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STATE OF HAWAII
(BUREAU OF CONVEYANCES)

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DOCUMENT NO: T-10266197
DATE: FEB 9, 2018 TIME: 8:02 AM

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Total pages: 24

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Tax Map Key: (1) 8-5-017-008

Condominium Map No.: 150
(Land Court)

**AMENDED BY-LAWS OF THE ASSOCIATION
OF APARTMENT OWNERS OF MAKAHA SURFSIDE**

This AMENDED BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF "MAKAHA SURFSIDE" ("Amendment") is made as of the 18th day of January, 2018 by the ASSOCIATION OF APARTMENT OWNERS OF "MAKAHA SURFSIDE," whose address is c/o Hawaiian Properties, Ltd., 1165 Bethel Street, 2nd Floor, Honolulu, Hawaii 96813,

WITNESSETH THAT:

WHEREAS, the Declaration of Horizontal Property Regime of Makaha Surfside dated November 28, 1972, (the "Declaration") was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Number 608328 and noted on the Transfer Certificate of Title Nos. listed on Exhibit "A"; and

WHEREAS, the By-Laws of the Association of Apartment Owners of Makaha Surfside (the "By-Laws") were attached to the Declaration; and

WHEREAS, Condominium Map No. 150 was filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii; and

WHEREAS, the Association was incorporated on June 17, 1991 under Chapter 414D of the Hawaii Revised Statutes; and

WHEREAS, the Declaration was amended by instrument dated December 11, 1973, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 660872; instrument dated June 22, 1978 and filed in said Office as Document No. 937647; instrument dated February 6, 1990 and filed in said Office as Document No. 1714547; and

WHEREAS, Hawaii Revised Statutes Section 514B-108(e) provides that the vote or written consent of at least sixty-seven per cent of the owners is necessary for any amendments to the Restated By-Laws; and

WHEREAS, owners holding at least sixty-seven percent of the common interest in the Project have approved amending the By-Laws by written consent;

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

AMENDED BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS
OF MAKAHA SURFSIDE

ARTICLE I
CONDOMINIUM OWNERSHIP. APPLICABILITY OF BY-LAWS

Section 1. Condominium Ownership. The property is located at 85-175 Farrington Highway, Waianae, City and County of Honolulu, State of Hawaii, was submitted to the provisions of Chapter 514, Hawaii Revised Statutes (the "Horizontal Property Act"), now known as Chapter 514B, Hawai'i Revised Statutes (the "Condominium Property Act"), by a Declaration filed in the Office of the Assistant Registrar of the State of Hawai'i as Document No. 608328, and known as the "Makaha Surfside" (herein known as the Project).

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the project and to the use and occupancy thereof. All present and future owners, mortgagees, lessees, and occupants of apartments, parking stalls, Convenience Service Centers 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 By-Laws, the Declaration and the House Rules.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of an apartment or other interest in the Project or use of any of the facilities of the Project shall constitute an agreement that these By-Laws, 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 provided that in the event of a natural disaster, such as a hurricane, an association meeting may be held outside the State.

ARTICLE II BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Project shall be governed by a Board composed of seven (7) persons, all of whom shall be owners, co-owners, vendees under an agreement of sale, a trustee of a trust which owns an apartment, or an officer, partner, member, or other person authorized to act on behalf of any other legal entity which owns an apartment. There shall not be more than one representative on the board from any one apartment.

Section 2. Powers and Duties. The Board of Directors of the Association shall be responsible only for the administration of those portions of the project relating to the apartments and the common elements appurtenant thereto. All other areas of the Project shall be administered by and be the sole responsibility of the owners, their successors and assigns.

The Board shall have the powers and duties necessary for the administration of the affairs of the apartments described above, and may do all such acts and things except as by law or by the Declaration or by these By-Laws and may not be delegated to the Board by the owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) Operation, care, security, upkeep and maintenance of the portions of the common elements;
- (b) Collection of monthly assessments from the apartment owners;
- (c) Employment and dismissal of the personnel necessary for the maintenance, repair, replacement and operation of the common elements;
- (d) Keeping of detailed accurate records of the receipts and expenditures affecting the common elements specifying and itemizing the maintenance and repair expenses incurred. Such records and vouchers authorizing payment shall be available for examination by the apartment owners or other owners of interests in the Project at convenient hours of weekdays;
- (e) Obtaining of insurance for the Project, including the apartments, pursuant to the provisions of the Declaration;
- (f) Making of repairs, additions and improvements to or alterations of the Project and repairs to the restoration of the Project in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (g) Determination of common expenses and fixing of common charges.

Section 3. Additions Alterations or Improvements by the Board. Whenever in the judgment of the Board the common elements shall require additions, alterations or improvements, costing in excess of two hundred and fifty thousand dollars (\$250,000.00) as adjusted from time to time in accordance with the annual percentage increase in the Consumer Price Index for All Urban Consumers ("CPI-U") for Honolulu published by the U. S. Bureau of Labor Statistics (provided that if said index shall no longer be published, a comparable index published by the United States government shall be used) and the making of such additions, alterations or improvements shall have been approved by the owners of apartments, parking stalls and Convenience Service Centers having appurtenant thereto a majority of the total common interests, the Board shall proceed with such additions, alterations or improvements and shall assess all owners for the cost thereof as a common expenses Any additional alterations or improvements costing two hundred and fifty thousand dollars (\$250,000.00) or less as adjusted from time to time in accordance with the annual percentage increase in the Consumer Price Index for All Urban Consumers ("CPI-U") for Honolulu published by the U. S. Bureau of Labor Statistics (provided that if said index shall no longer be published, a comparable index published by the United States government shall be used) may be made by the Board without approval of the owners and the cost thereof shall constitute part of the common expenses.

