

Hokua

House Rules

*1288 Ala Moana Blvd
Honolulu, Hawaii 96814*

HOUSE RULES FOR HOKUA AT 1288 ALA MOANA

These House Rules have been duly adopted by the Board of Directors (the "Board") of the Association of Apartment Owners of Hokua at 1288 Ala Moana (the "Association") in accordance with Section 7.7 of the By-Laws of the Association of Apartment Owners of Hokua at 1288 Ala Moana filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court") as Document No. 3023084, as the same may be amended from time to time (the "By-Laws"). These House Rules are intended to promote harmonious living and maximize enjoyment of Hokua at 1288 Ala Moana (the "Project") and to protect all occupants of the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Apartments and common areas of the Project by Occupants (as such term is defined hereinbelow).

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent or the Resident Manager for the Project (the "Resident Manager") by the Board. All Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions set forth in the Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana filed in the Land Court as Document No. 3023083, as the same may be amended from time to time (the "Declaration") and the By-Laws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the By-Laws.

SECTION I. DEFINITIONS

1. The term "Apartment" shall mean and include each residential and commercial apartment located within the Project, as designated and described in the Declaration, unless otherwise specifically qualified herein.
2. The term "Motor Vehicle" shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, and motor scooters.
3. The term "Premises" shall mean the Hokua at 1288 Ala Moana condominium project, including all of the buildings and Apartments therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.
4. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any owner of any residential Apartment in the Project, members of the owner's family, and tenants, licensees, and invitees of said owner, any owner of any commercial Apartment in the Project and any tenants, employees, independent contractors, suppliers, and customers of said owner, and any other person who may in any manner use the Project.
5. The term "Recreational Facilities" shall include the Health Club/Spa (as such term is defined in the Declaration), swimming pool, kitchen, function room, dog park, tennis court, barbecue areas, play area, and appurtenant deck and lawn areas located on the third level of the Tower, and any other Recreational Facility available for use by Occupants.

SECTION II. THE APARTMENTS

1. Each Occupant shall at all times keep his/her Apartment in good order and condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Apartment now or hereafter made by any governmental authority or the Board.
2. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her Apartment.

3. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the lanai railings or walls, doorways, windows, or facades of the Project in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, or other objects shall be allowed to remain in view at the front entrance of any Apartment.
4. Lanais shall not be used for storage of sports and play equipment, surplus cartons, boxes, or any other belongings. Any furniture, plants, or other articles which, in the opinion of the Board, are unsightly, shall be removed from and kept off of the lanais upon request by the Board. Plants that protrude over the lanai railing or block the railing and view shall be prohibited.
5. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the lanais, stairways, and hallways of the Project. When watering lanai plants or cleaning the lanai, the Occupant shall not cause or otherwise allow water to drain out of the weep hole of the lanai. Dust, rubbish or litter shall not be swept or thrown from any Apartment into the hallways or any exterior part of the Project.
6. Nothing shall be allowed, done, or kept in any Apartment or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

SECTION III. COMMON AREAS

1. All common areas of the Project shall be used only for their respective purposes as designed.
2. No Occupant shall place, store, or maintain on walkways, roadways, grounds, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through such common areas.
3. Except as otherwise specifically provided in these House Rules, eating, drinking, or smoking is not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, and the parking garage, but excluding the limited common elements.
4. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.
5. No Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas:
6. When moving furniture or other large objects, Occupants must reserve a date and time with the Resident Manager, who will schedule the use of one of the elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are from 8:00 a.m. through 4:30 p.m. on Mondays through Saturdays.
7. Extensive repairs of a Motor Vehicle, boat, surfboard, or other equipment shall not be permitted on the Premises.
8. The Occupants of Commercial Apartments C-1 and C-2 shall keep their respective outdoor limited common element areas (as identified in the Declaration and as shown on the Condominium Map for the Project) in strictly clean and sanitary condition and in a condition that is consistent with a first class commercial operation, and shall on a daily basis remove all trash from such outdoor limited common element areas and shall periodically power-wash such outdoor limited common element areas.

SECTION IV. REFUSE

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common areas of the Project outside of the disposal facilities provided for such purpose.
2. All garbage must be wrapped or bagged before being placed in the trash chute.

SECTION V. PARKING

1. Parking in areas of the Project not expressly designated for parking is prohibited.
2. All parking located in the parking structure is reserved for the use of the Occupants of the Apartments to which the parking stalls are appurtenant. No Occupant shall use any parking stalls located in the parking structure other than the parking stall(s) which are appurtenant to such Occupant's Apartment, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Apartment to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Resident Manager.
3. No Motor Vehicles shall be parked in the driveways, entrances, and exits of the Project and in any areas marked with red paint; provided that Occupants may park in the drop-off area fronting the main entrance to the Project for a period not to exceed 15 minutes for the purpose of loading and unloading.
4. Motor Vehicles should be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
5. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons.
6. The parking areas shall not be used for playing or loitering.
7. Violators of the parking regulations set forth in this Section V may have their vehicles towed away at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized vehicles from such Occupants' assigned parking stalls, and must sign all required authorizations for the towing of vehicles from such assigned parking stalls. If the violator is a licensee or invitee of an Occupant of a residential Apartment (a "Guest"), the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.
8. Guest parking stalls in the Project are for the use of Guests only between the hours of 7:00 a.m. and 1:00 a.m. Each Guest vehicle is permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily. Notwithstanding the foregoing, a Guest of an Occupant may park a vehicle in a guest parking stall between the hours of 1:00 a.m. and 7:00 a.m. provided that the Occupant obtains from the Resident Manager an overnight parking pass for such Guest. Guests must register by filling in information required on the sign-in sheet located on the table located inside the main building entrance of the Project.
9. No personal property shall be stored in the parking garage in other than the designated storage lockers and storage rooms.
10. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their vehicles. From time to time and upon giving prior written notice and opportunity to cure, the Association may (a) clean any parking stall in the parking garage and (b) assess the owner or tenant of the Apartment to which the parking stall is appurtenant a fee of \$25 for such cleaning.

11. Occupants shall register their vehicles with the office of the Resident Manager.
12. All parking spaces allocated under the Declaration for office or other commercial use, other than those designated as 24-hour reserved stalls or for retail or restaurant parking, and which are located outside of the secured areas in the Project's parking garage shall be made available to and open for use by customers of business operating within the Ward Centre and Ward Village shops ("Ward Patrons") after normal business hours on the following terms and conditions:
 - a. Normal business hours shall be no longer than from 6:00 a.m. to 6:00 p.m., Monday through Friday;
 - b. No more than ten percent (10%) of all non-retail office or other commercial use parking may be designated as 24-hour reserved stalls;
 - c. All parking designated for retail use parking shall be made available to Ward Patrons after normal business hours for such use, which shall end no later than 9:00 p.m. each day of the week;
 - d. All parking designated for restaurant use parking shall be made available to Ward Patrons after normal business hours for such use;
 - e. All such parking shall be made available to Ward Patrons on such reasonable terms and conditions as the Association deems prudent and reasonable to promote safety and the appearance and maintenance of the Project, to discourage nuisances and unreasonable disturbance of Occupants and residents of the Project, and to cover any additional cost of maintaining such parking areas incurred as a direct and proximate result of their use by Ward Patrons;
 - f. If, in the reasonable judgment of the Association, the use of any parking by Ward Patrons creates material operational problems within the Project, such use may be temporarily suspended by the Association upon written notice to Victoria Ward, Limited ("VWL"), until such time that VWL and the Association reasonably agree upon a practicable solution to such operational problems;
 - g. If any such parking areas are used by Ward Patrons, VWL shall include the same within the perimeters of any security patrol areas periodically monitored by VWL in connection with the businesses operating within the adjoining lands owned by VWL; and
 - h. The parking provisions set forth in this Section V.12 are mandated by Section 2.5 of that certain Agreement of Restrictive Covenants, Conditions and Restrictions dated October 29, 2003 and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3020869, and the Association shall have no right to modify, repeal, alter or change any of these rules and regulations without the express written consent and approval of VWL.

SECTION VI. PETS

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets ("pet"), such as a guinea pig, a rabbit, fishes, or birds may be kept by Occupants in their respective Apartments subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
 - (A) Except for fish, no more than two (2) pets shall be allowed per Apartment.
 - (B) No pet may exceed sixty (60) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed sixty (60) lbs. in weight, may be kept in the Project.

- (C) No animal described as pests under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.
 - (D) Every Occupant keeping a pet or pets shall register each pet with the Resident Manager, who shall maintain a register of all pets kept in the Project.
2. Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to assist handicapped individuals (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Project subject to the following restrictions:
 - (A) Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose;
 - (B) Such specially trained animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the specially trained animal is on a leash.
 3. Any pet or specially trained animal causing a nuisance or unreasonable disturbance to any Occupant, or that is involved in contact with any Occupant or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Resident Manager; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants. A tenant of an Apartment owner must obtain the written consent of the Apartment owner to keep a pet or pets in the Apartment. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept by an Apartment owner. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the animal, replace the animal with another and continue to do so for as long as the Occupant continues to reside in the Apartment or another Apartment in the Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets and specially trained animals as the circumstances may require or the Board may deem advisable.
 4. The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and rigid handle grasped by the person" as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
 5. The term "signal dog" shall mean "any dog trained to alert a deaf person to intruders or sounds," as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
 6. Each owner of a pet and the owner of the Apartment in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Apartment and the Project.
 7. Except when in transit, pets (other than specially trained animals) shall not be allowed on any common area other than the "dog park" on the recreation deck level as designated on the Condominium Map. Any pet (other than a specially trained animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, except as permitted by such other persons.
 8. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the owner of the Apartment in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).

9. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped with extra care.
10. Owners of cats and dogs shall be assessed a special annual fee of \$50.00 per dog or cat to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project, including, without limitation, the dog park.

SECTION VII. NOISE

1. Occupants shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants.
2. Occupants are prohibited from performing construction activity within their respective Apartments except during the following hours: Monday through Saturday: 8:00 a.m. through 5:00 p.m.
3. Occupants of residential Apartments shall maintain quiet between 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and midnight to 8:00 a.m. on weekends (Friday and Saturday nights).
4. Occupants of commercial Apartments shall maintain quiet between 12:00 a.m. and 6:00 a.m.

SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and By-Laws.
2. Except as otherwise provided in the Declaration, Bylaws or these House Rules, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Project nor shall anything be projected out of any window or door or off any lanai, without the prior approval of the Board.
3. No Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project; provided, however, that antennae covered by the FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, Section 1.400 et seq.) may be installed in accordance with the Antenna Installation Policy adopted by the Board.
4. No Occupant of a residential Apartment shall decorate the entry door of his/her Apartment or any common element of the Project except in accordance with such standards and/or guidelines as may be established by the Board from time to time.
5. The Occupant of a residential Apartment may install one additional deadbolt on the entry door to such Occupant's Apartment, provided that such deadbolt and the installation thereof shall be in accordance with specifications adopted by the Board from time to time.
6. The Occupant of a commercial Apartment may install one commercial sign on the corridor wall adjacent to such Occupant's commercial Apartment, provided that such commercial sign and the installation thereof shall be in accordance with the specifications adopted by the Board.

SECTION IX. INTERIOR APARTMENT MODIFICATIONS / CONSTRUCTION WORK

1. Interior Apartment Modifications. No alterations, modification or changes to an Apartment shall be made or permitted by an Occupant except as permitted by, and in accordance with, the provisions of the Declaration and By-Laws.

