persons having any interest in any unit according to the Association's record of ownership of delinquency exceeding 60 days in the payment of any assessment against such unit;

(k) Engaging legal or accounting services as may be necessary for the maintenance and operation of the Project;

(l) Acquiring by lease, rental or purchase of appropriate living quarters for a resident manager or managers or other personnel;

(m) Borrowing money on behalf of the Association for maintenance, repair, replacement, restoration, operation or administration of the common elements and personal property of the project, or the making of any additions, alterations, and improvements thereto; provided that the Board has been expressly granted the authority by vote of a majority of the owners at a duly called meeting of the Association; and further provided that owners representing fifty per cent of the common interest vote or give written consent for the borrowing of money after having first been notified of the purpose and use of the funds;⁴⁹

(n) Representing the unit owners in the renegotiation of the rental for the land described in the Declaration; provided, however, that the Board shall have no power to impair the use and enjoyment of a unit⁵⁰ and its appurtenant limited common elements in a manner inconsistent with the Declaration and these Bylaws;

(o) Notwithstanding any provision to the contrary, the Board of Directors may:
1) permit a handicapped person to make reasonable modifications to the apartments and common elements, at the expense of the handicapped person, if such modifications may be necessary to afford a handicapped person full enjoyment of the premises; and 2) make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling;⁵¹

(p) Maintaining an accurate and current list of members of the Association with their current addresses and the names and addresses of the vendees under an agreement of sale, if any. The list shall be maintained at a place designated by the Board and a copy shall be available, at cost, to any Association member who furnishes the resident manager, managing agent, or Board a duly executed and acknowledged affidavit stating that the list (1) will be used by such owner personally and only for the purpose of soliciting votes or proxies or providing information to other owners with respect to Association matters, and (2) shall not be

used by such owner or furnished to anyone else for any other purpose. The Board may prohibit commercial solicitations. The Managing Agent or resident manager shall not use or distribute any membership list, including for commercial or political purpose, without the prior written consent of the Board.⁵²

(q) The Board may take measures pursuant to Hawaii Revised Statutes Section 514B-142, as amended, concerning elderly or disabled persons. The Association, its directors, unit owners, residents, and their agents and tenants, acting through the Board, shall not have any legal responsibility or legal liability, with respect to any actions and recommendations the Board takes on any report, observation, or complaint made, or with respect to any recommendation or referral given, which relates to an elderly or disabled resident who may require services and assistance to maintain independent living in the unit in which the elderly or disabled person resides so that the elderly or disabled person will not pose any harm to self or to others, and will not be disruptive to the condominium community.⁵³

Section 2. Managing Agent and Managers.

The Board may employ, on such terms and at such compensation as the Board may establish, any one or more persons as the manager or managers of the Project and may contract with a responsible Hawaii corporation as Managing Agent (herein called the "Managing Agent") to manage and control to the extent specified by the Board, those portions of the Project within the management jurisdiction of the Board, subject at all times to direction by the Board. The manager or managers of the Project and the Managing Agent may be delegated any or all of the administrative functions set forth specifically in the preceding Section 1 and such other powers and duties as the Board may establish.⁵⁴

Section 3. Representation.

The President, the manager or managers of the Project, or Managing Agent, subject to the direction of the Board, shall represent the Association or any two or more unit owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or more than one unit, 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 unit owner individually to appear, sue or be sued. Service of process on two or more unit owners in any such actions, suit or proceeding may be made on the President or the manager or managers of the Project.⁵⁵

Section 4. 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, or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary.

Section 5. Commercial Space Units.

Notwithstanding anything provided or inferable in these Bylaws to the contrary, the administration, management and operation of the commercial space units, including the maintenance, repair, replacement and restoration thereof and the making of any additions and alterations thereto shall be vested solely and exclusively in the owner or owners of the commercial space units. Said owner or owners shall have the right, from time to time, to adopt, amend or repeal any rules or regulations governing the use of said units. To the extent that electricity, water, gas or any other utility or service used by the commercial space units for

whatever purpose is not separately metered or billed so as to measure the use thereof by said units, the cost of such utilities and services used by said units shall be charged to said units by the Board based upon the estimates and allocations made by a professional engineer.

Section 6. Lower Level Parking Stall Units.

Notwithstanding anything provided or inferable to the contrary, the administration, management and operation of the lower level parking stall units and the limited common elements appurtenant thereto, including the maintenance, repair, replacement and restoration thereof, the making of any additions and alterations thereto and the provision of electricity, water, gas and other utilities and services thereto shall be vested solely and exclusively in the owner or owners of the lower level parking stall units. Said owner or owners shall have the right, from time to time, to adopt, amend or repeal any rules or regulations governing the use of said units. To the extent that electricity, water, gas or any other utility or service used by the lower level parking units for whatever purpose is not separately metered or billed so as to measure the use thereof by said units, the cost of such utilities and services used by said units shall be charged to said units by the Board based upon the estimates and allocations made by a professional engineer.

ARTICLE VI

PAYMENT OF ASSESSMENTS

Section 1. Assessments.

(a) All unit owners shall pay to the Association, in the manner and at the place determined by the Board of Directors, in advance on the first day of each and every month, the monthly installments of assessments against their respective units made or assessed in accordance with the Declaration and these Bylaws. The manager or Board shall notify the unit owners in writing of increases in assessments at least thirty days prior to such an increase.⁵⁶

(b) No unit owner shall withhold any assessment claimed by the Association. A unit owner who disputes the amount of an assessment may request a written statement clearly indicating:

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

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

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

(4) That under Hawaii law, a unit owner has no right to withhold assessments for any reason;

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

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

Nothing in this section shall limit the rights of an owner to the protection of all fair debt collection procedures mandated under federal and state law.

(c) A unit owner who pays the Association the full amount claimed by the Association may file in small claims court or require the Association to mediate to resolve any disputes concerning the amount or validity of the Association's claim. If the unit owner and the Association are unable to resolve the dispute through mediation, either party may file for arbitration under Hawaii Revised Statutes Section 514B-162, as amended; provided that a unit owner may only file for arbitration if all amounts claimed by the Association are paid in full on or before the date of filing. If the unit owner fails to keep all Association assessments current during the arbitration, the Association may ask the arbitrator to temporarily suspend the arbitration proceedings. If the unit owner pays all Association assessments within thirty days of the date of suspension, the unit owner may ask the arbitrator to recommence the arbitration proceedings. If the owner fails to pay all Association assessments by the end of the thirty-day period, the Association may ask the arbitrator to dismiss the arbitration proceedings.⁵⁷

Section 2. Liens Securing Assessments.

(a) All sums assessed by the Association of Owners but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien on such unit prior to all other liens except only (1) liens for taxes and assessments lawfully imposed by governmental authority against such unit, and (2) all sums unpaid on any mortgages of record which were recorded prior to recordation of a notice of a lien by the Association, except as provided in Hawaii Revised Statutes Section 514B-146(g), as amended.⁵⁸ Such lien may be foreclosed by action or by nonjudicial or power of sale foreclosure procedures set forth in Hawaii Revised Statutes Chapter 667, as amended, by the Managing Agent or the Board of Directors, acting on behalf of the unit owners, 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 unit owner and all other persons having an interest in such unit as shown in the Association's record of ownership. The Managing Agent or Board of Directors, acting on behalf of the unit owners, shall have the power to bid in such unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the unpaid common expenses owed.⁵⁹

(b) Subject to Hawaii Revised Statutes Sections 514B-146(g), (h), and (i), as amended, the Board may specially assess the amount of the unpaid regular monthly common assessments for common expenses against a mortgagee who, in a judicial or nonjudicial power of sale foreclosure, purchases a delinquent unit; provided that the mortgagee or other purchaser may require the Association to provide at no charge a notice of the association's intent to claim lien against the delinquent unit for the amount of the special assessment, prior to the subsequent purchaser's acquisition of title to the delinquent unit. The notice shall state the

amount of the special assessment, how that amount was calculated, and the legal description of the unit.⁶⁰

Section 3. Default in Payment of Assessments.

Each monthly assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the owner against whom the same is assessed. If the owner shall fail to pay his assessment when due, then he shall pay a late charge or a late charge and interest as determined by the Board of Directors. In the event of a default or defaults in payment of any such assessment or assessments and in addition to, but not by way of limitation of, any other remedies herein or by law provided, the Board may enforce each such obligation as follows:

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

(b) At any time within sixty (60) days after the occurrence of any such default, the Board (acting upon the authorization of the majority thereof at any regular or special meeting) may give a notice to the defaulting owner, with a copy to the mortgagee of such owner, if such mortgagee has furnished its name and address to the Board, which said notice shall state the date of the delinquency, the amount of the delinquency and make a demand for payment thereof. If such delinquency is not paid within ten (10) days after delivery of such notice, the Board may elect to file a claim of lien against the unit of such delinquent owner. Such claim of lien shall state (1) the name of the delinquent owner or reputed owner, (2) a description of the unit 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 Bylaws and of Chapter 514B, Hawaii Revised Statutes, as amended, and (5) that a lien is claimed against said described unit 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 the execution by the last such Board member to execute said claim of lien. The Board may record a duly executed original or copy of such claim of lien in the Bureau of Conveyances or the Office of the Assistant Registrar. The Board shall have and may exercise all remedies provided in Section 514B-146, Hawaii Revised Statutes, as amended. Each default shall constitute a separate basis for a claim of lien or a lien. In the event the foreclosure is under power of sale, the Board, or any person designated by it in writing, shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. The certificate of sale shall be executed and acknowledged by any two members of the Board or by the persons conducting the sale.⁶¹

(c) For the purposes of this Section 3, a certificate executed and acknowledged or made under penalty of perjury by any two members of the Board shall be conclusive upon the Board and the owners in favor of any and all persons who rely thereon in

good faith as to the matters therein contained, and any owner shall be entitled to such a certificate setting forth the amount of any due and unpaid assessments with respect to his unit (or the fact that all assessments due are paid if such is the case) within ten (10) days after demand therefor and, if required by the Board, upon payment of a reasonable fee not to exceed Ten Dollars (\$10). 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 owner or his successor and payment of a reasonable fee not to exceed Ten Dollars (\$10), 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 data with respect to the filing and recording of the lien, 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 Owner or his successor upon payment of the fee.

Section 4. Waiver.

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

ARTICLE VII

MAINTENANCE OF APARTMENTS AND USE OF PROJECT

Section 1. Maintenance of Apartments.