Section 4. Managing Agent and Manager. The Board may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article. The Board may employ any other employee or agent to perform such duties at such salaries as the Board may establish.

Section 5. Election and Term of Office. Election of Directors may be by cumulative voting, shall be by secret ballot at each annual meeting unless waived, or at any special meeting called for that purpose. Directors shall hold office for a period of two (2) years or until their respective successors have been elected, subject to removal as herein provided.

Section 6. 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 shall cause his office to become vacant.

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 a majority of the remaining Directors until a successor is elected by the Association at the next annual meeting or duly noticed special Association meeting. Any special Association meeting to fill vacancies shall be held on a date that allows sufficient time for owners to declare their intention to run for election and to solicit proxies for that purpose.

Section 7. Removal of Directors. At any regular or special meeting 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 to fill the vacancy thus created. Any Director whose

removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. 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.

Section 9. Organization Meeting. The first meeting of a newly-elected Board of Directors shall be held immediately after the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided that a majority of the whole Board must be present.

Section 10. 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; by email, by telephone or by mail address to residence at least 7 days prior to meeting date. Notice of all Board meetings shall be posted by the managing agent, resident or site manager, or a member of the Board, in prominent locations within the project seventy-two hours prior to the meeting or simultaneously with notice to the Board.

Section 11. Special Meetings. Special meetings of the Board may be called by the President on one day's notice to each Director, given personally or by mail, addressed to his residence, or by telephone, or e-mail, which notice shall state the time, place (as hereinafter 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 12. 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, 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 13. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of 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 may 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 14. Bonds of Officers and Employees. The Association shall at all times maintain a fidelity bond covering persons, including the managing agent and its employees, who control or disburse funds of the Association. The premium on such bonds shall be paid by the Association.

Section 15. Teleconference 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 apartment 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 apartment owner pay for the costs associated with the participation.

ARTICLE III ASSOCIATION OF OWNERS

Section 1. Annual Meeting. The annual meeting of the Association shall be held once a year, within 90 days following the close of the Association's fiscal year on a date to be decided by the Board.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of owners of interests to which are appurtenant, in the aggregate, not less than twenty-five percent (25%) of the common interests. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association by mail or email if authorized in writing by the owner.

Section 3. Notice of Meetings. A written or printed notice of every meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting not less than fourteen days (14) 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 his place of residence or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or email if authorized in writing by the owner or (d) by publishing such notice in any newspaper of general circulation in the County wherein the Project is located, such notice to be published not less than two times on successive days, the first publication thereof to be not less than three days nor more than ten days prior to the day assigned for the meeting. 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 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 a meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of the ARTICLE III. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice 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 interests in aggregate which represents a majority of the total interest in the common interest are present; in person or by proxy shall constitute a quorum. The acts of a majority of a quorum present, in person or by

proxy at any meeting shall be the acts of the Association, except as otherwise provided by law or By-Laws. "Majority" as used herein means more than fifty percent (50%).

Section 6. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which the owner of any interest is entitled shall be the percentage assigned to such interest in accordance with the Declaration. Any specified percentage of the owners means the owners of interests to which they are appurtenant such percentage of the common interests as are established in accordance with the Declaration. 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 Office of the Assistant Registrar of the Land Court, 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 interest so owned at all meetings of the Association. Any provision to the contrary notwithstanding co-owners or joint owners shall be deemed one owner entitled to the percentage vote allocated to their interest.

Section 7. Voting. Proxies and pledges. 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 such member is a firm, corporation, partnership, association, trust, or other legal entity, by the trustee, officer, partner, member, or other person authorized to act on behalf of any other legal entity which owns an apartment, and shall be filed with the Secretary. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any interest 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 interest 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 interest in such capacity. A proxy to be valid, shall comply with Section 514B-123, Hawai'i Revised Statutes, or any successor thereto.

Section 8. Adjournment Any meeting of the Association may be adjourned from time to time to such place as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement of the meeting. Any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers, who need not be members of the Board, 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 organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3 Removal of Officers. Upon an affirmative vote of a majority of the members of the

Board, 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. The President shall preside at all meetings of the Association and the Board 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 the President may 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 6. Treasurer. The Treasurer shall supervise the management agent's or manager's custody of all funds of the Association, maintenance of accounts and records thereof, and preparation of final 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 By-Laws, and shall have such other powers and duties as may be incidental to the office of Secretary, given by these By-Laws or assigned from time to time by the Directors. If the Secretary is not present at any meeting, the presiding officer shall appoint a Secretary Pro Tem who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor. The Association shall require an annual audit of the Association financial accounts and no less than one annual unannounced verification of the Association's cash balance by a public accountant.