2. Construction activity related to interior Apartment alterations, modifications or changes shall be allowed only on Monday through Saturday (excluding state and/or federal holidays) between the hours of 8:00 a.m. to 5:00 p.m.
3. Construction Parking. Due to the lack of available on-site parking, all contractors or laborers engaged in the construction of the interior improvements to an Apartment are to be notified that off-site parking will be required unless such contractor arranges through the Resident Manager for on-site parking in certain designated stalls or area. If on-site parking is provided and any contractors, their workers or subcontractors park in stalls or areas which were not specifically cleared through the Resident Manager, such vehicles shall be subject to being towed at the expense of such contractor, worker or subcontractor.
4. Common Area Cleanup. It shall be a requirement of the work that all hallway and other common areas of the Project are cleaned of construction debris and other rubbish on a daily basis by any person or persons working on an Apartment. No accumulation of trash or other debris from the construction activity within an Apartment shall be allowed or permitted to remain in the hallways or other common areas of the Project.
5. Trash Removal. The use of any of the trash chutes of the Project, containers or receptacles for disposal of construction trash or debris is strictly prohibited. The owner and/or contractor shall arrange for removal of all such construction debris and other trash from the Premises without use of the Project's trash chutes, containers or receptacles. If this rule is violated the Association reserves the right to charge the owner for the cost of removal of any such construction trash or debris and/or to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.
6. Use of Specified Elevator Only. The contractor and all laborers engaged in the construction of the interior improvements to an Apartment are to be notified by the owner that they may only use the elevator specifically set aside for use by contractors and laborers and that use of any other elevator in the Project is prohibited for these purposes. If the contractor and/or laborers use any other elevator, the owner shall be responsible for any and all damages and/or clean-up costs which may be caused or incurred by the Association as result of such improper use, and the Association and/or Resident Manager shall have the right to bar the offending contractor from entering onto the Project until satisfactory arrangements are made to remove such construction trash and debris and reasonable assurances provided to the Association that such violation will not re-occur.

SECTION X. GENERAL

1. No Occupant shall use or permit to be brought into or stored in the building or common areas, including, without limitation, the storage rooms and storage lockers located in the parking structure, any inflammable or combustible substances such as gasoline, kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.
2. Apartment owners shall observe and adhere to these House Rules and ensure that all Occupants adhere to these House Rules. Residential Apartment owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, guests, licensees, and invitees on the Premises and commercial Apartment owners are responsible at all times for the conduct of their tenants, employees, independent contractors, suppliers, and customers while on the Project Premises.
3. Damage to the buildings or common areas by any Occupant of an Apartment shall be the responsibility of the Occupant and owner of such Apartment and such damage shall be repaired at the expense of the Occupant and owner responsible.

4. Surfboards and bicycles are not permitted in the residential tower. All surfboards and bicycles must be registered with the Resident Manager's office and stored in designated storage areas in the parking garage.
5. Waterbeds of any nature are prohibited in the Project.
6. Feeding of non-captive birds on lanais or of any animals on any common area is prohibited.
7. Climbing of walls, trees, fences and other common elements other than the Recreational Facilities expressly designed for climbing is prohibited.
8. Use of fireworks of any kind anywhere on the Project site is prohibited.
9. Cooking on the lanai of any residential Apartment is prohibited.

SECTION XI. RECREATIONAL FACILITIES

1. The swimming pool, barbecue areas, dog park, play area, and recreation deck area may be used between the hours of 6:00 a.m. and 10:00 p.m. daily. The Health Club /Spa shall be open 24 hours per day; provided that the playing of music at the Health Club /Spa shall be permissible only between the hours of 8:00 a.m. and 8:00 p.m. daily.
2. Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
3. There will be no lifeguard at the pool. Therefore, anyone using either the swimming pool or lap pool does so at their own risk and is fully responsible for his/her own safety. Parents are responsible for their children's safety at the swimming pool, Health Club/Spa, barbecue areas and all other Recreational Facilities and common areas.
4. Showering before entering the swimming pool or spa is required. The shower for the swimming pool is located on the recreation deck area. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool or spa. Persons having open sores or wounds or communicable diseases are not allowed in the swimming pool or spa. Swim caps must be worn by all persons using the swimming pool with shoulder length hair or longer. Spitting, urinating, and blowing one's nose in the swimming pool or spa are strictly prohibited. Running, jumping off walls, and horseplay are not permitted in the swimming pool, Health Club /Spa, and adjacent areas. Splashing of water other than that accompanying normal swimming is not permitted.
5. No glass items of any kind, food, beverages (other than water), toys, diving equipment, or similar items shall be permitted in the swimming pool, Health Club /Spa, or adjacent areas. The introduction of sand, rock, or other foreign matter in the swimming pool is strictly prohibited and will result in immediate eviction therefrom.
6. The swimming pool, barbecue area, and open lawn areas on the recreation deck areas or designated areas thereof may be reserved for private parties upon written request to the Resident Manager. The decision to allow the reservation of such areas for private parties shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Resident Manager. The guidelines shall be for the purpose of reasonably regulating, restricting and/or limiting the use of these areas for private parties. For all functions involving more than six (6) persons a reservation shall be required. A written request form is available in the Resident Manager's offices. The written request must be provided to the Resident Manager no less than three (3) working days, and no more than sixty (60) days prior to the scheduled function date. If the sponsoring Owner intends to serve or have available alcoholic beverages at such party then in addition to any other guidelines adopted by the Board, the Owner must provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming the Association as an additional insured thereunder.

7. All persons shall comply with the requests of the Resident Manager with respect to matters of personal conduct in and about the swimming pool, Health Club /Spa and recreation deck areas. The employees of the Resident Manager and/or security personnel are authorized to require any person using any of the Recreational Facilities to identify himself or herself by name and Apartment number and, if a guest, to give the name and Apartment number of the host Occupant and to confirm, if required, the physical presence of the Apartment owner or resident acting as host.
8. No animals (except for specially trained animals as defined above) are allowed in or around the swimming pool, Health Club /Spa, or open lawn areas at the recreation deck, except when in transit to or from the dog park, and then only if being carried or on a leash which keeps the pet within three (3) feet of its handler's feet.
9. Intoxicated persons are not permitted to use the swimming pool, Health Club /Spa, barbecue areas, open lawn areas or any other portions of the recreational deck.
10. Bathers must dry themselves before leaving the swimming pool area.
11. Children under twelve (12) years of age must be supervised by a responsible adult when using the swimming pool and/or Health Club /Spa.
12. All persons using any of the Recreational Facilities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any Recreational Facility. The chairs or umbrellas, if any, on the recreation deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Resident Manager may issue rules governing the use of the Recreational Facilities which are not inconsistent with these House Rules.
13. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking shall be allowed in the barbeque areas and designated open lawn areas only. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except the barbeque area.
14. Anyone violating these rules may be asked by the Resident Manager or a security officer for the Project to leave the area.

SECTION XII. GUEST UNITS

1. The five (5) guest units located on the third level of the Tower of the Project may be reserved for use by Guests upon written request to the Resident Manager; provided that Occupants of the penthouse Apartments and Ali'i Apartments shall have priority over other residents in reserving the use of Guest Unit No. 1 and Guest Unit No. 2. A written request to use a guest unit must be provided to the Resident Manager no less than three (3) working days, and no more than sixty (60) days prior to the scheduled reservation date.
2. The decision to approve the reservation of guest units shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Resident Manager.

SECTION XIII. EXPENSES OF ENFORCEMENT

1. Every Occupant 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 enforcing any provisions of the Declaration, By-Laws, or these House Rules against such person.

SECTION XIV. FINES

1. The violation of the Declaration, the By-Laws, or any of these House Rules by an Occupant shall give the Association, through the Board, the Managing Agent or the Resident Manager, the right, in addition to any other remedies, to levy a fine against the owner of the Apartment of the responsible Occupant. Fines duly imposed but unpaid shall constitute a lien on the owner's Apartment that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.
2. The fine for any violation shall be as follows:
 - (A) First offense – written citation with a copy of said citation being sent to the Apartment owner if the offender is not the Apartment owner.
 - (B) Second offense – written citation and \$50.00 fine, which will be assessed against the Apartment owner.
 - (C) Third offense – written citation and \$100.00 fine, which will be assessed against the Apartment owner.
 - (D) Fourth and subsequent offenses – written citation and \$150.00 fine for each occurrence, which will be assessed against the Apartment owner.

If the violation is not corrected within thirty (30) days after the date of the written citation, the fine will be increased by ten dollars (\$10.00) per day from the thirtieth day until the violation is corrected.

3. A fine will be imposed for any second and subsequent violation, even if that violation involves a different provision of the Declaration, By-Laws, House Rules or other governing document than did the first violation.
4. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.
5. The Managing Agent, the Resident Manager and their staff, as agents for the Board, are authorized to issue written citations and levy fines.
6. Appeal of Citations and Fines. The person penalized (herein called the "offender") may appeal from the fine or penalty imposed by the Board, the Managing Agent, or the Resident Manager as follows:
 - (A) Notice of Appeal. The offender may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Secretary a written notice of appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties which are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing of such appeal.
 - (B) Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board within ninety (90) days after the notice of appeal has been filed with the Secretary.
 - (C) Procedure. The causes of the fine or penalty shall be reported in writing by the Board, the Managing Agent or the Resident Manager at such meeting, with a statement of the facts on which the fine or penalty was based, a copy of which shall be furnished to the appellant at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. The offender shall then present his or her defense in writing, to which the Board or its designee may reply orally. The offender or any one owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of

the fine or penalty imposed. Thereafter, no further discussions, except among the Board itself, shall be allowed.

- (D) Disposition of Appeal. The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present vote in the affirmative, the fine or penalty shall stand and shall be remitted by the offender in full within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the fine or penalty shall thereby be rescinded.

SECTION XV. AMENDMENT OF HOUSE RULES

1. Except to the extent expressly proscribed or limited by the Declaration, the By-Laws or these House Rules, the Board reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Property and/or its management or operation.

CERTIFICATE OF ADOPTION

The Board hereby adopts the foregoing as the House Rules for Hokuia at 1288 Ala Moana, as of the 3rd day of November, 2003.

**ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA**

By HOKUA DEVELOPMENT GROUP LLC
a Hawaii limited liability company

By MK Management LLC
a Hawaii limited liability company
Its Administrative Agent

By 

Name: Jeffrey G. Arce
Title: Authorized Signatory

**AMENDMENT TO RESOLUTION OF THE BOARD OF DIRECTORS
OF HOKUA AT 1288 ALA MOANA REGARDING
PROCESSING WATER DAMAGE CLAIMS, DEDUCTIBLES, AND INSURANCE
(Revised September 11, 2012)**

WHEREAS:

Pursuant to the Declaration of Condominium Property Regime of Hokua At 1288 Ala Moana ("Declaration") and Bylaws of the Association of Apartment Owners of Hokua At 1288 Ala Moana ("Bylaws"), on April 25 2008, the Board of Directors ("Board"), on behalf of the Association of Apartment Owners of Hokua at 1288 Ala Moana ("Project"), adopted a "Resolution Of The Board Of Directors Of Hokua At 1288 Ala Moana ("Deductible Resolution") Regarding Processing Water Damage Claims, Deductibles, And Insurance."

At that time the Project's deductibles had increased substantially, because of claims resulting from the failure of waterlines servicing the individual Apartments, to \$25,000 for water damage claims and \$5,000 for other claims;

As a result of repairs to the waterlines, deductibles have been reduced to \$5,000 for water damage claims and \$5,000 for other claims.

NOW, THEREFORE, BE IT RESOLVED:

The Board of Directors, on behalf of the Owners, hereby amends the Deductible Resolution to reflect that deductibles on the Association's policy are now \$5,000 for water damage claims and other claims.

In all others respects, the terms of the Deductible Resolution remain the same.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to the BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA, by the Board of Directors of the Association of Apartment Owners of Hokua At 1288 Ala Moana, at a Board meeting on September 11, 2012.

DATED: Honolulu, Hawai'i, SEPT 11, 2012, 2012.