Every unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his unit, including without limitation all internal installations therein providing water, electricity, air conditioning and telephone and television services, all fixtures belonging to such unit and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, including any lanai and any glass walls, doors and windows between a unit and its lanai, and any partial or total lanai enclosure, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in case of such failure after reasonable notice to perform, shall reimburse the Association promptly on demand for all expenses incurred by the Association in performing any such work authorized by the Board or the Managing Agent. Every unit owner and occupant shall reimburse the Association promptly on demand for all expenses incurred by the Association in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them.⁶²

Section 2. Use of Project.

- (a) The units of the Project shall be used only for the purposes stated in the Declaration.
- (b) The common elements and the limited common elements of the Project shall be used only for the purposes for which they were designed.
- (c) An owner or occupant shall not place, store or maintain in the halls, lobbies, stairways, walkways, driveways and other common elements of the Project of a similar nature, any objects of any kind. Such common elements shall not be obstructed at any time and shall be used for no other purpose than for normal transit through them.
- (d) No common areas shall be used for recreational purposes unless they have been designed for such purposes.
- (e) Every owner and occupant shall at all times keep his unit in a strictly clean and sanitary condition and observe and perform all terms and conditions of the Declaration and these Bylaws, all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association applicable thereto.
- (f) No owner or occupant shall make or suffer any strip or waste of his unit or alter or remove any furniture, furnishings or equipment of the common elements and no owner or occupant shall make or suffer any unlawful or improper use of his unit or the Project.
- (g) Except as otherwise provided in Article V, Section 1(o) of these Bylaws, no apartment owner or occupant shall erect or place in the Project any building or structure, including fences and walls, nor make any additions or alterations to any building, nor place or maintain thereon any advertisements, signs, posters, signals or lettering whatsoever, except in accordance with plans and specifications approved by the Board and a majority in interest of apartment owners involved, as determined by the Board (or such larger percentage required by law or the Declaration).⁶³
- (h) No owner shall decorate or landscape any entrance, hallway or common element except in accordance with standards therefor established by the Board and in accordance with specific plans approved in writing by the Board.
- (i) Each owner or occupant shall exercise extreme care about making noises and in the use of musical instruments, radios, television sets and amplifiers that may disturb other occupants.
- (j) No garments, rugs or other objects shall be hung from the windows or facades of the Project or be dusted or shaken from the windows of the Project or cleaned by beating or sweeping on any hallway or exterior part of the Project.
- (k) In order for the Project to present a uniform exterior appearance, each apartment unit owner shall place against any glass window or glass door at the exterior perimeter of the apartment unit drapes, curtains, shades or some other similar material which is white or off-white in color or is lined with a material of such a color.

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

(m) No pets, livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project; provided that a disabled occupant or guest will be permitted to have an assistance animal only as required by the federal Fair Housing Act and Hawai'i Revised Statutes Chapter 515, as amended.⁶⁴

(n) Except as otherwise provided in Article V, Section 1(o) of these Bylaws and Section 207 of the Telecommunications Act of 1996 and the rules adopted by the Federal Communications Commission pursuant to that section, as amended, no owner or occupant shall without the prior written approval of the Board install any television antenna, air conditioning unit, wiring for electrical installations or other equipment or appurtenances whatsoever on the exterior of any building or protruding through the walls, windows or roof thereof. In addition to such other conditions as the Board may require, all air conditioning units shall: (i) fit into and be no larger than the opening(s) provided in each apartment unit and be installed in a manner acceptable to the Board; (ii) not project beyond the edge of the slab below said opening; (iii) be of a color approved by the Board; and (iv) be a unit which shall have no external condensate drip (drain tube construction is not acceptable).⁶⁵

(o) Nothing shall be allowed, done or kept in any unit or common elements of the Project which would overload or impair the floors (including, without limitation, waterbeds), walls or roof thereof, or cause any increase in the premium rates ordinarily prevailing for the use allowed or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(p) The Board may from time to time establish fees or charges for the use or rental of common elements of the Project or for services provided by the Association. Each owner or occupant shall pay such fee or charge immediately on demand. Any unpaid fees or charges under this section shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fees and charges and may collect these amounts under the procedures provided in the Restated Declaration and these Bylaws for collection of delinquent assessments.⁶⁶

(q) Smoking is prohibited everywhere at Kukui Plaza. Therefore, smoking is prohibited in the apartments, on the lanais, and in all the common elements such as the Garden Deck and the parking areas. The Board shall have the authority to adopt or amend house rules and policies pursuant to Article VII, Section 3 of these Bylaws, to fully implement this provision.

For purposes of this section, "smoking" includes the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or other substances (including medical marijuana) and the use of electronic devices that aerosolize and deliver nicotine or other substances to the person inhaling from the device, and any other activity that is included in the definition of "smoking" under Hawaii law (Section 328J-1 of the Hawaii Revised Statutes, as amended).⁶⁷

Section 3. Rules and Regulations.

The initial House Rules for the Project shall be those adopted on March 18, 1974 by Oceanside Properties, Inc. and on file in its office in Honolulu, Hawaii. The Board, upon

giving notice to all unit owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt, amend or repeal any supplemental house rules governing details of the operation and use of the common elements (exclusive of the limited common elements appurtenant to the commercial space units or the parking stall units of the Lower Level Parking area, as to which the Association and the Board shall have no authority to adopt rules and regulations governing details of the operation and use thereof). Any such house rules shall also be consistent with applicable laws, the Declaration and these Bylaws.

Section 4. Garage Rules.

The Board may, from time to time, adopt, amend, modify or revoke in full or in part such reasonable rules and regulations, to be called Garage Rules, covering those portions of the parking structure and the parking stall units located therein which are not owned by the City and County of Honolulu (the "City"). Copies of such Garage Rules, upon adoption, amendment or modification shall be delivered to each unit owner in the Project and shall be binding upon all members of the Association, occupants of the units and other users of the premises. As to those parking stall units which are owned by the City, the City may from time to time adopt, amend, modify or revoke in full or in part such reasonable rules and regulations governing the conduct of persons using the City's parking stall units.

Section 5. Commercial Building Rules.

The owners of the majority of the common interests of the commercial space units may promulgate Commercial Building Rules which shall govern the conduct of persons using the commercial areas of the Project. These may be amended in the same manner from time to time. Copies of such Commercial Building Rules upon adoption, amendment or modification shall be delivered to each commercial space unit occupant in the Project and shall be binding upon all commercial space unit occupants and users of the premises.

Section 6. Expenses of Enforcement.

Every unit 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 unit, foreclosing its lien therefor, collecting any penalties imposed hereunder or enforcing any provisions of Chapter 514B, Hawaii Revised Statutes, as amended, the Declaration, these Bylaws, rules and regulations enacted by the Board, Chapter 514B of the Hawaii Revised Statutes, as amended, or the rules and regulations of the Real Estate Commission against such owner or any occupant of such unit.⁶⁸

Section 7. Penalty for Violation.

The Board may establish fines for any violation of the Declaration, Bylaws, Commercial Building Rules, Garage Rules or House Rules.⁶⁹

Section 8. Penalty for Spot Violation.

As to any violation of the Declaration, Bylaws, Commercial Building Rules, Garage Rules or House Rules by any offending party who is a short term tenant, lessee, licensee, guest or invitee, short term being defined as a period of less than 14 days, the Resident Manager shall have the right immediately to impose fines, and, in addition, the tenant, lessee, licensee, guest or invitee may also be subject to immediate eviction by the Resident Manager. Where the violation constitutes a breach which amounts to a disturbance of the peace, such offending party may also be subject to immediate eviction.⁷⁰

ARTICLE VIII

MORTGAGES AND EXAMINATION OF DOCUMENTS⁷¹

Section 1. Notice to Board.

A unit owner who mortgages his unit shall notify the Board through the manager of the Project of the name and address of his mortgagee and also of the release of such mortgage. The Board or its designee shall maintain such information in its record of ownership of the Association.⁷²

Section 2. Notice of Unpaid Common Expenses.

The Board, whenever so requested in writing by a purchaser or mortgagee of an interest in a unit, shall promptly report any then unpaid assessments for common expenses due from the owner of such unit.⁷³

Section 3. Notice of Default.

The Board, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of such notice to each holder of a mortgage covering such unit or interest therein whose name and address has theretofore been furnished to the Board.

Section 4. Examination of Documents.

Each⁷⁴ mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times on business days. Financial statements, general ledgers, the accounts receivable ledger, accounts payable ledgers, check ledgers, insurance policies, contracts, and invoices of the Association for the duration those records are kept by the Association, and a list of delinquencies of ninety (90) days or more shall be available for examination by owners at convenient hours at a place designated by the Board; provided that (i) the Board may require such owners to furnish a duly executed and acknowledged affidavit stating that the information is requested in good faith and for the protection of the interests of the Association, or its members, or both; and (ii) that such owners pay for administrative costs in excess of eight hours per year incurred by the Association with respect to such examination. Copies of these items shall be provided to any owner upon such owner's request, subject to such owner's payment of a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request; provided, however, that the Association's most current financial statement shall be available to any owner at no cost or on twenty-four hour loan at a convenient location designated by the Board.

Owners shall also be permitted to view proxies, tally sheets, ballots, owners' check-in lists, and the certificate of election for a period of thirty days following any Association meeting; provided that (i) the Board may require owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or its members or both; and (ii) that owners pay for administrative costs in excess of eight hours per year.

Proxies and ballots may be destroyed following the thirty-day period if there are no requests to examine proxies and ballots; if there are such requests, the proxies and ballots shall be kept for an additional sixty (60) days, after which they may be destroyed. Copies of tally sheets, owners' check-in lists, and the certificates of election from the most recent

Association meeting shall be provided to any owner upon the owner's request; provided that the owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request. Owners may file a written request with the Board to examine other documents. The Board shall give written authorization or written refusal with an explanation of the refusal within thirty calendar days of receipt of the request.

An accurate copy of the Declaration, the Bylaws, the house rules, if any, the master lease, if any, a sample original conveyance document, all public reports and any amendments thereto, shall be kept at the manager's or managing agent's office. The manager or managing agent shall provide copies of Association records maintained pursuant to this Section, Article V, Section 1(p) of these Bylaws, and Hawaii Revised Statutes Sections 514B-152, 514B-153, and 514B-154, as amended to owners, prospective purchasers and their prospective agents during normal business hours, upon payment to the managing agent of a reasonable charge to defray any administrative or duplicating costs.⁷⁵

ARTICLE IX

MISCELLANEOUS

Section 1. Amendment.