ARTICLE V OBLIGATIONS OF THE OWNERS

Section 1. Determination of Common Expenses and Fixing of Common Charges The Board shall from time to time, and at least annually, prepare a budget for the Project, determine the amount of common charges payable by the owners to meet common expenses of the Project, and allocate and assess such common charges among the owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the Declaration. The Board shall advise all owners promptly, in writing, of the amount of common charges payable by each of them respectively, as determined by the Board. Such charges shall be due and payable by each of them respectively, as determined by the Board. Such charges shall be due and payable monthly in advance of the first day of the month, shall be subject to a late fee penalty, an amount determined by the Board of Directors, ten

(10) days after the due date until paid, and with such interest shall be a lien on the entire condominium interest of the delinquent owner, assessed prior in right to all other charges whatsoever except that such lien shall be 1) subordinate to assessments, liens and charges in favor of the state of Hawaii for taxes past due and unpaid on such apartment of interest and 2) subordinate to the lien of any mortgage instrument duly recorded. Said expenses and assessments shall be reviewed periodically by the Board to determine if any adjustment of the charges are necessary.

Section 1A. Use of Apartments. No trade of business of any kind may be conducted in or from any residential Apartment except that an Owner or occupant residing in a residential Apartment may conduct such business activity within the Apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Apartment: (b) the business activity conforms to all zoning requirements: (c) the business activity does not involve persons coming onto the common elements who do not reside in the condominium: (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association: and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

Section 1B. No Timesharing. The residential apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing plan, arrangement or program, including without limitations any so-called "vacation license", "travel club or other membership" or "time-interval ownership" arrangement. The term "time-sharing" as used shall be deemed to include, but shall not be limited to any plan, program or arrangement under which the right to use, own, lease or possess an apartment or apartments in the Project rotates among persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, beneficial interest under a Hawaii Land Trust, rental or use agreement, co-tenancy agreement, partnership or otherwise.

Section 1C. Insurance – Apartments

- (1) As provided by Section 514B-143(g), Hawaii Revised Statutes and notwithstanding anything to the contrary herein or in the Declaration, the Board shall have the authority to require Apartment Owners to obtain reasonable types and levels of insurance in an amount determined by the Board from time to time. The liability of an Apartment Owner shall include but not be limited to the deductible of the Owner whose Apartment was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.
- (2) If the apartment Owner(s) do not purchase or produce evidence of insurance requested by the Board, the Board may, in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the Apartment Owner or Owners. In no event shall the Association or Board be liable to any

person with regard to the failure or neglect of an Owner to purchase insurance, for a decision by the Board not to purchase insurance for the Owner as provided in the Condominium Property Act, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

Section 1D. Damage and Destruction. If the building is damaged by fire other casualty which is insured against and said damage is limited to a single unit, the insurance proceeds shall be used by the Board, for payment of the contractor employed by the Board to rebuild or repair such Apartments, including paint, floor covering and fixtures, in accordance with the original plans and specifications therefor. If such damages extends to two or more Apartments or extends to any part of the limited common elements or the common elements:

a) If apartment owners do not within six (6) months after such casualty agree in writing, in accordance with the provisions of the Declaration that the building need not be rebuilt, the Board shall contract to repair or rebuild the damaged portions of the building including all Apartments so damaged, as well as the common elements, in accordance with plans and specification therefor, which will restore the same to the design immediately prior to destruction. The insurance proceeds shall be paid by the board or by the insurance trustee, if any, to the contractor employed for such work, in accordance with terms of the contract for such construction. If the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding such damaged portions of the building, the board is expressly authorized to pay such costs in excess of the insurance proceeds from the maintenance fund, and if the maintenance fund is insufficient for this purpose, the Board shall levy a special assessment on the owners of the apartments in proportion to their respective common interest.

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

- i. A certified architect and/or registered professional engineer will be in charge of the work.
- ii. Notice of payment shall be made not less than seven (7) days and shall be accompanied by a certificate from the architect and or engineer stating the work completed has been done in compliance with the approved plans and specifications and that the sum requested is required to reimburse the board for payments by the Board to or is justly due to the contractor, subcontractor, and all other persons rendering services or material for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by the Board, the sum requested does not exceed the value of the work done to date of certificate.
- iii. Each request shall be accompanied by waivers of liens satisfactory to the Board or Insurance Trustee, covering that part of the work for which payment or reimbursement is being requested and by a title company insurance policy that insures that no liens are filed on the work completed.
- iv. The request for payment after the work has been completed shall be accompanied by a copy of any certificate required by authority to render legal occupancy of the

- premises.
- v. The fees and expenses of the Insurance trustee as determined by the Board and/or insurance trustee shall be paid by the Association as a common expenses, such fees and expenses may be deducted from any proceeds at any time in the hands of Insurance trustee.
 - vi. Such other conditions not inconsistent with the foregoing as the Board may reasonably request.

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

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

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

f) Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Directors and the Apartment Owners on the request of the Board shall execute an assignment of their interest in any such award to the Board. In the event of partial taking, the Board shall arrange for the repair and restoration of such common elements and the Board shall disburse the proceeds of such awards so received to the contractors engaged in such repair and restoration in the appropriate progress payments noted above. In the event of all of the building is taken, the Board shall disburse the net proceeds of such award received by the Board in the same manner as required to distribute insurance proceeds.