Its Secretary

EVE SHERE
(Print Name)

**RESOLUTION OF THE BOARD OF DIRECTORS
OF HOKUA AT 1288 ALA MOANA
REGARDING PROCESSING WATER DAMAGE CLAIMS, DEDUCTIBLES, AND
INSURANCE
(Revised 25 April 2008)**

WHEREAS:

Section 14.1 of the Declaration of Condominium Property Regime of Hokua At 1288 Ala Moana ("Declaration") and Section 7.1.N of the Bylaws of the Association of Apartment Owners of Hokua At 1288 Ala Moana ("Bylaws") require the Board of Directors ("Board"), on behalf of the Association of Apartment Owners of Hokua at 1288 Ala Moana ("Project"), to obtain insurance for the Project;

The Project's insurance policy does not cover the personal property and the contents of an Owner's Apartment; nor does it cover any additional upgrades or improvements made to the Owner's Apartment;

Section 7.1 of the Project's Bylaws gives the Board broad powers to operate and manage the Project for the benefit of the Project and its members and Section 15.3 of the Project's Declaration allows the Board to assess owners for a shortfall in insurance proceeds;

The Project's insurance premiums and deductible have increased substantially. As a result, the Board must take steps to minimize the claims against the Project's insurance and to develop a means to pay the deductible for the Project's policy, which is now \$25,000 for water damage claims and \$5,000 for other claims;

Increased claims against the Project's policy may also cause the Project's insurance company to refuse to renew the Project's policy, which is not in the best interests of the Project or the Owners;

Requiring Owners to pay the deductible on the Project's policy provides an incentive for Owners to properly maintain and monitor other parts of their Apartments, including water heaters and air conditioning units, to minimize claims against the Project's policy;

The primary source of increased claims against the Project's policy has been water damage resulting from the failure of waterlines servicing the individual Apartments;

Water damage claims must be handled quickly, to prevent the growth of mold and other problems;

The Board, in light of the circumstances outlined above, has decided to allocate the deductible for the Project's policy as outlined below, to minimize the number of claims being made against the Project's policy;

The requirements outlined below for handling insurance claims and paying and

apportioning deductibles are intended to encourage Owners to properly insure, maintain and repair their own Apartments, while apportioning the deductible for the Project's policy in a fair and reasonable manner;

The requirements outlined below are also intended to clarify the insurance needs for individual Apartment Owners by: (1) furnishing them with guidelines to ensure that they have the appropriate coverage for their Apartments, (2) outlining the additional insurance coverage that Owners need to purchase for themselves, and (3) stating procedural guidelines for Owners when there is a damage claim affecting the Owners' Apartments;

NOW, THEREFORE, BE IT RESOLVED:

The following policy is hereby adopted by the Board of Directors on behalf of the Owners:

A. HANDLING WATER DAMAGE CLAIMS.

I. Stopping leaks; water extraction. If a leak occurs, Association staff will try to determine the source of the leak, stop the leak, and hire a water extraction company to remove water and dry the area damaged by the water. If the leak originated from an area or component (including Owner water lines) that is an Owner's responsibility, the Association will bill the Owner for the cost of the work.

II. Claims Procedures

(a) Owner Water Damage Claims. If a leak originated from an area or component (including Owner water lines) that is an Owner's responsibility:

(1) Owners must file claims with their own insurance company immediately. Owners may only file claims against the Project's insurance policy with the Project's managing agent, not with the Project's insurance agent. Before referring an Owner's claim to the Project's insurance agent, the Managing agent may request confirmation that the claim exceeds the \$25,000.00 deductible (\$5,000 for non-water damage claims) of the Project's insurance policy.

(2) Owners shall be responsible for the repair and reconstruction of their units and must use only licensed and insured contractors to perform reconstruction or repair work. Association personnel will not assume responsibility for the work. All work must have the necessary permits and meet all building codes.

(3) Unless otherwise ordered by the Board, the Managing agent shall disburse proceeds from the Project's insurance policy directly to the licensed contractor(s) performing the repair or reconstruction work. Owners must submit all required permits and licenses, along with original receipts, in order for their contractors to receive payment for work performed.

(b) Association Water Damage Claims. If the leak originated from an area or component that is the Association's responsibility:

- (1) The Association will submit the claim to the Project's insurer.
- (2) Association personnel will be responsible for repair and reconstruction of the damaged areas.

B. DEDUCTIBLES.

(a) Claims other than water damage claims. If loss or damage is covered by the Project's insurance policy, the Board will allocate the Project's insurance policy deductible as follows:

- (1) Pay the deductible amount as a common expense;
- (2) After notice and an opportunity for a hearing, assess the deductible amount against the Owner(s) who caused the damage or from whose apartment(s) the damage or cause of loss originated; or
- (3) Require the apartment Owner(s) of the apartment(s) affected to pay the deductible amount in proportionate shares.

(b) Water damage claims originating from the common elements.

The Association will pay the deductible for these claims as a common expense.

(c) Water damage claims originating from Apartments or areas of Owner responsibility.

The Owner of the Apartment must submit the claim to the Owner's insurance company, and the \$25,000 deductible on the Project's policy will be charged to the owner. The owner may request notice and an opportunity to be heard before paying the claim.

(d) Collection

If an Owner is required to pay the Project's deductible under the rules stated above, the Board may collect the deductible from the Owner as a special assessment, under Section 8.3.B.2) and Section 8.4.B.2) of the Bylaws, as applicable.

C. INSURANCE TO BE MAINTAINED BY OWNERS

Effective April 25, 2008, each Owner shall maintain insurance to cover: the Owner's personal property; improvements and upgrades to the Owner's apartment; and the Owner's personal liability. In addition, Owners shall obtain insurance to cover assessments by the Project for deductibles and uninsured losses. All coverage should be on a replacement cost basis.

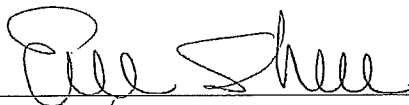
GENERAL CONDITIONS

Owners and tenants shall comply with all insurance risk management programs established by the Board.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to the BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA, by the Board of Directors of the Association of Apartment Owners of Hokua at 1288 Ala Moana, at a Board meeting on April 25, 2008.

DATED: Honolulu, Hawai'i, April 25, 2008.



EVE SHERE, Secretary

**ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA
Amendment to the House Rules
No Smoking Resolution**

The Board of Directors (the "Board") of the Association of Apartment Owners of Hokuia at 1288 Ala Moana (the "Association"), in accordance with the Declaration of Condominium Property Regime and Bylaws recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i on November 6, 2003 as Document Nos. 3023083 and 3023084, respectively, and duly noted on Transfer Certificate of Title No. 671,670, hereby adopts the following administrative resolution as an amendment to the Association's House Rules, pursuant to Article 7, Section 7.7 of the Bylaws:

WHEREAS, the Board is authorized, on behalf of the Association, to regulate the use of the common elements of the project, which includes the limited common areas, pursuant to Article 7, Section 7.7 of the Bylaws and sections 514B-104(a)(6) and 514B-106(a), Hawai'i Revised Statutes;

WHEREAS, smoking is prohibited in most common areas of the project under Chapter 328J-3(13) of the Hawai'i Revised Statutes and Chapter 41, Article 21, Revised Ordinances of Honolulu but not in areas that are part of the residential apartments;

WHEREAS, (i) under Section 5.3.12 of the Declaration, each residential apartment has for its exclusive use one or more limited common element lanais and (ii) under Section 5.3.13 of the Declaration, each penthouse apartment has for its exclusive use an area located on level 41 of the Project; and

WHEREAS, in 2007, the Board amended the House Rules to prohibit smoking in all the common elements and limited common elements of the project, as defined in Sections 5.2 and 5.3 of the Declaration, except for the limited common element lanais and the areas referred to in Sections 5.3.12 and 5.3.13 of the Declaration, respectively, which, although designated as limited common elements, are essentially part of the private areas of each residential apartment;

WHEREAS, the Board wishes to clarify that Section III.3 of the House Rules also prohibits the use of devices that simulate the act of smoking, such as electronic cigarettes;

NOW, THEREFORE, BE IT RESOLVED THAT the House Rules are amended to amend subsection III.3 of the House Rules to read as follows [additions are underlined]:

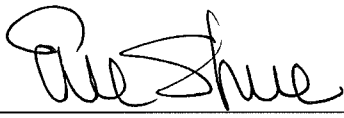
3. Except as otherwise specifically provided in these House Rules, eating or drinking is not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas and the parking garage, but excluding the limited common elements. In addition, smoking is prohibited in: (i) all common areas of the project, including the areas described in section 5.2 of the declaration, and, without limitation, all the grounds and open parking areas and

walkways of the Project; and (ii) all limited common elements described in section 5.3 of the declaration **except** for the limited common element lanais and roof areas referred to in Sections 5.3.12 and 5.3.13, respectively, of the declaration. As used in this section III.3: (i) “smoking” includes the use of devices that simulate the act of smoking and discharge smoke or vapor, including electronic cigarettes; and (ii) “electronic cigarette” means a device composed of a battery operated heating element, a replaceable cartridge that may contain nicotine or other chemicals, and an atomizer that, when heated, converts the contents of the cartridge into vapor which can then be inhaled by the user;

RESOLVED FURTHER THAT this amendment to the House Rules shall become effective on July 3, 2012.

DATED: Honolulu, Hawai'i, July 19 2012.

ASSOCIATION OF APARTMENT OWNERS
OF HOKUA AT 1288 ALA MOANA

By: 

Print Name: EVE SHERE
Its Secretary

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

THE ORIGINAL OF THIS DOCUMENT WAS
RECORDED AS FOLLOWS:

Doc T-8045189
DOC CT AS LISTED HEREIN
DAT January 11, 2012 8:02 AM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO: BY: MAIL PICKUP

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

Total pages: 8

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Tax Map Key: (1) 2-3-005-001

Condominium Map No. 1585
(Land Court)

**AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
HOKUA AT 1288 ALA MOANA**

This AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HOKUA AT 1288 ALA MOANA ("Amendment") is made by the **ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA**, whose address is% Hawaiiiana Management Company, Ltd.; 711 Kapiolani Boulevard, Suite 700, Honolulu, Hawai'i 96813 ("Association"),

WITNESSETH THAT:

WHEREAS, by Declaration of Condominium Property Regime of Hokuia at 1288 Ala Moana dated November 3, 2003 (the "Declaration") filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 3023083 and noted on the Certificates of Title shown on the attached Exhibit "1", the property described in the Declaration was submitted to a Condominium Property Regime established by Chapter 514A of the Hawai'i Revised Statutes, as amended (which has since been recodified as Chapter 514B, Hawai'i Revised Statutes); and

WHEREAS, the Declarant also filed the Bylaws of the Association of Apartment Owners of Hokuia at 1288 Ala Moana dated November 3, 2003 (the "Bylaws") as Land Court Document No. 3023084; and

WHEREAS, simultaneously with the recording of the Declaration and the Bylaws, the Declarant also filed plans describing the improvements to the project as Condominium Map No. 1585; and

WHEREAS, the Declaration provided for the organization and operation of the Association of Apartment Owners of Hokua at 1288 Ala Moana (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, the Association was incorporated on June 3, 2011 under Chapter 414D of the Hawai'i Revised Statutes as the ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA; and

WHEREAS, the Declaration was amended by instrument dated October 4, 2011, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 4103887; and

WHEREAS, the Bylaws were amended by instrument dated April 5, 2011, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 4064524; and

WHEREAS, pursuant to Section 28.7.C of the Declaration and HRS Section 514B-32(a)(11), owners of sixty-seven percent (67%) of the common interests of Hokua at 1288 Ala Moana have given their written consent in favor of amending the Declaration as outlined below;

NOW THEREFORE, the Declaration is hereby amended as stated below.

AMENDMENT

Section 9.1.1 is amended to read as follows:

9.1.1 Residential Apartments. Except when the holder of the first mortgage on a Residential Apartment has entered into possession of a Residential Apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the Residential Apartments shall be occupied and used only for residential purposes by the respective owners thereof, their tenants, families, domestic servants and guests, and for no other purpose. No Residential Apartment shall be leased for a period of less than ninety (90) consecutive days, provided that after the initial lease of 90 consecutive days, rental to the same tenant on a month-to-month basis is acceptable. Except for (a) home office use by the Apartment Owner that is allowed or permitted under the applicable zoning ordinance, or (b) where this Declaration allows the Developer to do otherwise: (i) the Residential Apartments and their Limited Common Elements may not be used to carry on any business, trade or profession; (ii) the Residential Apartments and their Limited Common Elements must not be used for sales of any articles or goods; and (iii) no Apartment Owner, lessee, tenant or other occupant of a Residential Apartment can bring clients, customers or other business invitees onto the premises on a regular basis for business purposes.

As a part of this amendment, Section 9.1.6 of the Declaration is amended to read as follows:

9.1.6. Right to Sell, Lease or Rent. The Apartment Owners have the absolute right to sell, lease, rent or otherwise transfer their own Apartments, provided that no Residential Apartment shall be leased for a period of less than ninety (90) consecutive days, except as permitted in the Declaration. This right is also subject to all other provisions of this Declaration and the Bylaws.