These Bylaws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote or written consent of sixty-seven per cent (67%) of all the unit owners, or such lower minimum percentage of all unit owners as may be allowed by law. Such amendment shall be effective only upon the recording and filing of record of an amendment to the Declaration setting forth such amendment of these Bylaws.

Any proposed Bylaws together with the detailed rationale for the proposal may be submitted by the Board or by a volunteer unit owners group. If submitted by that group, the proposal shall be accompanied by a petition signed by not less than twenty-five per cent (25%) of the unit owners as shown in the Association's record of ownership. The proposed Bylaws, rationale, and ballots for voting on any proposed bylaw shall be mailed by the Board to the owners at the expense of the Association for vote or written consent without change within thirty (30) days of the receipt of the petition by the Board. The vote or written consent, to be valid, must be obtained within three hundred sixty-five (365) days after mailing for a proposed Bylaw submitted by either the Board or a volunteer unit owners group. If the Bylaw is duly adopted, the Board shall cause the Bylaw amendment to be recorded. The volunteer unit owners group shall be precluded from submitting a petition for a proposed Bylaw that is substantially similar to that which has been previously mailed to the owners within three hundred sixty-five (365) days after the original petition was submitted to the Board. This Section shall not preclude any unit owner or volunteer unit owners group from proposing any Bylaw amendment at any annual Association meeting.⁷⁶

Section 2. Indemnification.

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. The Board may procure such policy or policies of insurance as it shall deem appropriate to provide for the indemnification set forth above and the cost of such insurance shall be deemed a common expense.

Section 3. Mediation and Arbitration.

If any dispute or difference shall arise between the Association and the owner of any unit with respect to the interpretation or implementation of any provision of the Declaration or Bylaws, the parties shall first attempt mediation, if requested by the owner or the Association, pursuant to Hawaii Revised Statutes Section 514B-161, as amended. If mediation is not successful, the matter in dispute shall be settled by arbitration in accordance with the provisions of Chapter 658A of the Hawaii Revised Statutes, as amended, and if any such disputed matter involves the taking of any action or the payment of any sum required under the Declaration or these Bylaws, the party aggrieved shall nonetheless take such action or pay such sum at the time and in the manner provided in said Declaration and these Bylaws pending the entry of an award in any such arbitration proceeding (or any appeal therefrom) to ensure the efficient operation and administration of the Project.⁷⁷

Section 4. Right of Entry.

The owners shall have the irrevocable right, to be exercised by the Board, to have access to each unit from time to time during reasonable hours as may be necessary for the operation of the property or at any time for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.⁷⁸

Section 5. Subordination.

These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Property Act (Chapter 514B, Hawaii Revised Statutes, as amended), which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Property Act.⁷⁹

Section 6. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions thereof.

Section 7. Gender.

The use of any gender in these Bylaws shall be deemed to include either or both of the other genders and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 8. Interpretation.

In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws 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 unit owners.

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

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

7th day of July, 2017. IN WITNESS WHEREOF, the undersigned have executed this instrument on this

ASSOCIATION OF OWNERS OF KUKUI
PLAZA

By: Jean Mitoko Oyama
(Print name: Jean Mitoko Oyama)
Its: Treasurer

(Signatures continued on next page)

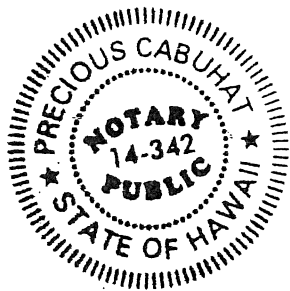
ASSOCIATION OF OWNERS OF KUKUI
PLAZA

By: Mavis Manila Masaki
(Print name: Mavis Maniko Masaki)
Its: President

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

On this 7th day of July, 2017, in the First Circuit of the State of Hawaii, before me personally appeared Jean Mitoko Toyama, 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 Treasurer of the Association of Owners of Kukui Plaza, a Hawaii nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amendment and Second Restatement of the Bylaws of the Association of Owners of Kukui Plaza," 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 JUL - 7 2017 and contained 53 pages at the time of this acknowledgment/certification.

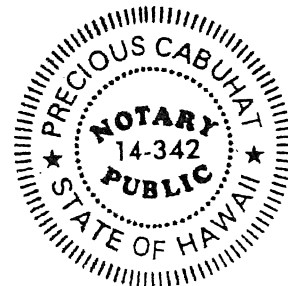


Precious Cabuhat

Print Name: precious Cabuhat
Notary Public, State of Hawaii

My Commission Expires: 10-12-2018

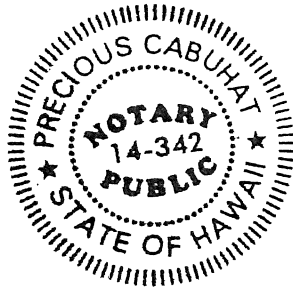
Doc. Date: JUL - 7 2017 # Pages: 53
Name: Precious Cabuhat First Circuit
Doc. Description: Amendment & Second
Restatement of the Bylaws . . .
Precious Cabuhat JUL - 7 2017
Notary Signature Date
NOTARY CERTIFICATION



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

On this 7th day of July, 2017, in the First Circuit of the State of Hawaii, before me personally appeared Ma'uis Maniko Masaki, 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 Owners of Kukui Plaza, a Hawaii nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amendment and Second Restatement of the Bylaws of the Association of Owners of Kukui Plaza," 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 JUL -7 2017 and contained 53 pages at the time of this acknowledgment/certification.



Precious Cabuhat
Print Name: precious Cabuhat
Notary Public, State of Hawaii

My Commission Expires: 10-12-2018

JUL -7 2017 # Pages: 53
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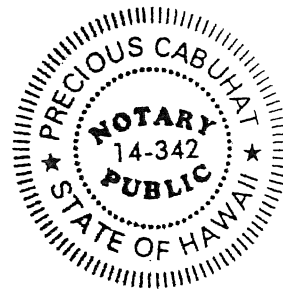


Exhibit "1"

Kukui Plaza
Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E202 & PS2253	1,092,445
E204 & PS5184	573,575
E206	1,105,806
E208 & PS5183	1,126,871
E210 & PS2359	576,829
E212 & PS5182	738,033
E214 & PS5181	580,287
E302, PS2424 & PS5155	1,112,191
E304 & PS5170	591,846
E306 & PS3346	924,892
E308 & PS5171	568,884
E310 & PS5172	578,780
E312 & PS5173	1,092,421
E314 & PS5174	776,364
E401 & PS4044	931,798
E402 & PS4121	568,885
E404 & PS5175	995,375
E405 & PS5176	560,632
E406 & PS4167	1,128,222
E407	767,904
E408 & PS5178	577,511
E409 & PS5179	594,665
E410	1,110,293
E411 & PS5180	578,781
E413 & PS5168	561,617
E414 & PS5167	1,117,806
E415 & PS5152	1,072,952
E501 & PS5142	566,206
E502, PS2324 & PS4252	1,129,516
E503 & PS5165	715,487
E504	596,192
E505 & PS5164	1,127,147
E506 & PS3276	673,151
E507 & PS5163	632,785
E508 & PS5162	667,612
E510 & PS5161	856,429
E511 & PS5160	575,444
E512 & PS5159	1,071,441

Unit No.	TCT No.
E513, PS2353 & PS5149	1,091,558
E514 & PS5158	573,576
E515 & PS2256	1,078,268
E602 & PS2350	1,111,359
E603 & PS3408	1,009,760
E604 & PS4122	900,074
E605 & PS4223	568,887
E606 & PS4224	560,638
E607 & PS4078	1,125,754
E608 & PS4133	978,358
E609 & PS4253	644,710
E610 & PS5144	975,403
E611 & PS3203	845,378
E612 & PS2437	771,442
E613 & PS4131	1,024,613
E614 & PS4130	575,445
E615 & PS3415	593,415
E701	582,164
E702 & PS2227	571,120
E703, PS4129 & PS5189	566,209
E704	669,333
E705 & PS4128	1,103,516
E706 & PS4127	1,032,902
E707	590,827
E708 & PS4166	1,072,376
E709	1,023,799
E710 & PS5132	561,619
E711 & PS4165	566,211
E712 & PS5103	578,784
E713 & PS4164	603,763
E714 & PS3113	579,617
E715 & PS4163	577,674
E801 & PS4162	600,492
E802, PS2331 & PS4088	936,748
E803 & PS4161	584,843
E804 & PS4119	853,760
E805 & PS4160	566,213
E806 & PS4188	573,579

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E807 & PS5191	932,104
E808	1,039,964
E809 & PS4189	883,219
E810 & PS2400	777,397
E812 & PS4191	1,111,611
E813 & PS4192	636,501
E814 & PS4193	568,888
E815 & PS2402	568,889
E901 & PS4194	1,105,279
E902, PS2243 & PS4080	1,139,799
E903 & PS2342	578,786
E904 & PS4195	900,906
E905 & PS4196	560,643
E906 & PS4082	883,691
E907 & PS4197	1,129,046
E908 & PS2373	988,242
E909 & PS4198	1,049,355
E910	859,107
E911 & PS4199	1,017,459
E912 & PS4200	561,620
E913 & PS4079	1,043,513
E914 & PS4201	576,834
E915	660,229
E1001 & PS4202	1,033,002
E1002 & PS4203	568,891
E1003 & PS4204	1,097,885
E1004	1,060,223
E1005 & PS3405	615,790
E1006 & PS4125	1,128,228
E1007 & PS2338	1,103,182
E1008 & PS4206	700,899
E1009 & PS4207	994,711
E1010	582,166
E1011 & PS5109	1,113,011
E1012 & PS4208	891,641
E1013 & PS4120	573,581
E1014 & PS4169	560,644
E1101	1,093,538