Section 2. Maintenance and Repair. (a) All maintenance of and repairs to any apartment, parking stall or Convenience Service Center, structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein), and not necessitated by the negligence, misuse or neglect of the owner thereof shall be made by the owner thereof. Each owner shall be responsible for all damages to any and all other apartments, parking stalls and Convenience Service Centers and/or to the common elements, that his failure to do so may engender; (b) All maintenance, repairs and replacements to the common

elements, whether located inside or outside of the apartments, parking stalls or Convenience Service Centers, (unless necessitated by the negligence, misuse or neglect of an owner, in which case such expense shall be charged to such owner), shall be made by the Board and charged to all owners as a common expense

(b) An apartment Owner grants a right of access to his apartment to the Manager and/or Managing agent and/or any other person authorized by the Board of Directors, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Apartment and threatening another Apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his apartment or elsewhere in the building, provided that request for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be deemed granted, to be effective immediately, whether the Owner is present at the time or not. The Association shall not be responsible to pay the costs of removing or replacing any finished surfaces or other barriers that impede its ability to maintain and repair the common elements.

Section 3. Representation. The Board, shall represent the Association or any two or more owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or more than one apartment, parking stall or Convenience Service Center, 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 owners individually to appear, sue or be sued. Service of process on two or more owners in any such action, suit or proceeding shall be made as provided by law and the rules of court.

Section 4 Foreclosure of Lien. In any suit to foreclose a lien against any owner of an apartment, parking stall or Convenience Service Center, the Association shall be represented through the Board. The Manager or Board acting on behalf of the owners, shall have the power to bid for and acquire any such apartment, parking stall or Convenience Service Center at the foreclosure sale. The delinquent owner shall be required to pay to the Association a reasonable rent for such apartment, parking stall or Convenience Service Center until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the lien securing the same.

Section 5. House Rules. The Board may, from time to time, adopt, amend, modify and/or revoke in full or in part, such reasonable rules and regulations, to be called House Rules governing the conduct of persons using said Project as it may deem necessary. Copies of such House Rules, upon adoption, amendment, modification and/or revocation thereof shall be delivered to each owner of an apartment, parking stall and Convenience Service Center in the Project and shall be binding upon its members of the Association, occupants of apartments, and other users of the premises. House Rules will be delivered by email to all residents who have provided their email addresses, and will be posted on the (3) three bulletin boards on the property, and posted on the Makaha Surfside Web site within 48 hours of changes or additions.

Section 6. Title. Every owner shall promptly cause to be duly recorded in the Office of the

Assistant Registrar of the Land Court, State of Hawaii, the deed, lease, assignment or other conveyance to him of his apartment or other evidence of his title thereto. Such evidence of title must be filed with the Manager who shall maintain such information in the record of ownership of the Association.

Section 7. Animals. No animals whatsoever shall be kept or allowed in any part of the project, provided that:

(a) Notwithstanding the foregoing, any owner that is keeping a pet in the owner's apartment as of the date of recordation stamped on the first page hereof may upon the death of the animal, replace the animal with another and continue to do so for as long as the owner continues to reside in the Project.

(b) Tenants or owners who are persons that are handicapped as defined in Chapter 515, Hawai'i Revised Statutes, and who do not have an equal opportunity to use and enjoy apartments or the common elements on account of such handicap or disability, may be permitted to keep animals as a reasonable accommodation when such accommodation is necessary to afford the person with such equal opportunity; provided that such persons:

(i) provide such information as is necessary to establish that the person is disabled, if the disability is not apparent;

(ii) provide such information as is necessary to establish the need for the use of the animal to afford the person equal use and enjoyment of the housing, including but not limited to a report from the person's treating physician, psychiatrist, psychologist, other mental health professional, or social worker to establish that the animal provides support and alleviates at least one of the symptoms or effects of the person's disability.

(c) Animals shall not be kept, bred or used for any commercial purpose, nor allowed on any common elements except in transit when carried or on a leash and in the owner's full control or be allowed to defecate or urinate on the common elements, and the owner must clean up after the animal in the event that the animal defecates or urinates upon the common elements and repair any damage to the Project caused by the animal.

(d) Any animal which is causing a nuisance or unreasonable disturbance to any other occupant of the building including but not limited to making excessive noise, or which poses a threat to the health or safety of any owner, occupant or guest, including but not limited to lunging at, threatening or attacking any owner, occupant or guest shall, upon notice given by the Board of Directors or Managing Agent, be immediately and permanently removed from the premises. "Excessive noise" means continuous and/or incessant barking, baying, crying, howling, or any other noise which disturbs any person at any time of day or night for ten consecutive minutes or intermittently for twenty minutes.

(e) All animals must be registered with the Resident or Site Manager.

(f) Notwithstanding anything herein to the contrary, animals which exhibit aggressive or vicious behavior are not permitted.

(g) Animal waste must not be disposed of in a toilet or sink or elsewhere where it will enter the waste disposal or storm drain systems. It must be double-bagged and placed in a dumpster.