In all other respects, the Declaration is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Hokua at 1288 Ala Moana hereby certify that the above amendment was made by the written consent of members representing at least 67% of the common interests.

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 27 day of December, 2011.

ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA

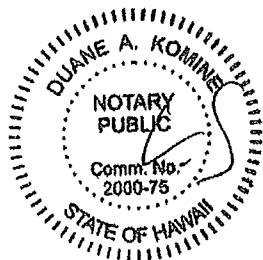
By: Walter F. Guild
(Print name: Walter F. Guild)
Its: President

By: Eve Shere
(Print name: EVE SHERE)
Its: SECRETARY

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

On this 29 day of DECEMBER, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared WALTER F. GUILD, 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 Hokua at 1288 Ala Moana, a Hawai'i Nonprofit Corporation, that said person executed the foregoing instrument identified or described as "Amendment to Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana" 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 DEC 27, 2011 and contained 8 pages at the time of this acknowledgment/certification.



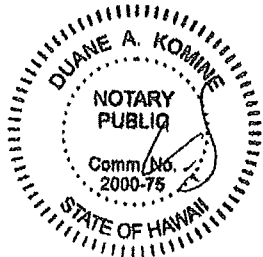
[Signature]
Print Name: DUANE A. KOMINE
Notary Public, State of Hawai'i

My Commission Expires: 2.19.2012

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

On this 27 day of DECEMBER, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared EVE SHEPE, 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 Hokua at 1288 Ala Moana, a Hawai'i Nonprofit Corporation, that said person executed the foregoing instrument identified or described as "Amendment to Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana" 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 DEC 27, 2011 and contained 8 pages at the time of this acknowledgment/certification.



[Signature]
Print Name: DUANE A. KOMINE
Notary Public, State of Hawai'i

My Commission Expires: 2.19.2012

Exhibit "1"

Hokua at 1288 Ala Moana
Land Court Condo Map No. 1585

Apt. No.	TCT No.
3A	1,029,780
4A	1,019,144
4B	1,035,245
4C	787,718
4D	787,719
4E	787,720
4F	921,540
4G	787,722
5A	927,448
5B	787,724
5C	847,377
5D	787,726
5E	988,075
5F	1,029,675
5G	1,035,217
6A	787,729
6B	801,299
6C	956,728
6D	787,731
6E	787,732
6F	787,733
6G	877,898
7A	1,028,921
7B	964,085
7C	1,026,769
7D	987,105
7E	787,739
7F	906,861
7G	1,005,305
8A	787,742
8B	787,743
8C	787,929
8D	1,015,604
8E	787,745
8F	787,746
8G	787,747
9A	1,029,122
9B	914,991
9C	966,317

Apt. No.	TCT No.
9D	892,022
9E	926,308
9F	800,656
9G	926,898
10A	1,019,408
10B	787,756
10C	847,326
10D	787,758
10E	788,325
10F	787,931
10G	874,665
11A	963,124
11B	787,955
11C	889,700
11D	1,012,569
11E	994,182
11F	1,015,236
11G	1,030,120
12A	787,960
12B	787,961
12C	797,112
12D	1,001,872
12E	966,486
12F	966,486
12G	868,713
13A	787,966
13B	990,634
13C	787,968
13D	925,898
13E	1,032,793
13F	787,763
13G	988,076
14A	803,883
14B	841,049
14C	897,935
14D	787,769
14E	787,770
14F	787,989
14G	787,771

Apt. No.	TCT No.
15A	787,772
15B	787,773
15C	877,120
15D	787,775
15E	847,403
15F	787,777
15G	841,950
16A	934,390
16B	1,026,697
16C	787,781
16D	890,360
16E	943,081
16F	787,784
16G	899,955
17A	1,005,341
17B	787,787
17C	787,991
17D	847,042
17E	981,487
17F	799,430
17G	787,790
18A	842,852
18B	787,792
18C	1,033,428
18D	913,461
18E	787,794
18F	964,080
18G	1,021,313
19A	904,041
19B	820,879
19C	1,023,228
19D	787,800
19E	787,801
19F	891,775
19G	787,803
20A	787,804
20B	959,326
20C	804,071
20D	827,242

Exhibit "1"

**Hokua at 1288 Ala Moana
Land Court Condo Map No. 1585**

Apt. No.	TCT No.
20E	834,460
20F	787,808
20G	793,410
21A	787,810
21B	787,811
21C	787,812
21D	787,813
21E	787,814
21F	787,815
21G	787,816
22A	787,817
22B	1,006,853
22C	1,027,984
22D	824,484
22E	992,064
22F	797,115
22G	851,615
23A	787,830
23B	787,831
23C	1,035,280
23D	983,242
23E	787,834
23F	993,894
23G	801,876
24A	1,031,730
24B	787,838
24C	788,001
24D	797,157
24E	1,032,740
24F	1,006,848
24G	850,031
25A	787,843
25B	953,605
25C	996,809
25D	788,425
25E	1,005,018
25F	787,971
25G	787,972
26A	787,973

Apt. No.	TCT No.
26B	844,597
26C	804,116
26D	792,899
26E	893,970
26F	787,978
26G	787,979
27A	787,980
27B	787,981
27C	787,982
27D	885,056
27E	787,984
27F	942,954
27G	787,846
28A	956,466
28B	927,447
28C	857,199
28D	1,036,054
28E	841,067
28F	863,368
28G	863,368
29A	975,501
29B	787,855
29C	787,856
29D	974,141
29E	972,079
29F	787,859
29G	1,005,860
30A	787,861
30B	787,862
30C	787,863
30D	787,864
30E	787,865
30F	787,866
30G	1,021,741
31A	916,103
31B	787,869
31C	792,936
31D	787,871
31E	787,872

Apt. No.	TCT No.
31F	787,873
31G	787,874
32A	787,875
32B	854,125
32C	787,877
32D	841,100
32E	787,879
32F	787,880
32G	787,881
33A	787,882
33B	978,249
33C	967,582
33D	787,884
33E	787,885
33F	810,149
33G	787,887
34A	787,888
34B	1,014,445
34C	1,014,445
34D	1,010,998
34E	1,010,997
34F	1,004,483
34G	983,601
35A	974,360
35B	787,896
35C	787,897
35D	937,550
35E	1,021,108
35F	1,030,560
35G	787,901
36H	788,007
36I	1,013,400
36J	787,903
36K	1,033,820
36L	926,381
37H	887,171
37I	788,009
37J	830,669
37K	787,908

Exhibit "1"

Hokua at 1288 Ala Moana
Land Court Condo Map No. 1585

Apt. No.	TCT No.
37L	992,990
38H	787,910
38I	1,014,004
38J	787,912
38K	966,739
38L	955,084
39H	787,915
39I	787,916
39J	787,917
39K	787,918
39L	787,919
C1	790,653
C2	790,654
C3	790,655
C4	790,656
C5	790,657
PHA	787,920
PHB	788,011
PHC	787,921

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

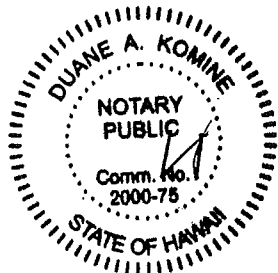
F. Approval requirements for leases or uses of the common elements shall be governed by Hawai'i Revised Statutes, Section 514B-38.

In all other respects, the Declaration is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Hokuia at 1288 Ala Moana hereby certify that the above amendment was made by the written consent of more than a majority of the members of the Association.

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

4 IN WITNESS WHEREOF, the undersigned have executed this instrument on this day of OCTOBER, 2011.

ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA




By: Walter F. Guild
(Print name: Walter F. Guild)
Its: President

By: Eve L. Shere
(Print name: EVE L. SHERE)
Its: Secretary

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

On this 4 day of OCTOBER, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared EVE L. SHERES, 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 Hokua at 1288 Ala Moana, a Hawai'i nonprofit corporation, that said person executed the foregoing instrument identified or described as "Amendment to Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana" 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 OCTOBER 4 and contained 7 pages at the time of this acknowledgment/certification.


Print Name: DUANE A. KOMINE
Notary Public, State of Hawai'i

My Commission Expires: 2.13.2012

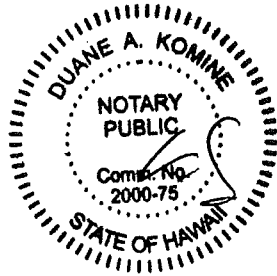


Exhibit "1"

**Hokua at 1288 Ala Moana
Land Court Condo Map No. 1585**

Apt. No.	TCT No.
26B	844,597
26C	804,116
26D	792,899
26E	893,970
26F	787,978
26G	787,979
27A	787,980
27B	787,981
27C	787,982
27D	885,056
27E	787,984
27F	942,954
27G	787,846
28A	956,466
28B	927,447
28C	857,199
28D	933,087
28E	841,067
28F	863,368
28G	863,368
29A	975,501
29B	787,855
29C	787,856
29D	974,141
29E	972,079
29F	787,859
29G	1,005,860
30A	787,861
30B	787,862
30C	787,863
30D	787,864
30E	787,865
30F	787,866
30G	1,021,741
31A	916,103
31B	787,869
31C	792,936
31D	787,871
31E	787,872

Apt. No.	TCT No.
31F	787,873
31G	787,874
32A	787,875
32B	854,125
32C	787,877
32D	841,100
32E	787,879
32F	787,880
32G	787,881
33A	787,882
33B	978,249
33C	967,582
33D	787,884
33E	787,885
33F	810,149
33G	787,887
34A	787,888
34B	1,014,445
34C	1,014,445
34D	1,010,998
34E	1,010,997
34F	1,004,483
34G	983,601
35A	974,360
35B	787,896
35C	787,897
35D	937,550
35E	1,021,108
35F	1,030,560
35G	787,901
36H	788,007
36I	1,013,400
36J	787,903
36K	908,947
36L	926,381
37H	887,171
37I	788,009
37J	830,669
37K	787,908

Apt. No.	TCT No.
37L	992,990
38H	787,910
38I	1,014,004
38J	787,912
38K	966,739
38L	955,084
39H	787,915
39I	787,916
39J	787,917
39K	787,918
39L	787,919
C1	790,653
C2	790,654
C3	790,655
C4	790,656
C5	790,657
PHA	787,920
PHB	788,011
PHC	787,921

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF
APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA
REGARDING BORROWING AND EXECUTION OF DOCUMENTS**

WHEREAS, the **ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA** (the “**Association**”) was established pursuant to Chapter 514A (now Chapter 514B), Hawai‘i Revised Statutes, by “Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana” dated November 3, 2003 (the “**Declaration**”), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai‘i as Land Court Document No. 3023083; and

WHEREAS, the Association is governed by the “Bylaws of the Association of Apartment Owners of Hokua at 1288 Ala Moana” dated November 3, 2003 (the “**Bylaws**”), filed in said Office as Land Court Document No. 3023084; as amended, and

WHEREAS, the Association was incorporated on June 3, 2011 under Chapter 414D, Hawai‘i Revised Statutes, as the **ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA**, a Hawai‘i nonprofit corporation; and

WHEREAS, the Association has negotiated with First Hawaiian Bank, a Hawai‘i corporation (the “**Lender**”), for a loan (the “**Loan**”) in the amount of **ONE MILLION ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (U.S. \$1,120,000.00)** for the purpose of partially financing the acquisition of Apartment No. 3A of the Hokua at 1288 Ala Moana condominium project (the “**Apartment**”) located at 1288 Ala Moana Boulevard, Honolulu, Hawai‘i 96814;

WHEREAS, the Loan indebtedness will be evidenced by the following loan documents:

(1) That certain Note, made, executed and delivered by the Association, as Borrower, together with any renewals, extensions and modifications thereof (the “**Note**”);

(2) That certain Mortgage covering Apartment No. 3A of the Hokua at 1288 Ala Moana condominium project located at 1288 Ala Moana Boulevard, Honolulu, Hawai‘i 96814; and

(3) Any other instruments or agreements executed by any party concurrently therewith or otherwise in connection with the Note and the loan documents, including the Apartment deed,

all of the foregoing loan documents being hereinafter collectively referred to as the “**Loan Documents**”,