Unit No.	TCT No.
E1102 & PS4170	1,088,091
E1103 & PS4171	1,106,786
E1104 & PS4081	561,621
E1105 & PS4172	1,141,860
E1106 & PS4173	1,056,374
E1107 & PS4076	566,215
E1108 & PS4187	1,137,619
E1109 & PS4175	571,122
E1110 & PS2242	1,103,742
E1111 & PS4176	571,123
E1112 & PS4144	1,066,401
E1113 & PS2330	1,104,545
E1114 & PS4178	901,139
E1115 & PS2341	593,416
E1201 & PS3040	970,419
E1202 & PS4179	649,386
E1203 & PS4180	1,109,809
E1204 & PS2428	1,069,983
E1205 & PS4181	702,025
E1206 & PS4046	679,315
E1207 & PS2173	584,844
E1208 & PS4182	1,090,754
E1209 & PS2381	1,078,780
E1210 & PS4183	679,892
E1211 & PS4184	1,142,584
E1212 & PS3391	1,116,147
E1213 & PS4185	1,057,575
E1214	578,793
E1215 & PS4186	1,094,364
E1301, PS2423 & PS4041	948,874
E1302, PS2017, PS2018 & PS4174	563,987
E1303 & PS5146	961,729
E1304 & PS4229	736,095
E1305 & PS4148	579,619
E1306	1,035,363
E1307 & PS2420	571,124
E1308 & PS4149	584,845

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E1309 & PS4150	619,756
E1310 & PS4123	575,451
E1311 & PS2366	647,853
E1312 & PS2357	1,038,467
E1313 & PS5011	579,620
E1314 & PS4152	794,370
E1315 & PS4153	1,099,790
E1401 & PS5107	581,300
E1402 & PS4154	568,893
E1403, PS4216 & PS4219	1,123,997
E1404 & PS4155	908,806
E1405 & PS5150	573,585
E1406 & PS4156	1,088,254
E1407 & PS4157	571,126
E1408 & PS2140	599,789
E1409 & PS4158	560,649
E1410	584,846
E1411 & PS4159	974,041
E1412	775,239
E1413 & PS4134	1,092,586
E1414	1,134,462
E1415 & PS4135	1,116,721
E1501 & PS2220	573,586
E1502 & PS4136	1,008,484
E1503 & PS4137	1,100,611
E1504 & PS4124	575,452
E1505 & PS5153	582,168
E1506 & PS4138	575,453
E1507 & PS2343	985,859
E1508 & PS5018	582,169
E1509 & PS4139	1,035,059
E1510 & PS2308	827,198
E1511 & PS4140	575,454
E1512	568,895
E1513 & PS2367	563,990
E1514 & PS4141	1,045,126
E1515 & PS4142	737,942
E1601 & PS4143	599,728

Unit No.	TCT No.
E1602 & PS4177	576,839
E1603 & PS2375	1,069,305
E1604, PS2374 & PS5143	1,103,179
E1605 & PS4145	1,134,289
E1606	578,794
E1607	566,219
E1608 & PS4146	573,587
E1609 & PS4089	581,639
E1610 & PS2313	930,187
E1611 & PS3381	563,992
E1612	953,418
E1613 & PS3380	561,628
E1614	568,896
E1615 & PS3379	575,455
E1701 & PS2345	1,041,924
E1702 & PS3356	1,091,460
E1703 & PS3377	647,940
E1704	1,108,988
E1705 & PS5154	1,004,370
E1706 & PS3376	1,045,082
E1707 & PS3010	735,481
E1708 & PS4091	1,103,571
E1709 & PS3375	790,146
E1710 & PS2172	1,042,270
E1711 & PS3374	920,480
E1712 & PS2408	566,221
E1713 & PS4087	742,329
E1714 & PS3373	1,044,470
E1715 & PS2354	1,107,989
E1801 & PS5100	1,037,606
E1802 & PS3372	578,797
E1803 & PS3371	1,110,258
E1804 & PS4084	573,591
E1805 & PS3370	725,883
E1806 & PS4250	579,624
E1807 & PS2372	1,081,538
E1808 & PS3369	1,125,167
E1809 & PS3008	573,592

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E1810 & PS3368	821,975
E1811 & PS4126	563,993
E1812 & PS4083	930,534
E1813 & PS3382	1,057,544
E1814 & PS3383	576,841
E1815	585,231
E1901 & PS3367	985,599
E1902, PS2349 & PS3366	572,197
E1903 & PS3365	1,085,563
E1904 & PS3364	575,457
E1905 & PS3363	573,594
E1906 & PS3362	818,054
E1907 & PS3403	671,140
E1908 & PS3360	573,595
E1909 & PS3359	571,130
E1910 & PS3358	1,129,681
E1911 & PS3357	575,458
E1912 & PS3378	584,848
E1913 & PS3355	725,305
E1914 & PS3354	1,119,913
E1915 & PS3353	577,676
E2001, PS2252 & PS3352	762,456
E2002 & PS3351	742,708
E2003 & PS3350	1,139,035
E2004 & PS3349	571,131
E2005 & PS3348	568,900
E2006 & PS3347	773,977
E2007 & PS5106	890,321
E2008 & PS3345	737,941
E2009 & PS3344	1,142,678
E2010 & PS3343	1,130,073
E2011 & PS3342	663,552
E2012 & PS3341	1,060,424
E2013 & PS3340	576,844
E2014 & PS3339	1,037,330
E2015 & PS3338	1,078,120
E2101, PS3251 & PS3337	948,597
E2102, PS3336 & PS4151	971,728

Unit No.	TCT No.
E2103 & PS3335	630,869
E2104 & PS3334	839,045
E2105 & PS3333	1,041,540
E2106 & PS3332	1,068,469
E2107 & PS3331	975,181
E2108 & PS3330	806,447
E2109 & PS3329	640,056
E2110, PS3328 & PS4251	1,076,916
E2111 & PS3327	1,068,822
E2112 & PS3326	615,150
E2113 & PS3325	566,229
E2114 & PS3324	723,007
E2115 & PS3323	986,435
E2201 & PS3153	573,597
E2202 & PS3244	1,129,655
E2203 & PS3320	575,463
E2204 & PS3319	919,455
E2205 & PS3318	594,647
E2206 & PS3317	576,845
E2207 & PS3316	582,174
E2208 & PS3315	1,044,245
E2209 & PS3314	586,572
E2210 & PS3313	772,042
E2211 & PS3312	1,065,636
E2212 & PS3311	579,626
E2213 & PS3310	573,598
E2214 & PS3309	946,759
E2215 & PS3308	994,154
E2301 & PS3307	1,095,282
E2302, PS3306 & PS4249	1,014,464
E2303 & PS3284	885,506
E2304 & PS3285	650,132
E2305 & PS3286	892,240
E2306 & PS3287	953,758
E2307, PS2261 & PS3288	650,548
E2308 & PS3289	936,922
E2309 & PS3290	650,765
E2310 & PS3291	982,498

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E2311 & PS3292	563,997
E2312 & PS3293	1,086,581
E2313 & PS3294	568,904
E2314, PS3295 & PS5185	610,395
E2315 & PS3296	777,860
E2401 & PS4086	1,070,330
E2402, PS2310, PS2336 & PS3298	566,232
E2403 & PS3299	1,036,533
E2404, PS2307 & PS3300	571,137
E2405 & PS3301	1,142,918
E2406 & PS3302	1,128,511
E2407 & PS3303	601,646
E2408 & PS3304	650,309
E2409 & PS3305	579,629
E2410 & PS3283	1,102,646
E2411 & PS5111	1,054,074
E2412 & PS3281	584,850
E2413 & PS3280	1,016,873
E2414 & PS3279	573,601
E2415 & PS3278	849,676
E2501 & PS3277	615,791
E2502, PS3009 & PS4210	1,106,144
E2503 & PS3275	1,098,890
E2504 & PS3274	1,135,098
E2505 & PS3273	1,126,410
E2506 & PS3272	1,123,994
E2507 & PS3271	1,125,755
E2508 & PS3270	1,137,063
E2509, PS2250 & PS3269	700,608
E2510 & PS3268	1,073,684
E2511 & PS3267	703,410
E2512 & PS3266	564,000
E2513 & PS3265	584,852
E2514, PS2382 & PS3264	1,073,481
E2515 & PS3218	1,128,431
E2601 & PS3229	668,966
E2602 & PS3216	564,002

Unit No.	TCT No.
E2603 & PS3215	1,011,102
E2604 & PS3214	992,045
E2605 & PS3213	1,020,220
E2606 & PS3212	1,143,050
E2607 & PS3211	1,001,711
E2608 & PS3210	575,467
E2609 & PS3209	678,484
E2610 & PS3208	1,048,890
E2611, PS3207 & PS5186	561,635
E2612 & PS3206	1,096,812
E2613 & PS3205	992,761
E2614 & PS3204	899,489
E2615 & PS3400	640,567
E2701 & PS3202	1,095,353
E2702 & PS3017	576,849
E2703 & PS3200	1,068,355
E2704 & PS3322	1,077,473
E2705 & PS3198	579,632
E2706 & PS3197	571,138
E2707 & PS4168	1,035,908
E2708 & PS3396	1,010,959
E2709 & PS3395	1,038,529
E2710 & PS3394	1,036,448
E2711 & PS3393	729,133
E2712 & PS3392	935,689
E2713 & PS5108	643,271
E2714 & PS3390	728,819
E2715 & PS3412	1,103,137
E2802, PS2262 & PS4240	1,061,152
E2803 & PS3386	906,680
E2804 & PS3385	1,064,714
E2805 & PS4241	736,530
E2806 & PS3219	566,236
E2808 & PS3221	700,573
E2809, PS3222 & PS4004	620,183
E2810 & PS3223	1,032,869
E2811 & PS3224	971,412
E2812 & PS3225	733,840

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
E2814 & PS3227	594,935
E2815 & PS3228	571,859
E2901 & PS3248	566,237
E2902 & PS3230	560,660
E2903 & PS3282	929,804
E2904 & PS3232	1,110,149
E2905 & PS3233	1,108,341
E2906 & PS3234	1,067,341
E2907 & PS3235	920,328
E2908 & PS3236	1,088,383
E2909 & PS3237	1,124,814
E2910 & PS3238	850,490
E2911 & PS3239	1,045,561
E2912 & PS3240	1,091,947
E2913 & PS3263	891,142
E2914 & PS3262	904,202
E2915 & PS3261	578,805
E3001 & PS3260	1,114,250
E3002 & PS3259	1,091,295
E3003 & PS3258	564,003
E3004 & PS3257	566,238
E3005 & PS3256	568,911
E3006 & PS3255	908,849
E3007 & PS3254	935,112
E3008 & PS5145	1,107,677
E3009, PS2377 & PS3252	1,108,340
E3010 & PS4085	1,087,147
E3011 & PS3250	1,031,254
E3012 & PS3217	578,807
E3013 & PS3384	1,015,596
E3014 & PS3247	1,073,509
E3015, PS2251 & PS3246	1,012,074
E3101, PS3242 & PS3245	1,069,739
E3102, PS4242 & PS4243	951,489
E3103 & PS3243	598,552
E3104 & PS3201	587,666
E3105 & PS3241	576,851
E3106 & PS3411	1,076,534