Section 8. Enforcement of Declaration, By-Laws and House Rules.

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

(b) Litigation, Costs and Expenses. All costs and expenses incurred including reasonable attorney's fees shall be paid for by the offending party and owner in the event of any action to recover penalties and damages or for injunctive relief.

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

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

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

ARTICLE VI EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts and all other conveyances shall be signed by such person or persons as shall be provided by general or special resolution of the Board, and in the absence of any such resolution applicable thereto such instrument shall be signed by the President or Vice President and by the Treasurer or Secretary or Assistant Treasurer or Assistant Secretary.

ARTICLE VII LIABILITY OF OFFICERS

Section 1. Exculpation. No Director or Officer of the Association or Board shall be liable for

acts or defaults of any other Director, Office or other member or for any loss sustained by the Association except for willful misconduct or willful negligence.

Section 2. Indemnification. Every Director, Officer and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director, Officer or Member of the Association or Board, whether or not he continues to be such Director, Officer or Member at the time such costs, expenses or liabilities are incurred or imposed except in relation to matters as to which he shall finally be adjudged, in such action, suit, proceeding, investigation or inquiry, to be liable for willful misconduct or willful negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not limitation of all other rights to which such person may be entitled as a matter of law and shall inure to the benefit of the legal representative of such person.

ARTICLE VIII BY-LAWS

Section 1 Amendment. These By-Laws may be amended, modified or revoked in any respect from time to time by the vote or written consent of at least sixty-seven percent of the common interest. No amendment to the By-Laws shall be effective until set forth in an amendment to the Declaration duly recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii.

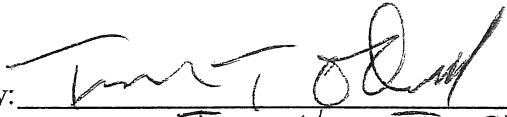
Section 2. Conflict. In the event of any conflict between these By-Laws and the provisions of Chapters 514A and/or 514B Hawaii Revised Statutes, as amended, the latter shall govern and apply.

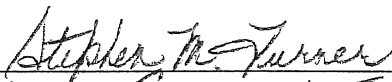
In all other respects, the Bylaws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Makaha Surfside, Incorporated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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 19 day of January, 2018.

ASSOCIATION OF APARTMENT OWNERS
OF MAKAHA SURFSIDE

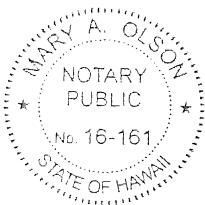
By: 
(Print name: Timothy T. O'Donnell)
Its: PRESIDENT

By: 
(Print name: STEPHEN M. TURNER)
Its: SECRETARY

STATE OF HAWAI'I)
) SS.
CITY & COUNTY OF HONOLULU)

On this 19th day of January, 2018, in the First Circuit of the State of Hawai'i, before me personally appeared Timothy T O'Donnell, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the President of the Association of Apartment Owners of Makaha Surfside, a Hawai'i nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amended By-Laws of the Association of Apartment Owners of Makaha Surfside" as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

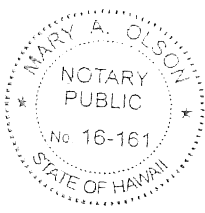
The foregoing instrument is dated January 19, 2018 and contained 23 pages at the time of this acknowledgment/certification.



[Signature]
Print Name: Mary A Olson
Notary Public, State of Hawai'i

My Commission Expires: 05/15/2020

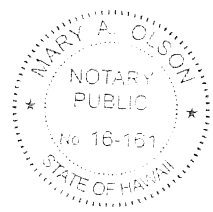
NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Amended By-Laws of the Association of Apartment Owners of Makaha Surfside</u>	
Document Date: <u>01/19/18</u>	
No. of Pages: <u>23</u>	Jurisdiction: <u>First</u> Circuit
(in which notarial act is performed)	
<u>[Signature]</u>	Date of Notarization and Certification Statement
<u>Mary A Olson</u>	(Official Stamp or Seal)
Printed Name of Notary	



STATE OF HAWAI'I)
) SS.
CITY & COUNTY OF HONOLULU)

On this 19th day of January, 2018, in the First Circuit of the State of Hawai'i, before me personally appeared STEPHEN M. TURNER, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the SECRETARY of the Association of Apartment Owners of Makaha Surfside, a Hawai'i nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amended By-Laws of the Association of Apartment Owners of Makaha Surfside" 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 January 19, 2018 and contained 23 pages at the time of this acknowledgment/certification.



