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STATE OF HAWAII
(Conveyances)

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SUBJECT: By-Laws
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LAND COURT SYSTEM

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This document contains 7 pages

**AMENDMENT TO THE BY-LAWS OF THE ASSOCIATION
OF APARTMENT OWNERS OF ILIKAI MARINA APARTMENT BUILDING**

WHEREAS, by Declaration of Horizontal Property Regime of the Ilikai Marina Apartment Building dated July 27, 1967, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 422470 and noted on the Transfer Certificates of Title Numbers attached hereto as Exhibit "A", and as shown on Condominium Map No. 50, Ilikai, Incorporated, a Hawaii corporation, did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes, as amended; and

WHEREAS, the By-Laws of the Association were attached to said Declaration;
and

WHEREAS, the plans for the Ilikai Marina Apartment Building have been filed as Condominium Map No. 50 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii; and

WHEREAS, Hawaii Revised Statutes §514A-82(b)(2) provides that the bylaws of condominium associations may be amended by the affirmative vote or written consent of 65% of the apartment owners; and

WHEREAS, more than 65% of the apartment owners approved the amendment of the By-Laws by written consent as hereinafter set forth.

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

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

Section 1. Common Expenses. (a) The owner of each condominium unit shall be liable for and pay a share of the common expenses in proportion to the common interest in the common elements appurtenant to his condominium unit. Common expenses shall include all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each condominium unit and the common interest in the common elements appertaining thereto or the personal property or any other interest of the owner), assessments, insurance, including fire and other casualty and liability insurance, cost of repair, reinstatement, rebuilding and replacement of the premises, yard, janitorial and other similar services, wages, accounting and legal fees, management fee, and other necessary expenses of upkeep, maintenance, management and operation actually incurred on or for the common elements and a reserve for repair, reinstatement, rebuilding and replacement of the premises and other contingencies. Payments of common expenses shall be made to the Board, as agent of the owners of the condominium units, and the Board shall transmit said payments on behalf of each such owner to the third person entitled to said payments from each owner.

(b) If an apartment owner shall at any time rent or lease his or her apartment and shall default for a period of thirty (30) days or more in the payment of the apartment owner's share of the common expenses or limited common expenses, the Board may, at its option, so long as such default shall continue, demand and receive from any renter or lessee (hereinafter in this paragraph referred to as "lessee") of the apartment owner occupying the apartment, or from any rental agent of such apartment owner who is in receipt of proceeds from the rental or lease of such apartment, the rent due or becoming due from such lessee to the apartment owner up to an amount sufficient to pay all sums due from the apartment owner, including interest, late fees, costs of collection and attorneys' fees, if any; and any such payment of such rent to the Board by such lessee or rental agent shall be sufficient discharge of such lessee as between such lessee and the apartment owner to the extent of the amount so paid; but no such demand or acceptance of rent from any lessee or rental agent shall be deemed to be a consent to or approval of any lease by the apartment owner or a release or discharge of any of the obligations of the apartment owner hereunder remaining unpaid or unperformed or an acknowledgment of surrender of any rights or duties hereunder. In the event that the Board makes any such demand upon the lessee or rental agent as aforesaid, the lessee or rental agent shall not have the right to question the right of the Board to make such demand, but shall

be obligated to make such payments to the Board as demanded by the Board with the effect as aforesaid. In the event of a foreclosure, the Association may seek the appointment of a receiver to collect the delinquent maintenance fees.

The undersigned officers of the Association hereby certify that the foregoing By-Law amendment was adopted by the written consent of the owners of more than 65% of the Ilikai Marina Apartment Building apartment owners.

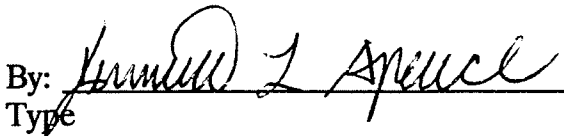
IN WITNESS WHEREOF, the undersigned have executed this instrument on this 24th day of March, 1997.

ASSOCIATION OF APARTMENT OWNERS
OF ILIKAI MARINA APARTMENT
BUILDING

By: 
Type

Name: Dennis Gilbertson

Its: President

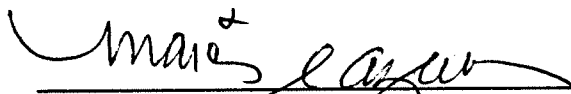
By: 
Type

Name: Kenneth L. Spence

Its: Secretary

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

On this 24th day of MARCH, 1997, before me appeared DENNIS L. GILBERTSON, to me personally known, who being by me duly sworn, did say that HE is the PRESIDENT of the Board of Directors of the Association of Apartment Owners of Ilikai Marina Apartment Building; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors; and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.