Unit No.	TCT No.
E3107 & PS3297	803,220
E3108 & PS3413	820,832
E3109 & PS5148	804,312
E3110 & PS3422	807,152
E3111 & PS3421	571,141
E3112 & PS3420	575,475
E3113 & PS3419	568,916
E3114 & PS3418	767,012
E3115 & PS3417	1,120,932
E3201 & PS3416	1,126,869
E3202, PS4042 & PS4043	1,091,226
E3203 & PS3398	975,422
E3204 & PS3399	568,917
E3205 & PS3249	1,042,228
E3206 & PS3401	700,574
E3207 & PS3402	854,296
E3208 & PS3361	579,634
E3209 & PS3404	1,092,287
E3210 & PS4205	1,111,491
E3211 & PS3414	560,666
E3212 & PS3407	1,048,429
E3213 & PS3406	1,085,466
E3214 & PS3409	573,607
E3215 & PS3410	575,478
D106 & PS4033	561,574
D108, PS2228 & PS4031	561,575
D110 & PS2057	1,039,723
D112 & PS4019	1,006,856
D114 & PS4048	1,063,332
D204	997,236
D206 & PS5135	1,140,886
D208 & PS5134	1,045,041
D210 & PS5133	563,949
D212 & PS5059	1,123,267
D214 & PS5022	582,133
D301	1,119,966
D302 & PS5012	1,021,731
D304 & PS5130	1,053,711

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D305 & PS4037	1,081,912
D306 & PS5129	560,588
D307 & PS5024	989,259
D308 & PS4032	932,699
D309, PS5093 & PS5127	561,578
D310 & PS5126	808,133
D311 & PS5020	561,579
D312, PS5098 & PS5099	568,865
D313 & PS5021	1,092,199
D314 & PS5014	1,103,536
D315 & PS5023	1,072,084
D401 & PS5010	1,100,234
D402 & PS2348	1,102,893
D403 & PS3030	751,067
D404 & PS5025	1,110,944
D405 & PS5026	863,649
D406	561,580
D407 & PS5200	1,128,558
D408 & PS5007	1,117,926
D409 & PS5028	571,089
D410 & PS2177	575,418
D411 & PS5029	563,952
D412 & PS5113	860,238
D413 & PS5114	957,917
D414, PS2365 & PS5063	560,591
D415 & PS5115	962,072
D502 & PS2135	1,130,140
D503 & PS4050	1,123,239
D504 & PS2335	932,016
D505 & PS5117	577,656
D506 & PS3085	1,101,940
D507 & PS5118	1,045,076
D508 & PS5119	560,592
D509 & PS5030	1,091,757
D510 & PS5121	693,285
D511	664,123
D512 & PS5122	584,821
D513, PS2070 & PS4028	573,557

Unit No.	TCT No.
D514, PS2054 & PS5041	566,180
D515 & PS5123	568,867
D601 & PS4017	1,135,266
D602 & PS2084	576,808
D603	1,011,618
D604 & PS5035	1,081,234
D605 & PS5085	576,810
D606	696,010
D607 & PS2091	576,811
D608 & PS5086	1,090,698
D609 & PS4013	891,918
D610 & PS5087	576,812
D611 & PS5088	863,335
D612 & PS2379	582,136
D613 & PS5089	575,419
D614	980,643
D615 & PS5090	573,558
D701 & PS2362	571,092
D702 & PS4215	1,068,771
D703 & PS2316	930,133
D704 & PS5091	973,267
D705	1,041,997
D706 & PS2090	560,594
D707 & PS5092	750,746
D708 & PS2138	584,823
D709	561,582
D710 & PS5094	1,061,389
D711 & PS5015	987,656
D712 & PS5095	1,006,803
D713 & PS5096	1,054,853
D714, PS2378 & PS5097	1,090,772
D715 & PS4008	786,012
D801 & PS5073	645,550
D802 & PS5032	561,583
D803	610,995
D804 & PS5074	1,031,288
D805 & PS5075	1,127,066
D807 & PS5076	865,613

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D808 & PS4111	1,045,942
D810 & PS5078	578,763
D811	1,002,092
D812, PS2436 & PS5079	560,597
D813	1,079,551
D814 & PS5080	563,955
D901 & PS4118	1,036,167
D903 & PS5081	563,956
D904 & PS5082	1,033,627
D905	1,017,988
D907 & PS2360	1,091,192
D908 & PS5084	571,096
D909 & PS5042	560,599
D910 & PS5138	584,825
D911 & PS5043	666,741
D912 & PS5006	1,111,492
D913 & PS5044	708,633
D914 & PS5045	1,032,296
D915 & PS4090	1,066,847
D1001 & PS5046	1,023,209
D1002 & PS5062	1,064,076
D1003 & PS4218	1,049,193
D1004 & PS5048	925,303
D1005 & PS5049	1,023,210
D1006 & PS4248	1,141,469
D1007 & PS5050	1,137,845
D1008	1,009,933
D1009	578,764
D1010 & PS5051	1,102,930
D1011 & PS5003	882,335
D1012 & PS4225	1,126,395
D1013 & PS4226	1,044,194
D1014 & PS4227	1,093,615
D1015, PS3188 & PS5005	1,088,385
D1101 & PS4228	949,357
D1102 & PS4040	571,099
D1103 & PS2055	686,310
D1104 & PS4230	848,176

Unit No.	TCT No.
D1105 & PS2019	655,161
D1106 & PS4231	1,059,800
D1107 & PS4030	1,112,046
D1108 & PS4232	571,100
D1109 & PS5068	1,046,917
D1110 & PS4233	768,931
D1111 & PS4234	579,639
D1112 & PS5060	1,079,645
D1113 & PS2361	1,088,386
D1114 & PS4235	573,561
D1115 & PS4001	598,585
D1201, PS2023, PS2024 & PS2351	578,765
D1202 & PS4236	1,056,518
D1203 & PS2346	565,186
D1204 & PS4237	560,604
D1205 & PS4038	584,827
D1206 & PS4238	571,101
D1207 & PS5002	1,019,996
D1208	947,048
D1209 & PS4106	1,080,249
D1210 & PS4107	1,109,893
D1211 & PS4005	1,132,207
D1212 & PS4108	561,588
D1213 & PS5034	568,872
D1215 & PS4110	1,035,511
D1301 & PS5009	1,134,743
D1302, PS4011 & PS4027	566,188
D1303 & PS5001	563,959
D1304 & PS4112	781,197
D1305 & PS2053	1,102,288
D1306 & PS4113	571,103
D1307	1,067,041
D1308	1,103,869
D1309 & PS4114	583,603
D1310 & PS4115	794,902
D1311 & PS2383	586,125
D1312 & PS4116	582,143

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D1313	563,960
D1314 & PS2347	573,562
D1401 & PS4029	729,039
D1402 & PS4092	641,543
D1403 & PS5190	1,032,717
D1404 & PS4093	1,047,520
D1405 & PS4036	1,099,782
D1406 & PS4094	1,139,250
D1407	584,828
D1408 & PS4095	1,138,574
D1409 & PS4096	1,100,023
D1410 & PS2355	636,014
D1411 & PS2136	831,523
D1412 & PS4097	1,046,612
D1413 & PS4018	571,104
D1414 & PS4098	976,382
D1415 & PS4009	1,122,335
D1501	1,009,040
D1502 & PS4099	1,131,749
D1503 & PS5008	587,140
D1504 & PS4100	852,557
D1505 & PS4132	573,563
D1506 & PS4101	1,037,226
D1507	1,013,944
D1508 & PS2050	586,569
D1509 & PS4102	573,564
D1510	1,117,235
D1511 & PS4012	902,959
D1512 & PS4103	899,020
D1513	560,611
D1514 & PS4104	576,816
D1515 & PS2304	1,100,538
D1601 & PS3042	931,687
D1602 & PS4055	1,100,420
D1603 & PS2364	587,141
D1604 & PS4063	670,020
D1605 & PS2363	576,817
D1606 & PS4064	566,189

Unit No.	TCT No.
D1607 & PS5038	621,546
D1608 & PS4065	842,675
D1609 & PS4066	565,043
D1610 & PS5151	585,226
D1611 & PS5066	1,079,652
D1612 & PS4067	567,071
D1613	575,428
D1614 & PS4068	613,706
D1615 & PS5013	1,132,678
D1703	1,096,313
D1705 & PS2380	1,053,900
D1706 & PS4072	568,874
D1707 & PS4007	568,875
D1708, PS2222 & PS4073	1,024,374
D1709 & PS4047	587,665
D1710 & PS4074	1,122,078
D1711	705,275
D1712 & PS2020	1,070,469
D1713 & PS4062	1,092,198
D1714 & PS3133	638,270
D1715 & PS4061	686,185
D1801 & PS4060	900,128
D1802 & PS4059	682,869
D1803 & PS5136	584,832
D1804 & PS4058	566,190
D1805 & PS3028	1,130,207
D1806 & PS4213	852,648
D1807 & PS4057	1,083,761
D1808 & PS4056	1,051,365
D1810	706,885
D1811 & PS4105	1,049,897
D1812 & PS5065	1,124,492
D1813 & PS4054	576,819
D1814 & PS4053	1,132,003
D1815 & PS4052	861,291
D1901 & PS4051	1,131,493
D1902 & PS4006	1,047,857
D1903 & PS3423	896,138

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D1904 & PS3424	611,493
D1905 & PS3425	1,118,361
D1906 & PS3426	1,138,007
D1907 & PS3427	1,043,020
D1908 & PS3428	1,013,246
D1909 & PS3429	628,136
D1910 & PS3430	1,070,035
D1911 & PS3431	1,110,945
D1912 & PS3432	561,594
D1913 & PS3433	561,595
D1914 & PS3434	579,646
D1915 & PS3435	1,053,910
D2001 & PS3175	573,567
D2002 & PS3172	579,647
D2003 & PS3199	575,430
D2004 & PS3157	566,191
D2005 & PS3158	1,045,772
D2006 & PS3159	631,362
D2007 & PS3160	566,193
D2008 & PS3161	1,032,829
D2009 & PS3162	1,106,857
D2010 & PS3163	560,621
D2011 & PS3164	576,821
D2012 & PS3165	571,111
D2013 & PS3166	617,209
D2014 & PS3167	1,093,107
D2015 & PS3168	750,754
D2101 & PS3169	566,827
D2102, PS2170 & PS3170	1,093,201
D2103 & PS3171	1,053,383
D2104	1,023,804
D2105 & PS3173	603,164
D2106 & PS3174	1,063,204
D2107 & PS3154	967,154
D2108 & PS5031	1,062,002
D2109 & PS3152	814,504
D2110 & PS3151	839,060
D2111 & PS3150	795,467