[Signature]
Print Name: Mary A Olson
Notary Public, State of Hawai'i

My Commission Expires: 05/15/2020

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Amended By-Laws of the Association of Apartment Owners of Makaha Surfside</u>	
Document Date: <u>01/19/18</u>	
No. of Pages: <u>23</u>	Jurisdiction: <u>First</u> Circuit
(in which notarial act is performed)	
<u>[Signature]</u>	Date of Notarization and
Signature of Notary	Certification Statement
<u>Mary A Olson</u>	(Official Stamp or Seal)
Printed Name of Notary	

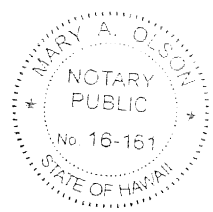


Exhibit "A"

Makaha Surfside
Land Court Condominium Map No. 150

List of Current Transfer Certificate of Title Numbers

Apt No.	Parking Stall	Transfer Certificate of Title No.
A101	A38	742,046
A102	A39	742,046
A103	A40	1,076,209
A104	A41	1,076,209
A105	A42	779,334
A106	A43	1,107,948
A107	A44	797,291
A108	A45	972,381
A109	A46	908,740
A110	A47	1,072,403
A111	A48	1,024,082
A112	A49 & O35	367,692
A114	A50	1,106,943
A116	A51	643,952
A117	A52	473,811
A118	A53	755,738
A119	A54	1,134,419
A120	A55	755,961
A121	A56	632,951
A122	A57	1,140,492
A123	A58	908,727
A124	A17	704,371
A125	A18	1,018,234
A126	A19	703,545
A127	A20	1,115,369
A128	A21	1,084,663
A129	A22	359,042
A131	A23	1,145,749
A132	A24	1,101,408
A133	A25	746,063
A134	A26	708,632
A135	A27	713,033
A136	A28	790,776
A137	A29	1,044,588
A138	A30	1,037,605
A139	A31	771,458
A140	A32	1,116,255
A141	A33	1,112,901
A142	A34	367,690
A143	A35	248,809
A201	A36	784,770
A202	A37	1,078,388
A203	C17	1,097,498
A204	C18	539,807
A205	C19	274,209

Apt No.	Parking Stall	Transfer Certificate of Title No.
A206	C20	1,057,294
A207	C21	338,893
A208	C22	1,015,518
A209	C23	985,167
A210	C24	1,132,417
A211	C25	1,058,169
A212	C26	799,354
A214	C27	1,132,329
A215	C28	975,271
A216	C29	1,095,663
A217	C30	1,141,884
A218	C31	759,016
A219	C32	1,136,889
A220	C33	850,527
A221	C34	819,599
A222	C35	1,137,450
A223	C36	1,116,454
A224	C37	742,469
A225	C38	890,978
A226	C39	978,642
A227	C40	762,900
A228	C41	776,850
A229	C42	755,560
A230	C43	843,397
A231	C44	1,089,008
A232	C45	528,940
A233	C46	1,074,163
A234	C47	1,118,537
A235	C48	740,935
A236	C49	602,439
A237	C50	968,315
A238	C51	1,060,560
A239	C52	512,061
A240	C53	485,891
A241	C54	745,126
A242	C55	809,868
A243	C56	1,131,840
A301	C57	781,315
A302	C58 & O52	315,089
A303	D28	703,291
A304	D29	703,861
A305	D30	967,693
A306	D31	474,570
A307	D32	1,075,329
A308	D33	1,122,235

Exhibit "A"

**Makaha Surfside
Land Court Condominium Map No. 150**

List of Current Transfer Certificate of Title Numbers

Apt No.	Parking Stall	Transfer Certificate of Title No.
A309	D34	530,719
A310	D35	543,849
A311	D36	1,132,280
A312	D37	788,270
A314	D38	642,389
A315	D39	1,019,597
A316	D40	1,085,325
A317	D41	863,935
A318	D42 & B33	836,817
A319	D43	1,032,771
A320	E10	494,390
A321	E11	373,968
A322	E12	1,061,290
A323	E14	1,126,925
A324	E15	490,193
A325	E16	740,024
A326	E17	1,123,929
A327	E18	166,313
A328	E19	516,676
A329	E20	1,021,852
A330	E21	881,122
A331	E22	1,142,356
A332	E23	1,074,095
A333	E24	1,097,069
A334	E25	501,320
A335	E26	514,130
A336	E27 & B40	1,141,621
A337	E28	688,689
A338	E29	741,029
A339	E30	1,121,188
A340	E31	748,846
A341	E32	1,099,151
A342	E33	1,134,615
A343	E34	1,100,149
A401	F28	1,008,582
A402	F29	916,344
A403	F30	1,135,037
A404	F31	1,087,080
A405	F32	1,074,203
A406	F33	515,074
A407	F34	1,057,295
A408	F35	1,109,929
A409	F36	1,058,842
A410	F37 & O38	718,145
A411	F38	775,401

Apt No.	Parking Stall	Transfer Certificate of Title No.
A412	F39	1,145,740
A414	F40	569,383
A415	F41	1,113,535
A416	F42	729,896
A417	E35	1,137,457
A418	E36	929,748
A419	E37	1,131,585
A420	E38 & B35	1,137,605
A421	E39	367,691
A422	E40	779,153
A423	E41	166,331
A424	E42	367,689
A425	B41 & E43	453,857
A426	E44	703,616
A427	E45	785,632
A428	E46	295,775
A429	E47	1,104,093
A430	E48	794,371
A431	E49	818,598
A432	E50	1,144,504
A433	E51	665,459
A434	E52	1,084,773
A435	E53	910,084
A436	E54	1,004,578
A437	E55	1,119,121
A438	E56	1,029,828
A439	E57	469,075
A440	E58	1,135,080
A441	E59	1,024,476
A442	E60	1,098,895
A443	E61	767,935
B101	D55	1,138,011
B102	D54	675,805
B103	D53	950,024
B104	D52	530,754
B105	D51	1,051,801
B106	D50	1,070,458
B107	D49	1,141,989
B108	D48	1,137,878
B109	D47	166,346
B110	D46	1,118,162
B111	D45	1,113,440
B112	D44	606,091
B115	D68	1,068,609
B116	D67	317,282