WHEREAS, Section 7.1.L of the Bylaws and Section 514B-105(e), Hawai‘i Revised Statutes, authorize the Board of Directors of the Association (the “**Board**”) to borrow money on behalf of the Association, provided that the Board must first obtain the approval of

owners representing a majority of the common interests at the Hokua at 1288 Ala Moana condominium project; and

WHEREAS, owners representing a majority of the common interests have given their written consent in favor of the Loan; and

WHEREAS, pursuant to Section 7.1.T of the Bylaws, the Board has the authority to purchase apartments on behalf of the Association; and

WHEREAS, pursuant to Section 12.2 of the Bylaws, the Board may authorize any officer or agent to sign any documents on behalf of the Association;

NOW, THEREFORE, BE IT:

BORROWING AUTHORITY

RESOLVED, that the Association, as a borrower under the Loan, approves the terms, conditions and provisions of the Loan Documents and any renewals, extensions and modifications thereof;

FURTHER RESOLVED, that the President or Vice President of the Association be, and each such officer hereby is, authorized and directed to execute, seal and deliver to the Lender, on behalf of and in the name of the Association, the Loan Documents in substantially the form hereby approved, with such changes, additions or deletions as such officers may approve, such approval to be conclusively evidenced by their execution and delivery of the same and any renewals, extensions and modifications thereof;

FURTHER RESOLVED, that such officers be and they are hereby authorized and directed, for and in the name of the Association, to execute, acknowledge, seal and deliver to the Lender all of such other instruments, documents and certificates as are described and specified therein, all in such form and substance as the officers executing the same shall approve, such approval to be conclusively evidenced by their execution thereof and any renewals, extensions and modifications thereof;

FURTHER RESOLVED, that such officers of the Association be and they hereby are authorized and empowered to do and perform, or cause to be done and performed, any and all such other acts, matters and things as in their judgment may be necessary, proper or convenient in order to carry out the terms and provisions of the Loan Documents and other instruments and documents contemplated thereby and any renewals, extensions and modifications thereof;

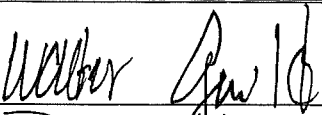

FURTHER RESOLVED, that all employees and agents of the Association be and they hereby are, in each and every respect, authorized and empowered to do, observe and perform, or cause to be done, observed and performed, each and all of the covenants, provisions, terms and conditions on the part of the Association to be observed and performed under the Loan Documents, and any renewals, extensions and modifications thereof;

FURTHER RESOLVED, that this resolution shall constitute a continuing authority and direction to such officers to act on behalf of the Association, and the several powers and authority in the foregoing paragraphs of this resolution shall continue until revoked by the Board of the Association and until formal written notice of such revocation shall have been given to the Lender;

FURTHER RESOLVED, that Lynne Kaneshiro, who is hereby appointed pursuant to Section 5.1B of the Bylaws as Assistant Secretary of the Association, be, and hereby is, authorized and directed to certify to the Lender a copy of this resolution, the names and specimen signatures of the officers designated above and, if and when any change is made in the persons filling such offices, the fact of such change and the name and specimen signature of any new officer.

AUTHORITY TO EXECUTE DOCUMENTS

RESOLVED, FURTHER, that the following named persons are authorized to procure the Loan hereunder and execute any instruments in connection with such Loan; that the Association certifies that said persons have been duly appointed to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures appearing hereon are the genuine, original signatures of said persons:

NAME	OFFICE	SPECIMEN SIGNATURE
WALTER GUILD	President	
D. SCOTT MacKINNON	Vice President	

RESOLVED FURTHER, that the Board hereby ratifies and confirms the acts of the above officers already done or done in accordance with this resolution.

RESOLVED FURTHER, that the rights, powers, and authority which this resolution gives the above officers shall become effective as of the date of the Board's adoption of this resolution, and shall remain in effect as long as the above persons are officers of the Association, or until this resolution is revoked in writing by the Board to the Lender.

FURTHER RESOLVED, that delivery of signature on this Resolution of the Board of Directors of the Association of Apartment Owners of Hokua at 1288 Ala Moana Regarding Borrowing and Execution of Documents may be by facsimile transmission, provided that any such facsimile transmission shall be followed by the mailing or delivery of the originally executed Resolution.

CERTIFICATE OF ASSISTANT SECRETARY

I, LYNNE KANESHIRO, do hereby certify that I am the duly appointed and acting Assistant Secretary of **ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA**, a Hawai'i nonprofit corporation; that the foregoing is a true copy of the Resolution duly adopted at a meeting of the Board of Directors, duly held on the 5th day of July, 2011 and duly entered in the book of minutes of the Association; that this Resolution is in full force and effect; that the persons identified as officers in the foregoing resolution are duly appointed and acting officers of the Association; that the signatures of said officers set forth in the foregoing resolution are genuine signatures of said persons; and that the actions taken have not been in any manner rescinded or modified.

DATED: Honolulu, Hawai'i, _____ July 5, 2011.

A handwritten signature in black ink, appearing to read 'Lynne Kaneshiro', written over a horizontal line.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF
APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA
REGARDING PROCESS SERVER PROCEDURES

WHEREAS, Act 158 (SLH 2009) requires boards of directors of condominium associations, planned community associations and residential cooperatives to adopt a policy to provide reasonable access to process servers to serve summons, subpoenas, legal notices, or court or administrative orders on persons present at the property if the project is inaccessible to the general public.

WHEREAS, Hokua at 1288 Ala Moana (“Project”) is a condominium project with a locked entry and an enterphone, and the Project does not normally permit access by the general public, except with the express permission of a Project resident.

WHEREAS, Section 7.1 of the Bylaws provides that the Board of Directors (the “Board”) of the Association of Apartment Owners of Hokua at 1288 Ala Moana (the “Association”) is responsible for the administration of the common elements of the Project.

WHEREAS, the Board desires to adopt policies consistent with Act 158 (SLH 2009) which shall apply to any process server seeking access to the Project.

NOW, THEREFORE, BE IT RESOLVED, that a process server is permitted access to the common elements of the Project subject to the following conditions:

1. The process server must provide to the Operations Manager or the General Manager clear personal identification and evidence that the person is authorized to serve process, including documentation clearly indicating the precise name and address, including the unit number, of the person residing or present at the Project to be served.
 - a. Identification shall include a current, original form of State, Federal or City and County of Honolulu governmental identification with a photograph.
 - b. An original or certified copy of the summons, subpoena, notice or order to be served must be shown to the Operations Manager or the General Manager.
2. Unless otherwise permitted by the Operations Manager or the General Manager, the process server is permitted to be at the Project Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m.
3. The process server must check in and out with the Operations Manager or if the Operations Manager is not present, the General Manager.
 - a. The Operations Manager may be reached at 692-0004.
 - b. The General Manager may be reached at 692-0000.
4. Unless otherwise permitted by the Operations Manager or the General Manager, the process server is only permitted to access the common elements adjacent to the principal entry of the unit of the person who is to be served.

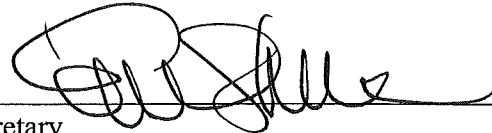
5. Unless otherwise permitted by the Operations Manager or the General Manager, the process server is only permitted access to the Project for the purpose of serving summons, subpoenas, notices, or orders.
6. The Operations Manager or the General Manager may require that the process server be accompanied by a residential specialist while at the Project.
7. The process server may be required to leave the Project if he or she fails to comply with any of these conditions.
8. The process server must leave the Project if service upon the designated person is not completed within 30 minutes of entry into the Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Association shall include in its biannual condominium registration with the Hawai'i Real Estate Commission that process servers may contact the Operations Manager or, if the Operations Manager is unavailable, the General Manager, if they wish access to the Project in accordance with this policy.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to Act 158 (SLH 2009) and the BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA by a vote of the Board on February 1, 2011 and duly entered in the book of minutes of the Association, and that this resolution is in full force and effect.

DATED: Honolulu, Hawai'i, Feb 2, 2011.



Secretary,
ASSOCIATION OF APARTMENT OWNERS
OF HOKUA AT 1288 ALA MOANA

Print Name: EVE SHERE

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

THE ORIGINAL OF THIS DOCUMENT WAS
RECORDED AS FOLLOWS:

DOC Doc 4064524
DAT CTN AS LISTED HEREIN
APR 12, 2011 08:02 AM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO: BY: MAIL PICKUP

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

Total pages: 9

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Tax Map Key: (1) 2-3-005-001

Condominium Map No. 1585
(Land Court)

**AMENDMENT TO BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA**

This AMENDMENT TO BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA ("Amendment") is made by the ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA, whose address is % Hawaiiana Management Company, Ltd., 711 Kapiolani Boulevard, Suite 700, Honolulu, Hawai'i 96813 ("Association"),

WITNESSETH THAT:

WHEREAS, by Declaration of Condominium Property Regime of Hokuia at 1288 Ala Moana dated November 3, 2003 (the "Declaration") filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 3023083 and noted on the Certificates of Title shown on the attached Exhibit "1", the property described in the Declaration was submitted to a Condominium Property Regime established by Chapter 514A of the Hawai'i Revised Statutes, as amended (which has since been recodified as Chapter 514B, Hawai'i Revised Statutes); and

WHEREAS, the Declarant also filed the Bylaws of the Association of Apartment Owners of Hokua at 1288 Ala Moana dated November 3, 2003 (the "Bylaws") as Land Court Document No. 3023084; and

WHEREAS, simultaneously with the recording of the Declaration and the Bylaws, the Declarant also filed plans describing the improvements to the project as Condominium Map No. 1585; and

WHEREAS, the Declaration provided for the organization and operation of the Association of Apartment Owners of Hokua at 1288 Ala Moana (the "Association") to operate and manage the Project in accordance with the Bylaws; and

WHEREAS, pursuant to HRS Section 514B-108(e), owners of sixty-seven percent (67%) of the common interests of Hokua at 1288 Ala Moana have given their written consent in favor of amending the Bylaws as outlined below;

NOW THEREFORE, the Bylaws are amended as follows:

AMENDMENT NUMBER ONE

Section 4.6A of the Bylaws is amended to read as follows:

A. The Association will elect all nine (9) Directors at the initial annual meeting. The term of office of the five (5) Directors receiving the most votes will end when the second annual meeting after their election ends. The term of office of the remaining four (4) Directors will end when the next annual meeting ends. To implement the transition from two-year terms to three-year terms, at the first annual meeting of the Association following the effective date of this amendment, the expiring terms of directors shall be filled as follows: three (3) Directors shall be elected for three (3) years and the remaining Director(s) shall be elected for two (2) years. At the second annual meeting of the Association following the effective date of this amendment, the expiring terms of directors shall be filled as follows: three (3) Directors shall be elected for three (3) years and the remaining Director(s) shall be elected for one (1) year. Thereafter, the terms of the Directors shall always be staggered, and the terms of three (3) Directors shall expire at each annual meeting, to preserve the staggered terms.

As part of this Amendment, Section 4.6B of the Bylaws is amended to read as follows:

B. Except as provided in Subsection 4.6A above, each Director will hold office until the end of the third annual meeting after his or her election. This should be a term of about three years.

AMENDMENT NUMBER TWO

Section 4.3D of the Bylaws is amended to read as follows:

D. No person may serve as a Director for more than nine (9) years in a row. No person may be elected or appointed as a Director if serving out his or her full term as a Director would result in a violation of the rule against serving more than nine (9) years in a row. This subsection 4.3D does not apply to

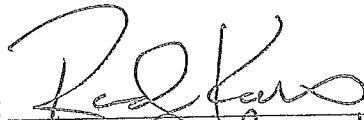
officers, directors, employees, or agents of the Developer who serve as Directors.

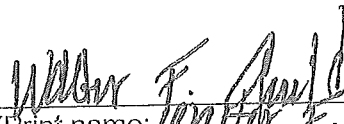
In all other respects, the Bylaws, as amended, are hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties to them and their respective successors and permitted assigns. The undersigned officers of the Association of Apartment Owners of Hokuia at 1288 Ala Moana hereby certify that the above amendments were made by the written consent of more than sixty-seven percent of the common interest at Hokuia at 1288 Ala Moana.