Unit No.	TCT No.
D2112 & PS3149	624,737
D2113 & PS3148	573,568
D2114 & PS3089	1,081,053
D2115 & PS3146	680,436
D2201, PS3145 & PS4015	633,831
D2202, PS3144 & PS3231	611,134
D2203 & PS3143	591,984
D2204, PS3142 & PS4003	1,073,580
D2205 & PS3141	1,098,261
D2206 & PS3140	1,111,493
D2207 & PS3139	754,054
D2208 & PS3138	1,016,387
D2209 & PS3137	1,064,603
D2210 & PS3136	1,038,337
D2211 & PS3135	577,665
D2212 & PS3134	1,122,109
D2213 & PS4034	1,107,700
D2214 & PS3132	822,852
D2215, PS2052 & PS3087	613,200
D2301 & PS3086	760,152
D2302 & PS4026	956,292
D2303 & PS3071	568,878
D2304 & PS3083	571,112
D2305 & PS3082	600,348
D2306, PS2226 & PS3081	1,059,292
D2307 & PS3080	1,086,941
D2308 & PS3079	1,066,789
D2310 & PS3077	899,994
D2311 & PS3076	728,057
D2312 & PS3075	1,076,284
D2313 & PS3074	889,884
D2314 & PS3073	725,846
D2315 & PS3090	563,967
D2401, PS2089 & PS3084	1,130,420
D2402 & PS3070	775,238
D2403 & PS3069	874,479
D2404 & PS3068	577,666
D2405 & PS3067	568,879

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Kukui Plaza
Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D2406 & PS3066	983,729
D2407 & PS3065	650,387
D2408 & PS3064	1,126,455
D2409 & PS3063	563,969
D2410 & PS3062	1,126,454
D2411 & PS3061	560,624
D2412 & PS3060	953,999
D2413 & PS3059	1,108,342
D2414 & PS3058	578,769
D2415 & PS3057	573,571
D2501 & PS3056	1,117,702
D2502, PS3055 & PS4254	1,083,485
D2503 & PS3054	1,100,084
D2504 & PS3053	561,601
D2505 & PS3052	840,475
D2506 & PS3051	616,776
D2507 & PS3050	584,837
D2508 & PS3049	1,060,011
D2509 & PS3048	582,150
D2510 & PS3047	681,163
D2511 & PS3046	577,667
D2512 & PS3045	722,063
D2513 & PS3007	680,435
D2514 & PS3024	586,570
D2515 & PS3023	566,199
D2601 & PS3022	1,064,504
D2602 & PS4147	660,145
D2603 & PS3006	703,409
D2604 & PS4021	587,670
D2605 & PS3018	563,971
D2606 & PS3016	1,132,975
D2607 & PS4022	967,884
D2608, PS2305 & PS3015	1,044,842
D2609 & PS3014	1,139,242
D2610 & PS3013	584,838
D2611 & PS3012	1,142,524
D2612 & PS3011	709,368
D2613 & PS4023	1,091,669

Unit No.	TCT No.
D2614 & PS4024	583,571
D2615	1,070,268
D2701 & PS3025	561,603
D2702 & PS3020	1,055,471
D2703 & PS3005	682,152
D2704	1,036,597
D2705 & PS3003	577,669
D2706 & PS3002	1,138,049
D2707 & PS3001	563,973
D2708 & PS3196	560,627
D2709 & PS3195	1,041,056
D2710 & PS3194	1,086,988
D2711 & PS3193	1,043,270
D2712 & PS3192	773,034
D2713 & PS3191	685,581
D2714 & PS3190	610,393
D2715 & PS3189	839,786
D2801 & PS4002	563,974
D2802, PS3187 & PS4014	948,439
D2803 & PS3186	1,123,377
D2804 & PS3185	677,997
D2805 & PS3184	923,019
D2806 & PS3183	582,153
D2807 & PS3182	577,670
D2808 & PS3181	578,770
D2809 & PS3180	1,075,918
D2810 & PS3179	561,607
D2811 & PS3178	1,076,728
D2812 & PS3177	949,746
D2813 & PS3176	959,805
D2814 & PS3131	1,075,868
D2815 & PS3130	734,029
D2901 & PS3129	1,095,076
D2902 & PS3128	1,111,256
D2903 & PS3127	1,069,245
D2904 & PS3072	889,692
D2905 & PS3125	1,125,054
D2906 & PS3124	631,361

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Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
D2907 & PS3123	921,077
D2908 & PS3122	987,078
D2909 & PS3121	1,103,754
D2910 & PS3120	919,462
D2911 & PS3119	1,108,419
D2912 & PS3118	619,430
D2913 & PS3117	561,611
D2914 & PS3397	863,608
D2915 & PS3115	960,068
D3001 & PS3114	900,127
D3002 & PS3388	849,879
D3003 & PS3112	638,532
D3004 & PS3111	1,137,930
D3005 & PS3110	1,080,138
D3006 & PS3109	566,202
D3007 & PS3108	1,127,409
D3008 & PS3107	582,565
D3009 & PS3106	702,232
D3010 & PS3105	1,139,245
D3011 & PS3104	1,075,153
D3012 & PS3103	578,776
D3013 & PS3102	1,118,359
D3014 & PS3101	571,119
D3015 & PS3100	959,806
D3101 & PS3099	954,826
D3102 & PS3098	1,128,430
D3103 & PS5188	1,106,033
D3104 & PS3096	815,928
D3105 & PS3095	578,777
D3106 & PS3094	1,105,826
D3107 & PS3093	560,633
D3108 & PS3147	1,015,931
D3109 & PS3091	868,136
D3110 & PS3126	841,986
D3111 & PS3156	916,348
D3112 & PS3088	1,075,177
D3113 & PS4045	561,613
D3114 & PS3026	575,438

Unit No.	TCT No.
D3115 & PS3039	667,461
D3201 & PS3038	930,988
D3202 & PS3037	594,396
D3203 & PS3036	678,347
D3204 & PS3035	965,796
D3205 & PS3034	1,092,197
D3206 & PS3033	1,082,587
D3207 & PS3032	855,901
D3208 & PS3044	1,055,051
D3209 & PS4016	870,698
D3210 & PS3029	1,117,758
D3211 & PS4020	1,133,878
D3212 & PS3031	992,966
D3213 & PS3021	880,944
D3214 & PS3027	563,979
D3215 & PS3043	786,095
C101	575,196
C102, PS2309 & PS3019	1,053,262
C103 & PS4035	582,131
C104, PS2358 & PS5137	707,099
C105, PS2339, PS2340 & PS4049	588,273
C106 & PS3097	1,091,222
C107	922,605
C108 & PS2356	571,082
C109, PS2223 & PS2224	710,691
C110 & PS3092	1,039,629
C111	571,084
C112	1,031,368
C113	677,473
C114, PS2254, PS2255, PS2257 & PS4246	669,129
C115, PS4244 & PS4245	669,130
C116	669,131
C117A	883,220
C118	669,132
C119A & PS4247	802,592
C201, PS5064 & PS5215	839,914

Exhibit "1"

Kukui Plaza

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List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
C202 & PS5052	1,010,614
C203, PS5207 & PS5208	1,069,596
C204, PS5204, PS5212 & PS5213	1,070,651
C205 & PS5216	1,084,200
C206	1,084,199
C207, PS5196, PS5197 & PS5202	824,674
C208A, PS2092, PS2093, PS5033 & PS5054	577,652
C209, PS4239 & PS5203	1,114,482
C210A	883,218
C210D, PS5139, PS5140 & PS5195	577,654
C211A, PS2425, PS5205, PS5210 & PS5217 through PS5219	1,062,218
C117B & PS3253	1,105,809
C119B, D501, D806, D809, D815, D902, D906, D1214, D1315, D1701, D1702, D1704, D1809, D2309, E412, E509, E601, E811, E1015, E2801, E2807, E2813, PS2087, PS2168, PS2334, PS3041, PS3078, PS3220, PS3226, PS3387, PS4069, PS4070, PS4071, PS4075, PS4077, PS4109, PS4117, PS4190, PS4255, PS4256, PS5027, PS5077, PS5083, PS5116 & PS5169	551,542
C119C, PS5004, PS5036, PS5037, PS5039, PS5040, PS5147, PS5192, PS5193, PS5194, PS5198, PS5199 & PS5201	1,065,907
C211B, PS5112, PS5120, PS5125, PS5128 & PS5131	1,062,217

Unit No.	TCT No.
C208B, PS5019, PS5156 & PS5157	1,054,793
C208C, PS5104 & PS5105	1,054,794
C208D, PS5058, PS5061, PS5067 & PS5069	1,054,795
C210B, PS4222, PS5016, PS5017, PS5047, PS5055, PS5056, PS5057, PS5070, PS5071 & PS5072	883,221
C210C, PS5102 & PS5110	577,653
C211C	1,029,785
C211D, C211E, PS3389, PS4212, PS4214, PS4217, PS5124, PS5166 & PS5177	1,057,730
C117C, PS2225, PS2303, PS4220 & PS4221	1,085,133
PS1001 thru PS1456, PS2001 thru PS2016, PS2025 thru PS2049, PS2056, PS2058 thru PS2069, PS2071 thru PS2083, PS2085, PS2086, PS2094 thru PS2134, PS2137, PS2139, PS2141 thru PS2167, PS2171, PS2174 thru PS 2176, PS2179 thru PS2219, PS2221, PS2229 thru PS2241, PS2244 thru PS2249, PS2258 thru PS2260, PS2263 thru PS2302, PS2306, PS2311, PS2312, PS2314, PS2315, PS2317 thru PS2323, PS2325 thru PS2329, PS2333, PS2384 thru PS2399, PS2401, PS2403 thru PS2407, PS2409 thru PS2419, PS2421, PS2426, PS2427, PS2429 thru PS2435, PS2438 thru PS2444	551,543

Exhibit "1"

Kukui Plaza

Land Court Condominium Map No. 199 and Regular System Condominium Map No. 342

List of Current Transfer Certificate of Title Numbers

Unit No.	TCT No.
PS2021 & PS2022	1,040,582
PS2051	820,865
PS2169	645,017
PS2178	1,019,788
PS2332	1,038,864
PS2337	592,117
PS2344	1,101,552
PS2376	751,533
PS2422	906,681
PS2088	839,783
PS2352	584,855
PS3004	561,604
PS3116	561,612

Unit No.	TCT No.
PS3155	1,056,510
PS 3321 & PS4209	677,472
PS4010	839,912
PS4025	1,083,193
PS4039	785,905
PS4211	1,058,692
PS5101	883,217
PS5141	730,280
PS5187	1,070,309
PS5206, PS5209, PS5211 & PS5214	879,610
PS5220	858,739

ENDNOTES

The following endnotes correspond to provisions in the Bylaws which have been restated to conform to Chapter 514B, Hawaii Revised Statutes ("HRS"), as amended, the Federal Fair Housing Act, as amended (Title 42, Chapter 45 of the United States Code) and its State counterpart, HRS Chapter 515, as amended, and to integrate all amendments made to the Bylaws. This Amendment and Second Restatement of Bylaws correctly sets forth without change the corresponding provisions of the original Bylaws, as amended and restated, and supersedes the original Bylaws and all prior amendments and restatements thereto. This Restatement was made solely for the purpose of information and convenience. In the event of a conflict, the Restatement shall be subordinate to the cited statute.