Exhibit "A"

**Makaha Surfside
Land Court Condominium Map No. 150**

List of Current Transfer Certificate of Title Numbers

Apt No.	Parking Stall	Transfer Certificate of Title No.
B117	D66	435,364
B118	D65	1,043,644
B119	D64	1,142,976
B120	D63	627,629
B121	D62	739,768
B122	D61	1,123,756
B123	D60	702,714
B124	D59	615,795
B125	D58	1,075,956
B126	D57	1,092,500
B127	D56	738,704
B201	D16	617,661
B202	D17	1,104,936
B203	D18	1,078,555
B204	D19	1,060,215
B205	D20	1,067,610
B206	D21	1,138,560
B207	D22	851,629
B208	D23	1,051,319
B209	D24	816,381
B210	D25 & B42	801,135
B211	D26	609,996
B212	D27	1,084,400
B214	D1	323,670
B215	D2	679,433
B216	D3	350,611
B217	D4	1,033,454
B218	D5 & B7	1,081,961
B219	D6	609,360
B220	D7 & B43	783,373
B221	D8	1,074,758
B222	D9	1,110,307
B223	D10	1,113,897
B224	D11	606,055
B225	D12	1,087,239
B226	D14	684,293
B227	D15	332,501
B301	F54	885,704
B302	F53	909,933
B303	F52	552,670
B304	F51	579,910
B305	F50	294,374
B306	F49	637,610
B307	F48 & O44	565,029
B308	F47	1,077,278

Apt No.	Parking Stall	Transfer Certificate of Title No.
B309	F46	946,063
B310	F45 & B24	1,071,479
B311	F44	761,789
B312	F43	1,008,225
B314	F68	735,995
B315	F67	735,994
B316	B8 & F66	1,140,823
B317	F65	1,142,381
B318	F64	1,068,780
B319	F63	885,585
B320	F62	719,241
B321	F61	714,879
B322	F60	1,073,500
B323	F59	995,368
B324	F58	773,454
B325	F57	566,987
B326	F56	1,061,191
B327	F55	1,149,795
B401	F16	891,693
B402	F17	1,103,027
B403	F18 & B46	867,489
B404	F19	615,660
B405	F20	166,379
B406	F21	1,131,944
B407	F22	1,054,458
B408	F23	749,652
B409	F24	986,921
B410	F25	1,072,352
B411	F26	1,124,377
B412	F27	1,072,027
B414	F1	166,385
B415	F2	1,002,378
B416	F3	888,381
B417	F4	848,497
B418	F5	962,464
B419	F6	912,977
B420	F7 & O46	1,081,861
B421	F8	473,743
B422	F9	629,641
B423	F10	976,588
B424	F11	1,137,244
B425	F12	983,665
B426	F14	1,041,253
B427	F15	1,041,253
C103	O1	Manager's Unit & Stall

Exhibit "A"

**Makaha Surfside
Land Court Condominium Map No. 150**

List of Current Transfer Certificate of Title Numbers

Apt No.	Parking Stall	Transfer Certificate of Title No.
C104	A9	741,054
C105	A10	1,131,590
C106	A11	1,100,581
C107	A12	1,081,641
C108	A14	1,086,448
C109	A15	1,118,377
C110	A16	902,729
C112	H16	1,142,782
C114	H15	554,466
C115	H14	1,075,155
C116	H12	1,035,088
C117	H11	988,104
C118	H10	331,192
C119	H9	477,961
C120	H8	920,569
C121	H7 & O45	732,416
C122	H6	1,069,661
C123	H5	956,617
C124	H4 & O41	1,094,903
C125	H3	828,197
C126	H2	609,227
C127	H1	1,129,280
C128	C67	1,081,876
C129	C68	852,107
C130	H17	908,719
C131	H18	250,046
C132	H19	849,837
C133	H20	764,889
C134	H21	1,079,919
C135	H22	587,468
C136	H23	666,413
C137	H24	1,100,112
C138	H25	655,884
C139	H26	1,094,671
C140	H27	492,773
C141	H28	348,843
C142	H29	1,099,092
C143	H30	697,442
C144	H31	820,565
C145	H32	1,124,002
C146	H33	738,077
C147	H34	460,940
C148	H35	460,940
C201	C12	1,066,638
C202	C14	1,054,755