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 5 day of APRIL, 2011.

ASSOCIATION OF APARTMENT OWNERS OF
HOKUIA AT 1288 ALA MOANA

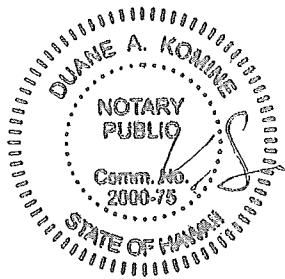
By: 
(Print name: Rawley KANA)
Its: Treasurer

By: 
(Print name: Walter F. Guild)
Its: President

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

On this 5 day of APRIL, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared RANDY KARNIS, 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 Apartment Owners of Hokua at 1288 Ala Moana, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Bylaws of the Association of Apartment Owners of Hokua at 1288 Ala Moana", 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 APRIL 5, 2011 and contained 9 pages at the time of this acknowledgment/certification.



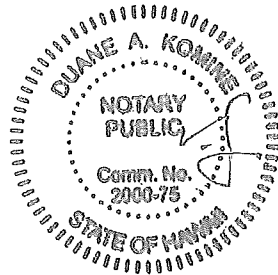
[Handwritten Signature]
Print Name: DUANE A. KOLINE
Notary Public, State of Hawai'i


My Commission Expires: 2.13.2012

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

On this 5 day of APRIL, 2011, in the First Circuit of the State of Hawai'i, before me personally appeared WALTER F. GUILD, 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 Hokua at 1288 Ala Moana, a Hawai'i condominium association, that said person executed the foregoing instrument identified or described as "Amendment to Bylaws of the Association of Apartment Owners of Hokua at 1288 Ala Moana", 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 APRIL 5, 2011 and contained 9 pages at the time of this acknowledgment/certification.




Print Name: DUANE A. KOLINE
Notary Public, State of Hawai'i

My Commission Expires: 2.13.2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF
APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA
REGARDING TERMINATING COMMON UTILITIES AND SERVICES
TO DELINQUENT UNIT OWNERS AND
PROHIBITING THEIR USE OF THE COMMON ELEMENTS

WHEREAS:

A unit owner's failure to pay maintenance fees and other assessments ("common expenses") undermines the financial stability of the association and imposes an unfair burden on the owners who are paying their common expenses;

The board of directors is required to collect common expenses from a delinquent owner using every reasonable means;

Section 514B-146(e), Hawaii Revised Statutes, authorizes the board, with the approval of the unit owners, to terminate common utilities and services of delinquent unit owners and prohibit their use of the common elements;

Since Section 8.8 B.4 of the Association's Bylaws already authorizes the board of directors to use this process, more than a majority of the owners have already approved its use; and

The board has determined that terminating common utilities and services of delinquent unit owners and prohibiting their use of the common elements is a reasonable means of collecting delinquent common expenses from delinquent owners, since the common expenses pay for the services which the owners receive at the project;

NOW THEREFORE, the Board of Directors of the Association of Apartment Owners of HOKUA AT 1288 ALA MOANA adopts the following resolution:

RESOLVED:

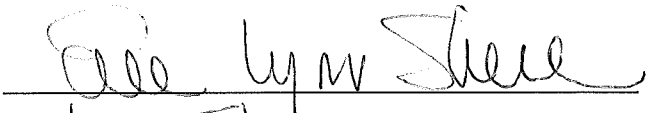
1. If a unit owner occupies the unit and fails to pay the unit's share of the common expenses when payment is due, the board of directors may send a demand for payment to the unit owner. The demand shall include written notice that if the owner fails to pay in full within 60 days of the date of the notice, the board may:
 - * Terminate common utilities and services which the association provides to the delinquent unit owner; and
 - * Prohibit the unit owner's use of the common elements.
2. At the same time notice is sent to the unit owner, a copy shall also be sent to anyone holding a first mortgage on the unit, informing the mortgage holder that the board intends to take such action against the owner.

3. The notice shall be sent to: (i) the owner by first-class and certified mail at the owner's address shown on the records of the association; and (ii) the first mortgage holder at the address shown on the mortgage or any subsequent assignment of the mortgage.
4. An owner may ask the board to agree to a payment plan with the owner but the board shall not be required to accept a payment plan.
5. If the owner fails to pay the amounts owed to the association or the board does not approve the owner's payment plan, the board may, as it deems appropriate:
 - * Turn off any utilities or other services to the unit which are paid for or provided by the association, such as cable television, lobby intercom, and broadband internet access.
 - * Prohibit the owner or any persons residing with or visiting the owner from using the following common elements: any recreation area including Guest Suites, Ocean Terrace room, Health Club, sauna, massage room, pool, Jacuzzi, cabanas, tennis court, dog park, conference room, and business center.
6. This resolution shall NOT be deemed to prevent the board from proceeding with foreclosure or any other means of collecting the owner's delinquent maintenance fees if the board decides the procedures outlined in this resolution are not the most effective means of collecting an owner's delinquency.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to Section 514B-146(f) and the DECLARATION and the BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA by the Board of Directors of the Association, at a Board meeting on March 1, 2011, pursuant to Section 8.8 B.4 of the Bylaws.

DATED: Honolulu, Hawaii, March 1, 2011.


Eve Lynn Shere Secretary

**ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA**

April 29, 2010

Re: **New House Rule to Restrict the Use of Amenities**

Dear Association Members:

The attached house rule was adopted by the Board of Directors at its meeting on April 6, 2010, pursuant to Section 7.7 of the Bylaws. The Board adopted the new rule because of concerns about overuse of project amenities such as the swimming pool, health club/spa, locker rooms, dog park, tennis court, barbecue and play area, and appurtenant deck and lawn areas.

Under the declaration, an apartment owner is not automatically entitled to use the common elements by virtue of being an owner. Instead, the right to use the amenities derives from the right to occupy and use a residential apartment. This is consistent with the Hawai'i Residential Landlord-Tenant Code, under which an owner transfers his rights of occupancy and use to a tenant under a lease, except for the landlord's right to enter the apartment to make inspections or repairs, or to show the apartment to prospective purchasers or tenants.

The same limitations apply to the use of the common or limited common elements appurtenant to the apartment. An owner who leases a residential apartment surrenders his right to use the amenities at the same time he surrenders the right to use his apartment. In contrast, if the apartment is vacant, the owner retains legal possession and the rights of occupancy and use of the common and limited common elements.

This new house rule recognizes those circumstances by trying to ensure that non-residents do not overwhelm the project facilities by overuse.

Board of Directors
Association of Apartment Owners
of Hokua at 1288 Ala Moana

JAM:alt
Enclosure

AMENDMENT TO HOUSE RULES TO
RESTRICT THE USE OF AMENITIES TO RESIDENTS

SECTION III. COMMON AREAS

* * *

9.

- (A) Except as stated in subsection (B), use of the limited common elements of the project described in sections 5.3.9 and 5.3.10 of the declaration (including but not limited to the swimming pool, health club/spa, locker rooms, dog park, tennis court, barbecue and play area, guest suites, and appurtenant deck and lawn areas) shall be restricted to residents of the project and their guests; provided that annual pass holders described in section 5.3.10 may also use the limited common element amenities described in that section.
- (B) An owner who is not a resident of the project may only use the limited common elements described in subsection (A) if the owner is accompanied by a resident of the project; provided that this restriction shall not apply to: (i) guests of owners using guest suites; and (ii) annual pass holders described in section 5.3.10 who are using the amenities described in that section.
- (C) For purposes of this section, a "resident" means: (i) an apartment owner who is occupying his apartment at the project as the owner's residence and not renting or leasing the apartment; (ii) a person who is occupying an apartment in the project as the person's residence under a lease or rental agreement with the apartment owner or with the owner's permission.

I hereby certify that pursuant to Section 7.7 of the Bylaws, the Board of Directors of the Association of Apartment Owners of Hokuia at 1288 Ala Moana adopted the above house rule amendment at its meeting on April 6, 2010, to restrict the use of certain residential limited common elements to residents of the project and their guests.

This amendment to the House Rules shall become effective on April 6, 2010.

DATED: Honolulu, Hawai'i, MAY 4, 2010 2010.

ASSOCIATION OF APARTMENT OWNERS
OF HOKUIA AT 1288 ALA MOANA

By: _____

Print Name: EVE SHERE

Its Secretary

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA
AMENDING THE HOUSE RULES FOR HOKUA AT 1288 ALA MOANA
TO REDUCE THE WEIGHT LIMIT ON PETS TO 35 POUNDS

WHEREAS:

The Board of Directors of the Association of Apartment Owners of Hokua at 1288 Ala Moana ("Board") is authorized to oversee the administration and operation of the Hokua at 1288 Ala Moana condominium project ("Project");

The Project is governed by the Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana, the Bylaws of the Association of Apartment Owners of Hokua at 1288 Ala Moana, and the House Rules for Hokua at 1288 Ala Moana;

The House Rules for Hokua at 1288 Ala Moana ("House Rules") provide, in Section VI, 1(B), for a weight limitation on pets;

The Board has decided to amend House Rules Section VI, 1(B), to reduce the weight limitation on pets from sixty (60) pounds to thirty-five (35) pounds;

The Board's decision to reduce the weight limitation on pets to thirty-five (35) pounds is reasonable, especially for a high-rise building with elevators and relatively narrow walkways and corridors;

The Board believes that a weight limitation on pets of thirty-five (35) pounds is in the best interests of the Association of Apartment Owners of Hokua at 1288 Ala Moana; and

The Board wishes to "grandfather" in existing, registered pets at the Project;

NOW, THEREFORE, BE IT RESOLVED that House Rules Section VI, 1(B) be amended as follows (deletions are bracketed and lined-out; additions are double-underlined):

"No pet may exceed [~~sixty (60)~~] thirty-five (35) pounds in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed [~~sixty (60)~~] thirty-five (35) pounds in weight, may be kept at the Project."

RESOLVED FURTHER, that if on the effective date of this amendment any apartment owner or resident is keeping a registered pet at the Project that weighs more than thirty-five (35) pounds, the owner or resident may continue to keep that registered pet at the Project; provided, however, that the apartment owner or resident may only replace the existing registered pet with a pet that does not exceed the thirty-five (35) pound weight limitation.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to the BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA, by the Board of Directors of the Association, at a Board meeting on April 3, 2007.

DATED: Honolulu, Hawaii, April 3, 2007.


Eve Lynn Shere, Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
THE ASSOCIATION OF APARTMENT OWNERS OF 1288 ALA MOANA
REGARDING RESPONSIBILITY FOR ASSIGNED STORAGE LOCKERS / ROOMS**

WHEREAS:

Section 5.3.23 of the Declaration states that each residential apartment shall have for its exclusive use, as a limited common element appurtenant to such residential apartment, the storage locker or storage room located on Parking Levels 2 through 4 of the Platform of the Project as noted and assigned on Exhibit C of the Declaration and shown on the Condominium Map for the Project; and

The Declaration and Bylaws require the Owner to maintain, keep, repair and replace the limited common elements of the Project which are appurtenant to the Owner's apartment, including any assigned storage locker or storage room, in good and safe order and condition, reasonable wear and tear excepted; and

The Declaration and Bylaws further provide that the Board may authorize necessary work to be done at the expense of the Owner if the Owner fails to perform any work necessary to maintain, keep and repair the Owner's assigned storage locker or storage room, after notice from the Board.

I. RESOLVED:

The BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA hereby adopts the following resolutions allocating responsibility for the maintenance, upkeep and repair of the limited common element storage lockers or storage rooms at the Project:

Each Apartment Owner shall be responsible for the maintenance, upkeep, repair, and replacement of the limited common elements storage lockers or storage rooms assigned to and appurtenant to such Owner's apartment as follows:

- i. The wooden locker cabinets, including the repair and/or replacement of any wood panels and components due to termites or termite infestation, water intrusion, weather, strong winds, and/or other causes, not the result of third party negligence or willful misconduct; and
- ii. The storage locker or storage room hardware.