¹ Act 65 (SLH, 1988) redesignated the Horizontal Property Act as the Condominium Property Act and Act 164 (SLH, 2004) recodified HRS Chapter 514A as Chapter 514B. Therefore, throughout this restatement, references to the previous usage have been restated to reflect present terminology. The "Restated Bylaws of the Association of Owners of Kukui Plaza" dated December 1, 1989 (the "First Restated Bylaws"), filed as Land Court Document Number 1689119 and also recorded in Liber 23964 at Page 460, replaced "Chapter 514," "Horizontal Property Act," and "horizontal property regime" with "Chapter 514A," "Condominium Property Act," and "condominium property regime," respectively. Article I, Section 1 was also restated to clarify that the Declaration was initially recorded simultaneously with the Bylaws, but is now recorded separately.

² This portion of Article II, Section 2 was restated to conform to HRS Section 514B-121(b), which allows the owners to call a special meeting only if the owners represent 25% of the common interest.

³ This portion of Article II, Section 2 was restated to conform to HRS Section 514B-121(b), which: (a) clarifies that the meeting may be called by a majority of the Board; (b) authorizes the Managing Agent to receive an owners' petition and send notices; and (c) adds that if a petition is received, the notices of special meeting must be sent within 14 days.

⁴ This portion of Article II, Section 3 was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(3) (now Section 514B-121(c)), which states the requirements for a notice of meeting. It was further restated to conform to HRS Section 514B-121(c), which states that the notice must contain information on any proposed amendment to the governing documents, subject to the owners' right to propose amendments or to remove Board members at the annual meeting.

⁵ This portion of Article II, Section 3 was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(3) (now Section 514B-121(c)), which requires that notice be given at least 14 days in advance of the meeting.

⁶ This portion of Article II, Section 3 was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(3) (now Section 514B-121(c)), which does not authorize giving notice of Association meetings by publication. It was further restated to conform to HRS Section 514B-121(c), which authorizes the Association to give notice by electronic mail at the option of a unit owner.

⁷ Article II, Section 5 was originally Article III, Section 5 of the Bylaws. It was amended by the "Second Amended Declaration of Horizontal Property Regime of Kukui Plaza" dated January 9, 1976 (the "1976 Amendment"), filed as Land Court Document Number 750234 and also recorded in Liber 11171 at Page 312, to reduce the quorum requirement from a majority to 40% of the owners.

⁸ This sentence was added to Article II, Section 6 to conform to HRS Section 514B-123(c), which prohibits the use of votes held by the Association for the election or reelection of directors.

⁹ This sentence was added to Article II, Section 6 to conform to HRS Section 514B-123(b), which authorizes voting by mail or electronic transmission.

¹⁰ This portion of Article II, Section 7(a) was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(4) (now Section 514B-123(h) and (i)), which regulates the Board's use of Association funds to distribute proxies. It was further restated to conform to HRS Section 514B-123(i), HRS, which extends this regulation to employees of the resident manager and Managing Agent.

¹¹ This sentence of Article II, Section 7(a) was restated to conform to HRS Section 514B-123(b), which adds that the proxy can be revoked only by giving actual notice to the Secretary or the Managing Agent.

¹² This sentence of Article II, Section 7(a) was restated to add a reference to HRS Section 514B-124, which lists the matters in which the seller of a unit retains the right to vote.

¹³ This portion of Article II, Section 7(a) was restated to conform to HRS Section 514B-123(h), which replaced the words "solicit" and "solicitation" with "distribute" and "distribution," and also requires that the Board post notice of its intent to distribute proxies at least 21 days in advance, instead of 30 days.

¹⁴ This portion of Article II, Section 7(a) was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(4) (now Section 514B-123(h) and (i)), which regulates the Board's use of Association funds to distribute proxies. It was further restated to conform to HRS Section 514B-123(h)(1), which changed the requirements for the owner's statement.

¹⁵ The last sentence was added to Article II, Section 7(a) to conform to HRS Section 514B-123(j), which restricts the ability of the Board to prohibit solicitation regarding Association matters.

¹⁶ Article II, Section 7(b) was added by the First Restated Bylaws to conform to HRS Section 514A-83.2 (now 514B-123), on the requirements for a proxy to be valid.

¹⁷ Article II, Section 7(b)(1) was restated to conform to HRS Sections 514B-3 and 514B-22, which replaced the word "apartment" with the word "unit".

¹⁸ Article II, Section 7(b)(3) was restated to conform to HRS Section 514B-123(d)(3)(C), which replaced "majority of the Board" with "majority of the directors present at the meeting."

¹⁹ Article II, Section 7(b)(4) was added by the First Restated Bylaws to conform to HRS Section 514A-83.2(d) (now Section 514B-123(h)(2)), which prohibited an officer or the Board from using Association funds to solicit proxies. It was further restated to conform to HRS Section 514B-123(h)(2), which authorizes a Board member to use Association funds to solicit proxies if the Board member proceeds as an owner under Section 514B-123(h)(1) and Article II, Section 7(a) of these Bylaws.

²⁰ Article II, Section 7(b)(5) was added to conform to HRS Section 514B-123(d), which requires on the proxy form a box concerning an owner's request for the annual audit report.

²¹ Article II, Section 9 was added to conform to HRS Section 514B-121(d), which requires that Association meetings be conducted in accordance with Robert's Rules of Order Newly Revised.

²² Article II, Section 10 was added to conform to HRS Section 514B-122, which states the requirements for keeping minutes of the Association's meetings. These requirements were previously stated in Article VIII, Section 4 of these Bylaws.

²³ Article III, Section 1 was restated to conform to: (1) HRS Section 514B-107(a), which expands the list of persons who may serve on the Board and prohibits two representatives from the same unit on the Board, and (2) HRS Section 514B-107(b), which prohibits the condominium's resident manager or Association employees from serving on the Board.

²⁴ Article III, Section 2 was restated by the First Restated Bylaws to conform to HRS Section 514A-82.4 (now Section 514B-106(a)), which imposes a fiduciary duty on all directors of the Association. It was further restated to conform to HRS Section 514B-106(a), which references the duty of loyalty and care required of officers and directors of nonprofit corporations.

²⁵ This portion of Article III, Section 5 was restated by the First Restated Bylaws to replace "may" with "shall" to conform to HRS Section 514A-82(b)(1) (now Sections 514B-106(f) and 514B-121(b)), which requires that a successor director be elected at the removal meeting. It was further restated to conform to HRS Section 514B-106(f), which requires that a majority of owners vote on the removal and replacement of the directors.

²⁶ This portion of Article III, Section 5 was added by the First Restated Bylaws to conform to HRS Section 514A-82(b)(1) (now Sections 514B-106(f) and 514B-121(b)). It was further restated to conform to: (1) HRS Sections 514B-3 and 514B-22, which replaced the word "apartment" with the word "unit"; and (2) HRS Section 514B-121(b), which states that the petitioners may send notices and proxies at the Association's expense.

²⁷ Article III, Section 9 was added by the First Restated Bylaws to conform to HRS Section 514A-83.1 (now Sections 514B-125(a) and (b)), relating to the right of owners to attend Board meetings and the right of the Board to adjourn and reconvene in executive session. It was further restated to conform to HRS Section 514B-125(b), which expanded the list of matters for which the Board may meet in executive session.

²⁸ Article III, Section 10 was added by the First Restated Bylaws to conform to HRS Section 514A-82(b)(9) (now Section 514B-125(d)), regarding the requirement to post a notice of all Board meetings. It was further restated to delete the words "Whenever practicable", in accordance with HRS Section 514B-125(d).

²⁹ This portion of Article III, Section 13 was restated by the First Restated Bylaws to conform to HRS Section 514A-95.1(a)(1) (now Section 514B-143(a)(3)), which also covers directors and managing agents.

³⁰ This sentence was added by the First Restated Bylaws to Article III, Section 13 to conform to HRS Section 514A-95.1(a)(1), which explains the purpose of the fidelity bond.

³¹ This sentence was added to Article III, Section 13 to conform to HRS Section 514B-143(a)(4), which also requires directors and officers liability coverage.

³² The first sentence of Article III, Section 14 which provides for directors' fees of \$50 per meeting was deleted to conform to HRS Section 514A-82(b)(10) (now Section 514B-107(d)). This portion of Article III, Section 14 was added by the First Restated Bylaws to conform to HRS Section 514A-82(b)(10) (now Section 514B-107(d)), regarding travel, directors' fees, and per diem expenses.

³³ This portion of Article III, Section 14 was added to conform to HRS Section 514B-107(d), which authorizes directors to be reimbursed for actual expenditures incurred on behalf of the Association.

³⁴ Article III, Section 15 was added by the First Restated Bylaws to conform to HRS Section 514A-82(b)(11) (now Section 514B-107(e)), which requires that certain documents be given to directors at the Association's expense. It was further restated to conform to HRS Section 514B-107(e), which requires that a copy of Chapter 514B of the Hawaii Revised Statutes be given to directors.