Apt No.	Parking Stall	Transfer Certificate of Title No.
C203	C15	787,007
C204	C16	852,109
C205	C59	1,026,770
C206	C60	912,242
C207	C61	1,087,409
C208	C62	981,015
C209	C63	722,752
C210	C64	1,048,702
C211	H36	908,738
C212	H37	675,196
C214	H38	602,853
C215	H39	690,167
C216	H40	638,434
C217	H41	1,144,872
C218	H42	583,198
C219	H43	700,230
C220	H44	310,678
C221	H45	1,116,232
C222	H46	873,609
C223	H47	208,859
C224	H48	641,564
C225	H49	1,076,315
C226	H50	805,514
C227	H51	1,013,875
C228	C65 & O40	899,744
C229	C66	716,053
C230	H52	779,534
C231	H53	302,392
C232	H54	1,022,485
C233	H55	1,066,421
C234	H56	1,144,459
C235	H57	772,897
C236	H58 & B3	811,744
C237	H59	1,128,889
C238	H60	808,303
C239	H61	702,204
C240	H62	1,117,252
C241	H63	460,940
C242	H64	801,045
C243	B53	1,055,693
C244	H66	754,604
C245	H67	1,092,778
C246	H68	460,940
C247	G1	472,580
C248	G2	1,128,263

Exhibit "A"

**Makaha Surfside
Land Court Condominium Map No. 150**

List of Current Transfer Certificate of Title Numbers

Apt No.	Parking Stall	Transfer Certificate of Title No.
C301	E69	773,741
C302	C11	1,123,221
C303	C10	504,351
C304	C9	166,398
C305	C8	981,015
C306	C7	268,055
C307	C6	1,138,119
C308	C5	1,127,443
C309	C4	921,847
C310	C3	1,103,270
C311	G19	354,454
C312	G18	453,339
C314	G17	326,118
C315	G16	1,121,317
C316	G15	1,103,385
C317	G14	908,729
C318	G12 & B2	1,105,320
C319	G11	638,432
C320	G10	1,089,323
C321	G9	1,113,503
C322	G8	1,116,205
C323	G7	601,595
C324	G6	740,952
C325	G5	970,117
C326	G4	1,150,570
C327	G3	728,017
C328	C2	1,086,002
C329	C1	1,084,890
C330	G20	701,867
C331	G21	1,075,315
C332	G22	1,072,614
C333	G23	690,166
C334	G24	1,131,713
C335	G25	1,138,909
C336	G26	1,106,797
C337	G27	848,419
C338	G28	1,133,375
C339	G29	1,118,376
C340	G30	1,139,446
C341	G31	343,440
C342	G32	1,136,334
C343	G33	460,940
C344	G34	908,730
C345	G35	811,911
C346	G36	908,720

Apt No.	Parking Stall	Transfer Certificate of Title No.
C347	G37	1,099,275
C348	G38	701,221
C401	E62	617,639
C402	E63	713,072
C403	E64	1,113,115
C404	E65	995,404
C405	E66	1,133,112
C406	E67	773,505
C407	E68	950,023
C408	E9	1,134,713
C409	E8	323,019
C410	E7	936,493
C411	G39	775,578
C412	G40	897,921
C414	G41	726,455
C415	G42	1,122,976
C416	G43	1,016,409
C417	G44	926,732
C418	G45	1,128,144
C419	G46	984,523
C420	G47	830,121
C421	G48	723,232
C422	G49	1,105,612
C423	G50	166,580
C424	E6	745,652
C425	E5	1,112,553
C426	E4 & B10	1,073,803
C427	E3	1,029,826
C428	E2	927,643
C429	E1	927,643
C430	G51	1,133,610
C431	G52	985,473
C432	G53	1,070,357
C433	G54	950,971
C434	G55	1,114,676
C435	G56	513,514
C436	G57	701,847
C437	G58 & O47	1,144,848
C438	G59	749,347
C439	G60	736,397
C440	G61	1,035,870
C441	G62	538,588
C442	G63	908,736
C443	G64	413,996
C444	G65	768,059

Exhibit "A"

**Makaha Surfside
Land Court Condominium Map No. 150**

List of Current Transfer Certificate of Title Numbers

Apt No.	Parking Stall	Transfer Certificate of Title No.
C445	G66	1,119,707
C446	G67	1,138,506
C447	G68	579,911
C448	G69	375,177
Convenience Service Centers		269,455
	A1, A2, A3, A4, A5, A6, A7, A8, A59, A60, A61, A62, A63, A64, A65 & A66	328,957
	A67, A68 & A69	320,939
	B1	1,084,664
	B11	1,056,302
	B12, B14 & B15	459,869
	B16, B17, B18 & B19	460,100
	B21	1,058,567
	B22	1,031,545
	B23	509,724
	B25 & B26	1,064,973
	B27	962,005
	B28	796,240
	B29	790,260
	B30	766,749
	B31	733,153
	B32, B51, B52, B60, B61, B62, B63, B64 & B65	1,031,984
	B34	929,774
	B36	759,017
	B37	787,286
	B38	376,538
	B39	1,135,781
	B4	471,295
	B44	471,580
	B45	471,474
	B47	589,917
	B48, B49 & B50	1,075,943
	B5 & B20	991,580
	B54	891,917
	B55	929,206
	B56 & H65	986,896
	B57, B58 & B59	334,030
	B6	574,167

Apt No.	Parking Stall	Transfer Certificate of Title No.
	B9	1,076,887
	C69	736,478
	O2, O3, O4, O5 & O6	290,126
	O36	475,453
	O37	475,450
	O39	471,471
	O42	471,581
	O43	1,041,647
	O48	557,872
	O49 & O51	742,048
	O50	471,345