Notary Public, State of Hawaii
My commission expires: 07.12.98

cs.

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

On this 24th day of MARCH, 1997, before me appeared KENNETH L. SPENCE, to me personally known, who being by me duly sworn, did say that HE is the SECRETARY of the Board of Directors of the Association of Apartment Owners of Ilikai Marina Apartment Building; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors; and acknowledged that HE executed the same as the free act and deed of said Association. Said Association has no seal.



Notary Public, State of Hawaii
My commission expires: 07.12.98

cs.

EXHIBIT "A"

<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>
280	165581	680	123874	895	464894
282	464902	682	283024	897	431617
284	135951	684	153140	899	158107
286	385523	686	381095		
288	394780	688	296928	979	366861
290	408433	690	165866	980	159755
292	244154	692	284114	981	427040
294	469029	694	445737	982	370239
				983	358983
380	123851	780	428170	984	405234
382	311458	782	481132	985	170899
384	341910	784	294100	986	464046
386	259269	786	315201	987	258546
388	152351	788	378394	988	299890
390	372865	790	185246	989	221850
392	483163	792	292515	990	219786
394	189568	794	259014	991	277894
				992	339466
480	141430	880	359206	993	285339
482	375413	881	353804	994	373006
484	299673	882	490633	995	291036
486	191221	883	368228	997	343507
488	481750	884	452938	999	274901
490	301865	885	347421		
492	250135	886	355782	1079	358413
494	471121	887	400518, 400519	1080	367052
		888	277455	1081	489844
580	123866	889	379771	1082	171935
582	341570	890	299385	1083	441710
584	329492	891	250042	1084	171935
586	309574	892	161111	1085	315426
588	439552	893	407412	1086	161082
590	340334	894	181736	1087	437472
592	322719				
594	273003				

<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>
1088	439177	1282	312022	1397	366859
1089	207122	1283	385801	1399	306094
1090	428095	1284	371271		
1091	346815	1285	156718	1479	124003
1092	315930	1286	373877	1480	258739
1093	271026	1287	417200	1481	281824
1094	298906	1288	357249	1482	190980, 384626
1095	225861	1289	480882	1483	364602
1097	421871	1290	178466	1484	471173
1099	341232	1291	226161	1485	464182
		1292	266850, 349449	1486	336748
1179	359500	1293	395558	1487	300449
1180	207092	1294	294879	1488	343919
1181	265677	1295	339530	1489	396523
1182	490684	1297	382247	1490	414356
1183	486395	1299	326364	1491	364603
1184	340028			1492	440559
1185	366862	1379	451548	1493	395365
1186	398323	1380	310995	1494	169592
1187	349555	1381	338549	1495	315513
1188	444884	1382	459475	1497	444869
1189	312505	1383	203392	1499	489845
1190	327725	1384	366403		
1191	189658	1385	421828	1579	190357
1192	435157	1386	452941	1580	295005
1193	258117	1387	427543	1581	156358
1194	235614	1388	348316	1582	331713
1195	356700	1389	256865	1583	294970
1197	387276	1390	438133	1584	338206
1199	123964	1391	359946	1585	407238
		1392	465995	1586	387230
1279	468499	1393	422488	1587	442933
1280	320491	1394	412920	1588	358110
1281	145453	1395	456693	1589	401021

<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>	<u>Apt.</u> <u>No.</u>	<u>TCT No.</u>
1590	420895	1784	369560
1591	326435	1785	306576
1592	483098	1786	399355
1593	124036	1787	354179
1594	337293	1788	347466
1595	278675	1789	283025
1597	316245	1790	307398
1599	124040	1791	489835
		1792	177359
1679	388500	1793	347083
1680	443017	1794	396538
1681	333772	1795	366864
1682	366863	1797	329493
1683	385525	1799	309584
1684	315350		
1685	443051	1879	442093
1686	336177	1880	145916
1687	413660	1881	366865
1688	351476	1882	200073
1689	288877	1883	310518
1690	294890	1884	281267
1691	273002	1885	366866
1692	330707	1886	326132
1693	462503	1887	270911
1694	287777, 414343	1888	331793
1695	348660	1889	315514
1697	202079	1890	389896
1699	347654	1891	124090
		1892	366867
1779	350110	1893	474353
1780	181867	1894	284611
1781	422240	1895	320173
1782	294867	1897	352249
1783	422239	1899	124824

Commercial Area 3 - TCT Nos. 258648 and 281181