³⁵ Article III, Section 16 was added by the First Restated Bylaws to conform to HRS Section 514A-82(b)(5) (now Section 514B-125(f)), which requires directors to disclose conflicts of interest prior to any vote on the issue for which a conflict arises and not vote when a conflict exists.

³⁶ Article III, Section 17 was added to conform to HRS Section 514B-125(c), which authorizes telephonic meetings.

³⁷ Article III, Section 18 was added to conform to HRS Section 514B-125(c), which requires that Board meetings be held in accordance with Robert's Rules of Order Newly Revised.

³⁸ Article III, Section 19 was added to conform to HRS Section 514B-125(e), which prohibits directors from voting by proxy.

³⁹ Article III, Section 20 was added to conform to HRS Section 514B-126, which states the requirements for keeping minutes of Board meetings. These requirements were previously stated in Article VIII, Section 4 of these Bylaws.

⁴⁰ Article III, Section 21 was added to conform to HRS Section 514B-107(f), relating to educational expenses.

⁴¹ Article IV, Section 2 was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(7) (now Section 514B-107(c)), which prohibits an employee of the Association's Managing Agent from being an officer of the Association.

⁴² Article IV, Section 8 was restated to include subsections. It was further restated to conform to HRS Sections 514B-123(d) and 514B-150, which require that the Association provide a copy of the annual audit report upon request by an owner.

⁴³ Article IV, Section 8 (now Article IV, Section 8(b)) was restated by the First Restated Bylaws to conform to HRS Section 514A-96 (now Section 514B-150), which requires an annual unannounced verification of the Association's cash balance. It was further restated to conform to HRS Section 514B-150, which requires that the verification be made by a public accountant and authorizes only associations of less than 20 units to waive the verification requirement.

⁴⁴ Article V, Section 1(e) was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(8) (now Section 514B-133(b)), which prohibits Association employees from selling or renting units in the Project without owner approval. It was further restated to conform to HRS Section 514B-133(b), which raised the required percentage of approval from 65% to 67%.

⁴⁵ Article V, Section 1(f) was restated to reference the requirements of HRS Section 514B-148, relating to Association reserves. These requirements were incorporated to Section 19.0 of the Declaration.

⁴⁶ Article V, Section 1(g) was amended in 2017 to read as provided herein, with the approval of owners of at least 67% of the common interest.

⁴⁷ Article V, Section 1(h) was restated to incorporate a reference to the insurance requirements stated in HRS Section 514B-143.

⁴⁸ Article V, Section 1(i) was restated to include a reference to the requirements of HRS Section 514B-149, regarding the handling and disbursement of funds.

⁴⁹ Article V, Section 1(m) was restated by the First Restated Bylaws to conform to HRS Section 514A-82.3 (now Section 514B-105(e)). It was further restated to conform to HRS Section 514B-105(e), which authorizes the owners to either vote or give their written consent, no longer requires the approval of a majority of the number of apartments, and authorizes the Board to borrow funds on the project's personal property and generally for the operation of the project.

⁵⁰ Article V, Section 1(n) was restated to conform to HRS Sections 514B-3 and 514B-22, which replaced the word "apartment" with the word "unit".

⁵¹ Article V, Section 1(o) was added by the First Restated Bylaws to conform to the Federal Fair Housing Act, as amended (Title 42, Chapter 45 of the United States Code) and its State counterpart, HRS Chapter 515, as amended, to outline the rights provided to disabled occupants and guests of the project.

⁵² Article V, Section 1(p) was added by the First Restated Bylaws to conform to HRS Section 514A-83.3 (now Section 514B-153(e)), regarding the membership list. It was further restated to conform to HRS Sections 514B-153(e) and (f), which prohibit commercial and political solicitation without the Board's prior consent.

⁵³ Article V, Section 1(q) was added to conform to HRS Section 514B-142, which limits the Association's liability for taking measures related to elderly or disabled residents.

⁵⁴ Article V, Section 2 was originally Article II, Section 4 of the Bylaws, which stated that the Association “may” employ a management agent. It was amended by the 1976 Amendment to state that the Association “shall” employ a Managing Agent. It was amended again by “Ninth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza” dated July 8, 1981 (the “1981 Amendment”), filed as Land Court Document Number 1075575 and also recorded in Liber 15679 at Page 136, to authorize the Association to be self-managed.

⁵⁵ Article V, Section 3 was amended by the 1981 Amendment to include the manager or managers of the Project in the representatives of the Association.

⁵⁶ Article VI, Section 1 was amended by the 1981 Amendment to state that the Board determines the manner and the place of payment. It was further restated by the First Restated Bylaws to conform to HRS Section 514A-92.2 (now Section 514B-144(h)), which requires 30 days’ written notice to increase assessments. It was restated to include subsections.

⁵⁷ Article VI, Sections 1(b) and 1(c) were added to conform to HRS Sections 514B-146(c) and (d), which require that owners pay their assessments before they can dispute them.

⁵⁸ Article VI, Section 2(a) was restated by the First Restated Bylaws to conform to HRS Section 514A-90 (now Section 514B-146(a)), which states that a mortgage of record has priority over the Association’s lien only if it was recorded before the Association’s notice of lien. It was further restated to include references to HRS Section 514B-146(g), which state under which conditions the Association can collect unpaid assessments incurred before a foreclosure.

⁵⁹ Article VI, Section 2(a) was restated to conform to HRS Section 514B-146(a), which authorizes nonjudicial foreclosures and clarifies that the lien secures unpaid common expenses owned to the Association.

⁶⁰ Article VI, Section 2(b) was restated to conform to HRS Section 514B-146(g), which was amended by Act 196 (SLH, 2013) to authorize the Association to collect unpaid assessments from all purchasers at a foreclosure, including mortgagees of a mortgage of record.

⁶¹ Article VI, Section 2(b) was restated to replace the reference to Chapter 514A with Chapter 514B and HRS Section 514A-90 with Section 514B-146, its equivalent under the Recodification.

⁶² Article VII, Section 1 was amended by “Eighth Amendment to the Declaration of Horizontal Property Regime of Kukui Plaza” dated July 16, 1980, filed as Land Court Document Number 1021931 and also recorded in the Bureau of Conveyances in Liber 14860 at Page 699.

⁶³ Article VII, Section 2(g) was restated to include a reference to Article V, Section 1(o) of the Bylaws to recognize the right of disabled occupants to make reasonable modifications to the Project.

⁶⁴ Article VII, Section 2(m) was restated by the First Restated Bylaws to conform to the Federal Fair Housing Act, as amended (Title 42, Chapter 45 of the United States Code) and its State counterpart, Chapter 515 of the Hawaii Revised Statutes, as amended, regarding the right of disabled occupants to have assistance animals on the Project. It was further restated to recognize other assistance animals.

⁶⁵ Article VII, Section 2(n) was restated to reference (1) Article V, Section 1(o) of the Bylaws and the special rights disabled occupants may have to install equipment made necessary by the disability, and (2) the Telecommunications Act of 1996 and the rules adopted by the Federal Communications Commission implementing Section 207 of that Act, which restricts an association's authority to limit an owner or resident from installing antennas and small satellite dishes designed to receive video programming.

⁶⁶ Article VII, Section 2(p) was added in 2017, with the approval of owners of at least 67% of the common interest.

⁶⁷ The second Article VII, Section 2(p) was added in 2017 with the approval of owners of 67% of the common interest. It has been restated and re-designated as Article VII, Section 2(q) to follow sequence.

⁶⁸ Article VII, Section 6 was restated by the First Restated Bylaws to conform to HRS Section 514A-94(a) (now Section 514B-157(a)), which states that the Association may recover its costs and expenses in enforcing its governing documents, the Condominium Property Act, or the rules of the Real Estate Commission. It was further restated to add that the Association may enforce the Condominium Property Act.

⁶⁹ Article VII, Section 7 was amended in 2017 to read as provided herein, with the approval of owners of at least 67% of the common interest.

⁷⁰ Article VII, Section 8 was amended in 2017 to read as provided herein, with the approval of owners of at least 67% of the common interest.

⁷¹ Article VIII was restated by the First Restated Bylaws to include provisions regarding examination of the Association's documents.

⁷² Article VIII, Section 1 was amended by the 1981 Amendment.

⁷³ Article VIII, Section 2 was amended by the 1981 Amendment.

⁷⁴ The words "owner and each" were deleted by the First Restated Bylaws to conform to HRS Section 514A-83.5 (now Sections 514B-152, 514B-153, and 514B-154), which contain separate requirements for owners to inspect and/or make copies of Association records.

⁷⁵ Article VIII, Section 4 was restated by the First Restated Bylaws to add the requirements of HRS Sections 514A-83.5 (now Section 514B-154), regarding the availability of the Association's documents to owners and mortgagees. It was further restated to conform to: (1) HRS Section 514B-154(b), which states how long financial records, insurance policies, and contracts must be kept; (2) HRS Section 514B-154(c), which requires that proxies and ballots be kept for longer than 30 days if there is a request to examine them; and (3) HRS Section 514B-154(d), which expands the list of records that must be made available to owners, prospective purchasers, and their prospective agents. It was further restated to remove the paragraph regarding minutes of the Board and the Association. These requirements are now stated in Article II, Section 10 (regarding Association meetings) and Article III, Section 20 (regarding Board meetings).

⁷⁶ Article IX, Section 1 was restated by the First Restated Bylaws to conform to HRS Section 514A-82(b)(2) (now Section 514B-108(e)), which states that the Bylaws may be amended by

written consent of the owners and reduces the required percentage of approval from 75% to 65%. It was further restated to conform to HRS Section 514B-108(e), which increased the required percentage of approval from 65% to 67%, and authorizes a volunteer unit owners group to propose an amendment to the Bylaws.

⁷⁷ Article IX, Section 3 was restated to (1) conform to HRS Section 514B-161, which states that if a party requests mediation, the other party is required to participate in mediation, and (2) recognize that Act 265 (SLH, 2001) recodified Chapter 658 as Chapter 658A.

⁷⁸ Article IX, Section 4 was added by the First Restated Bylaws to conform to HRS Section 514B-82(b)(6) (now Section 514B-137), regarding the Association's right to enter units. It was further restated to conform to HRS Section 514B-137(b), which clarifies that this right may be exercised at any time for emergency repairs.

⁷⁹ Article IX, Section 5 was restated to replace the reference to Hawaii Revised Statutes Chapter 514A with Chapter 514B.