II. RESOLVED FURTHER, that:

The Board and/or Management (at the direction of the Board) may conduct periodic inspections by Association staff of the exterior of the storage lockers and storage rooms, and if as a result of such inspection any evidence of damage or possible damage resulting from or due to termite infestation, water intrusion, weather, strong winds, and/or other causes is found to exist, then the Board through the General Manager may issue a notice to the Owner or Owners of the affected storage lockers or storage rooms and require such Owners, within thirty (30) days following the date of such Notice, to (a) repair or cause the repair of any such physical or structural damage to the Owner's storage locker or storage room caused by weather, strong winds or other causes (b) take steps to eliminate or cause the elimination of any live termite infestation and to repair or cause the repair of any physical or structural damage to the storage locker and/or storage room resulting therefrom, as may be applicable. If the Owner fails to have the necessary and appropriate work performed within the time period specified by the Board, then, and in such event, the Board may cause to have the work performed by others and to (i) charge the Owner for all costs incurred by the Board in arranging for and causing such work to be performed, and (b) also assess the Owner of the Unit a fine not to exceed \$100.00.

If the damage or possible damage to the storage locker or storage room is the result of termite infestation, then and in such event, the Board has determined based on its own investigation that the preferred method of addressing the termite infestation is either by (a) heat treatment by one of the vendors which have been approved for such heat treatment by the Association's Board and/or its General Manager from time to time, or (b) such other treatment intended to eliminate such termite infestation as shall be recommended by a licensed termite treatment company arranged by and through the Owner and approved by the General Manager.

III. RESOLVED FURTHER, that:

Due to the potentially serious manner in which potential termite infestation in the storage lockers and/or storage rooms may spread to other storage lockers and/or storage rooms, the Board recommends and encourages all Owners to make periodic inspections of their storage lockers at least once each calendar quarter and to promptly report any damage or suspected damage resulting from or due to termite infestation, water intrusion, weather, strong winds, and/or other causes found to exist to the General Manager for investigation.

IV. RESOLVED FURTHER, that:

The rights, powers, and authority which this resolution provides shall become effective as of the date of the Board's adoption of this resolution and shall remain effective until this resolution is revoked in writing by the Board or changed by an amendment to the Association's Declaration or Bylaws.

CERTIFICATE:

I hereby certify that the above resolution was adopted pursuant to the law and the DECLARATION and BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA by the Board of Directors of the Association, at a Board meeting held on March 6, 2012.

DATED: Honolulu, Hawaii, March 6, 2012.

Hokua

Auxiliary Deadbolt Placement Specifications

Vertical Alignment with Existing Hardware:

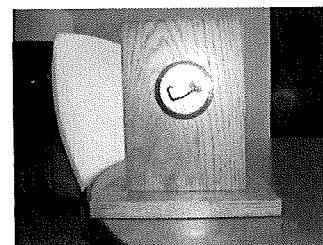
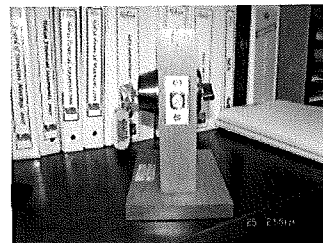
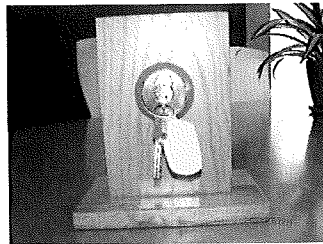
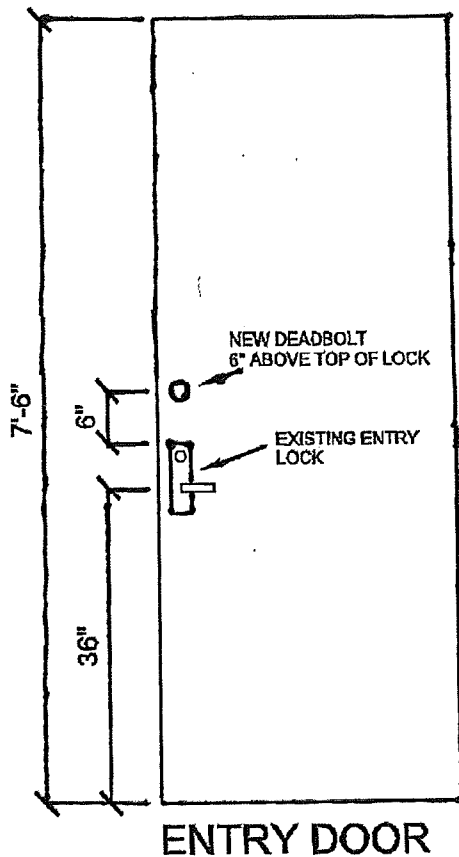
Centerline of auxiliary deadbolt is to vertically align with centerline of existing cylinder lock and handle plate.

Horizontal Placement:

Bottom of auxiliary deadbolt is to be placed to create a 6" clear space, as measured from the top of the center plate.

Hardware Specifications:

Sargent – 63-485-26D Removable Core Cylinder Deadlock. An equivalent deadbolt must be submitted and approved prior to installation.



Adopted 5 June 2007



July 10, 2007

RE: HOKUA SECURITY ACCESS CONTROL CARDS AND KEY FOBS -

Dear Homeowners and Residents:

As you are aware Hokua is equipped with an electronic security access control system. Each key fob or access card is programmed to a homeowner or resident of Hokua and whenever used to gain access through a card reader, each entry is recorded and promptly displayed on a monitor in the security office. In order for this system to properly contribute to the overall security of Hokua, Management must exercise reasonable control over the distribution of these key fobs and access cards. Based on building operations over the first 18 months of life here at Hokua there are several measures which Management will be implementing immediately as part of its ongoing efforts to improve security at Hokua:

1. We ask for your assistance by limiting the instances in which you allow your key fobs or access cards to be used by individuals that are not a registered owner or resident of Hokua. For the security system to work effectively, it is important that a person who's in possession of and using the key fob or access card be the actual person to whom it is registered. In other words, the identity of the person using the key fob or access card should match the person actually using it as often as feasible. We realize there are instances when you will allow a guest to use your key fob or access card but please remember that the security system will note that it was your key fob or access card that was used to gain entry and that you may be held responsible for any inappropriate use.

2. If at any time you lose or misplace your key fob or access card, please report it immediately to one of the Resident Specialists so that we can deactivate the key fob or access card. This will minimize the risk of any truly unauthorized use.

3. The Board of Directors has approved an increase in the refundable deposit for the purchase of additional, lost or misplaced key fobs and access cards to \$150.00 per key fob or access card. In addition, we will require more stringent registration procedures, including a photo of the person to whom the key fob or access card is to be registered. We will continue to replace defective key fobs and access cards with no additional deposit required. However, if the key fob or access card is

obviously damaged by an external force, the replacement of the key fob or access card will require the \$150.00 refundable deposit.

4. We have adopted special rules applicable to the issuance of key fobs or access cards to short term guests staying in your apartment or the guest suites. The homeowner or resident must request the issuance of the key fob(s) or access card(s) to such guest(s), the guest will need to complete a short form registration (but no photo will be required), and the homeowner or resident must pay the \$150.00 refundable deposit for each key fob or access card so issued. The deposit will be returned when the guest returns the key fob or access card upon departure. Any request for issuance of a key fob or access card to someone who is not a homeowner or resident of Hokua for a period of longer than ten (10) days will be required to go through the entire registration process.

Finally, we would like to ask for your kind assistance in updating our photo data base and would like to take a current photo of all homeowners and residents, so that we can assure that this photo base is in sync with Hokua's access control system. When you are available, please contact Nicole or Adela in our management office to have an updated photo taken. We assure you that these photos are strictly for internal building security purposes and will not be used for any other purposes.

Should you have any questions, please contact the Management Office at 692-0000.

Mahalo,

Hokua Management

Adopted 5 June, 2007

**ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA
MOANA
Amendment to the House Rules
No Smoking Resolution**

The Board of Directors (the "Board") of the Association of the Association of Apartment Owners of Hokua at 1288 Ala Moana (the "Association"), in accordance with the Declaration of Condominium Property Regime and Bylaws recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i on November 6, 2003 as Document Nos. 3023083 and 3023084, respectively, and duly noted on Transfer Certificate of Title No. 671,670, hereby adopts the following administrative resolution as an amendment to the Association's House Rules, pursuant to Article 7, Section 7.7 of the Bylaws:

WHEREAS, the Board is authorized, on behalf of the Association, to regulate the use of the common elements of the project, *which includes the limited common areas*, pursuant to Article 7, Section 7.7 of the Bylaws and sections 514B-104(6) and 514B-106(a), Hawai'i Revised Statutes;

WHEREAS, smoking is prohibited in most common areas of the project under Chapter 328J-3(13) of the Hawai'i Revised Statutes and Chapter 41, Article 21, Revised Ordinances of Honolulu *but not in areas that are part of the residential apartments*;

WHEREAS, (i) *under Section 5.3.12 of the Declaration, each residential apartment has for its exclusive use one or more limited common element lanais and* (ii) *under Section 5.3.13 of the Declaration, each penthouse apartment has for its exclusive use an area located on level 41 of the Project*; and

WHEREAS, the Board has decided to amend the House Rules to prohibit smoking in all the common elements and limited common elements of the project, as defined in Sections 5.2 and 5.3 of the Declaration, *except for the limited common element lanais and the areas referred to in Sections 5.3.12 and 5.3.13 of the Declaration, respectively, which, although designated as limited common elements, are essentially part of the private areas of each residential apartment*;

NOW, THEREFORE, BE IT RESOLVED THAT the House Rules are amended to amend subsection III.3 of the House Rules to read as follows [deletions are [bracketed] and additions are underlined], to read as follows:

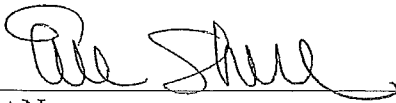
3. Except as otherwise specifically provided in these House Rules, eating[,]
or drinking [, or smoking] is not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas and the parking garage, but excluding the limited common elements. In addition, smoking is prohibited in: (i) all common [or limited common] areas of the project, including the areas described in section[s] 5.2 [and 5.3, respectively.] of the declaration, and, without limitation, all the grounds and open parking areas and walkways of the Project; and (ii) all limited common elements described in section

5.3 of the declaration except for the limited common element lanais and roof areas referred to in Sections 5.3.12 and 5.3.13, respectively, of the declaration.

RESOLVED FURTHER THAT this amendment to the House Rules shall become effective on October 1, _____ 2007.

DATED: Honolulu, Hawai'i, _____ September 4, _____ 2007.

ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA

By: 
Print Name: Eve Shere
Its Secretary

Hokua

ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA
MOANA

Amendment to the House Rules

Rentals of Storage Lockers, Storage Rooms, and Parking Stalls on respective
parking levels P2, P3, and P4 Resolution

The Board of Directors (the "Board") of the Association of Apartment Owners of Hokua at 1288 Ala Moana (the "Association"), in accordance with the Declaration of Condominium Property Regime and Bylaws recorded in the Office of the Assistant Registrar of the Land court of the State of Hawai'i on November 6, 2003 as Document Title Nos. 3023083 and 3023084, respectively, and duly noted on Transfer Certificate of Title No. 671,670, hereby adopts the following administrative resolution as an amendment to the Association's House Rules, pursuant to Article, 7, Section 7.7 of the Bylaws:

WHEREAS, the board is authorized, on behalf of the Association, to regulate the use of the common elements of the project, which includes the limited common areas, pursuant to Article 7, Section 7.7 of the bylaws and sections 514B-104(6) and 514B-106(a), Hawai'i Revised Statutes;

WHEREAS, the Board has decided to amend the House Rules to prohibit the renting of storage lockers, storage rooms, and parking stalls on respective parking levels P2, P3, and P4 to non-residents. The storage lockers, storage rooms, and parking stalls on P2, P3, and P4 parking levels may be rented only to registered Hokua residents and owners.

RESOLVED FURTHER THAT this amendment to the House Rules shall become effective on October 1, 2007.

DATED: Honolulu, Hawai'i, September 4, 2007.

ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA

By: 

Print Name: Eve Shere

Its Secretary

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA AMENDING THE HOUSE RULES
FOR HOKUA AT 1288 ALA MOANA TO REQUIRE THE MAINTENANCE
OF INDIVIDUAL AIR CONDITIONING UNITS ON A QUARTERLY BASIS

WHEREAS:

The Board of Directors of the Association of Apartment Owners of Hokua at 1288 Ala Moana ("Board") is authorized to oversee the administration and operation of the Hokua at 1288 Ala Moana condominium project ("Project");

The Project is governed by the Declaration of Condominium Property Regime of Hokua at 1288 Ala Moana ("Declaration"); the Bylaws of the Association of Apartment Owners of Hokua at 1288 Ala Moana ("Bylaws"); and the House Rules for Hokua at 1288 Ala Moana ("House Rules");

Section 5.1.6 of the Declaration provides that each apartment shall be deemed to include "all fixtures originally installed herein. . .";

Section 9.2.A.(1)(c) of the Bylaws requires all owners to maintain "[a]ll mechanical, electrical and plumbing components in his or her Apartment and the improvements therein in strict accordance with all applicable maintenance requirements, operating standards, and guidelines...set forth in any manufacturer's or supplier's operating manuals or maintenance and care documents for said fixtures and equipment. . .";

There are individual air conditioning units in the apartments at the Project;

The manufacturer of these individual air conditioning units has recommended that they be maintained in accordance with manufacturer's specifications on a quarterly basis, meaning four (4) times per year, at three (3) month intervals;

Section 7.7 of the Bylaws empowers the Board to adopt rules and regulations regarding "any mechanical, electrical and plumbing components located in the Apartments to the extent they may actually affect the Common Elements or other Apartments";

Failure to maintain individual air conditioning units at the Project in accordance with the manufacturer's recommendations may affect the Common Elements or other Apartments;

Section XV of the House Rules authorizes the Board to amend the House Rules "by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants. . .";

Requiring the maintenance of the individual air conditioning units as recommended by the manufacturer is in accordance with the Board's duties and obligations and is consistent with the exercise of sound business judgment.

NOW, THEREFORE, BE IT RESOLVED that the House Rules for the Hokua at 1288 Ala Moana be amended to include the following:

SECTION II. THE APARTMENTS

7. Individual air conditioning units in apartments shall be maintained four (4) times per year, at three (3) month intervals, as recommended by the manufacturer. If any uninsured damage, including but not limited to flooding, occurs as a result of the owner's failure to maintain the air conditioning units as required, the owner shall be responsible for all such damage.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to the BYLAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HOKUA AT 1288 ALA MOANA, by the Board of Directors of the Association, at a Board meeting on February 5, 2008.

DATED: Honolulu, Hawaii, February 5, 2008.



Secretary, Association of Apartment Owners
of Hokua at 1288 Ala Moana

**ASSOCIATION OF APARTMENT OWNERS OF
HOKUA AT 1288 ALA MOANA
Resolution Regarding High-Risk Components**

The Board of Directors (the "Board") of the Association of Apartment Owners of Hokuia at 1288 Ala Moana (the "Association"), under Declaration of Condominium Property Regime of Hokuia at 1288 Ala Moana dated November 3, 2003, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 3023083, as amended, hereby adopts the following administrative resolution pursuant to section 514B-138 of the Hawai'i Revised Statutes:

WHEREAS, the Association is an unincorporated Hawai'i condominium association;

WHEREAS, the Board is empowered, on behalf of the Association, to regulate the use of the common elements and the apartments of the project pursuant to Section 7.7 of the Bylaws and sections 514B-104(a)(6) and 514B-106(a) of the Hawai'i Revised Statutes;

WHEREAS, section 514B-138 of the Hawai'i Revised Statutes authorizes the Board, after notice to all unit owners and an opportunity for owner comment, to determine that certain portions of the units, or certain objects or appliances within the units pose a particular risk of damage to other units or the common elements if they are not properly inspected, maintained, repaired, or replaced by owners;

WHEREAS, leaking plumbing fixtures and air conditioners (including, but not limited to those items listed in Exhibit "A") can cause severe water damage to the Project. Delays in taking action to: (i) eliminate water leaks and water intrusion in units; (ii) water leaks and water intrusion into walls, floors, and ceilings; and/or (iii) repair and replace any damage caused by water leaks, may lead to mold problems and expensive remedial action;

WHEREAS, section 514B-137(a) of the Hawai'i Revised Statutes requires each unit owner to afford to the Association and its employees, independent contractors, and agents access – during reasonable hours – through the owner's unit reasonably necessary for the operation of the property;

WHEREAS, section 514B-137(b) of the Hawai'i Revised Statutes gives the Association the irrevocable right, to be exercised by the Board, to have access to each unit at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to another unit or units;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Association of Apartment Owners of Hokuia at 1288 Ala Moana, on behalf of the members of the Association, hereby adopts the following resolutions to designate high-

risk components, and establish requirements for care of high-risk components:

A. Designation of High-Risk Components. The components listed in Exhibit "A" attached hereto are designated high-risk components.

B. Inspections. The Association may conduct inspections of the high-risk components upon notice to the owners and residents. During the inspection certain high-risk components may be identified as faulty. For purposes of this resolution, a high-risk component is faulty if: (1) the component has failed; (2) the component is near failure in the judgment of the inspector; and (3) the component's age is such that the inspector believes that it should be repaired or replaced even if not otherwise faulty. The Association may include in the notice of inspections an opportunity for the owner to elect to have the Association repair or replace any faulty high-risk components identified during the inspection at the cost of the owner. The Association is under no obligation to repair or replace the faulty high-risk component, but if it does so, the owner will be responsible for all costs and expenses of the repair or replacement. Nothing herein shall override the Association's authority to conduct emergency repair and replacements of unit components.

C. Repair or Replacement. If a high-risk component is identified as faulty during an inspection conducted pursuant to this resolution, the high-risk component shall be repaired or replaced by the time identified in the inspection report or the cover letter unless the Association has repaired or replaced the faulty high-risk component pursuant to paragraph B, above. In the event that the Association has repaired or replaced a faulty high-risk component pursuant to paragraph B, above, the Association shall notify the owner and assess the owner the cost of the repair or replacement which if unpaid shall constitute a lien on the unit as provided by section 514B-146, Hawai'i Revised Statutes. Within four business days of completion of the repair or replacement of the faulty high-risk component, the owner shall provide a copy of the contractor's invoice showing that the repair or replacement has occurred. If the faulty high-risk component is located in a unit, the unit owner shall be responsible for the cost of repairing or replacing the high-risk component. If the faulty high-risk component is located in a common element and it has been damaged by the owner, the Association shall repair or replace the components, but the owner will be charged the cost. Notwithstanding anything to the contrary stated herein, the Board in its sole discretion may choose to have the cost of repairing or replacing faulty high-risk component(s) paid for as a common expense.

D. Failure to Comply with Resolution. If an owner fails to comply with the requirements of this resolution within the time frame in the inspection report or cover letter, the Association is authorized to enter the unit to perform the requirements with regard to such high-risk components at the sole cost and expense of the unit owner, which costs and expenses shall be a lien on the unit as provided in section 514B-146, Hawai'i Revised Statutes.

BE IT FURTHER RESOLVED THAT nothing in this resolution shall be deemed

to limit the remedies of the association for damages, or injunctive relief, or both.

CERTIFICATE

I, Eve Shere, Secretary of the Board of Directors of the Association of Apartment Owners of Hokuia at 1288 Ala Moana, do hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors, duly held on December 29, 2008 and duly entered in the book of minutes of the Association, and that this resolution is in full force and effect.

DATED: Honolulu, Hawai'i, January 6, 2009.

ASSOCIATION OF APARTMENT OWNERS
OF HOKUA AT 1288 ALA MOANA

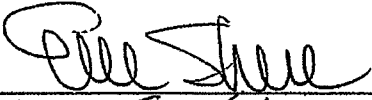
By: 
Print Name: EVE SHERE
Its Secretary

Exhibit A

Hokua High Risk Component Resolution

1. Water heater and associated plumbing in immediate vicinity.
2. All air-conditioner drain pans and air-conditioner condenser water plumbing.
3. Simmons valve water connection for washing machine.
4. Washing machine and washing machine hoses.
5. Dryer vent hose.
6. Laundry room sink, sink drain, and sink plumbing.
7. All bathroom shower, tub and sink drains; water supply plumbing; and toilet plumbing and wax seals.
8. Kitchen sink, sink drain, disposal, and associated plumbing. Refrigerator and associated plumbing. Wine cooler condensation pan. Hot water dispenser plumbing and any add-on water filtration system.
9. PEX system clamps.
10. PEX system brass elbow, tee and connector fittings.

**ASSOCIATION OF APARTMENT OWNERS
OF HOKUA AT 1288 ALA MOANA**

**Amendment to the House Rules Regarding Oil and Other Discharges
in Parking Stalls**

The Board of Directors (the "Board") of the Association of Apartment Owners of Hokuia at 1288 Ala Moana (the "Association"), under Declaration of Condominium Property Regime of Hokuia at 1288 Ala Moana dated November 3, 2003, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Land Court Document No. 3023083, as amended, hereby adopts the following policy resolution:

WHEREAS, the Association is an unincorporated Hawai'i condominium association governed by the Bylaws of the Association of Apartment Owners of Hokuia at 1288 Ala Moana dated November 3, 2003 (the "Bylaws"), filed as Land Court Document No. 3023084, as amended;

WHEREAS, the Board is empowered, on behalf of the Association, to regulate the use of the common elements of the Hokuia at 1288 Ala Moana condominium project (the "Project") pursuant to Section 7.7 of the Bylaws and sections 514B-104(a)(6) and 514B-106(a) of the Hawai'i Revised Statutes;

WHEREAS, in order to help keep the parking area free of oil drips or other discharges, the Board wishes to clarify Section V.10 of the House Rules regarding cleaning of the parking stalls at an apartment owner's expense;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of the Association, on behalf of the members of the Association, hereby amends Section V.10 of the House Rules to read as follows:

10. The Owner of each Apartment shall be responsible for maintaining the respective parking stall(s) appurtenant to the Owner's Apartment in a clean and safe condition, free from oil drips or other discharge from vehicles using Owner's parking stall(s). If at any time the Owner is provided with written notice from the Association that the Owner's parking stall(s) contain oil drips or other discharge, the Owner shall, at Owner's sole cost and expense, arrange to have the parking stall(s) cleaned so as to remove such oil drips or other discharge within fourteen (14) days following the date of such notice either by (a) the Association's maintenance personnel at a cleaning fee established from time to time by Manager, or (b) one of the vendors providing such cleaning service which have been approved for such cleaning services by the Association's Board or its Manager from time to time. If the Owner fails to clean the affected parking stall(s) within such 14-day period, then, and in such event, the Association may (a) clean or arrange to have cleaned the parking stall(s) and charge the Owner for all costs incurred in cleaning the

parking stall(s), and (b) also assess the Owner of the Apartment to which the parking stall is appurtenant a fine not to exceed \$100.00.


RESOLVED FURTHER THAT this amendment shall become effective on August 3, 2010.

CERTIFICATE

I, EVE SHERE, Secretary of the Board of Directors of the Association of Apartment Owners of Hokua at 1288 Ala Moana, do hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors, duly held on August 3, 2010 and duly entered in the book of minutes of the Association, and that this resolution is in full force and effect.

DATED: Honolulu, Hawai'i, August 3 2010.

ASSOCIATION OF APARTMENT OWNERS
OF HOKUA AT 1288 ALA MOANA

By: 
Print Name: EVE SHERE
Its Secretary

Hokua Surfboard Rack(s) Policy

In order to better address the needs within the Hokua Project for the proper storage of surfboards, kayaks, and standup paddle boards, the Board based on recommendations from the Building and Grounds Committee has designated two (2) separate locations within the Hokua Project for different type of boards.

The original surfboard storage racks located on the 4th floor of resident parking is now designated for shortboards up to 8 feet in length. In addition, kayaks and bicycle racks will remain in this location with the understanding that each piece of sporting equipment must be registered with Project management and a sticker verifying proper registration affixed to its body in an appropriate and readily visible location.

The second location for storage is located at the loading dock on the ground level. This facility has been designated for longboards from 8'0 to 10'0 in length. In addition, this location has been designed to accommodate the needs of standup paddleboards measuring up to 14'0 in length. However, due to the limited amount of space within these storage racks and in an effort to be fair to all, the use of these storage racks will initially be limited to one per Unit until all potential users have been given a reasonable opportunity to avail themselves of this storage opportunity. Multiple board users per Unit may be assigned a second storage rack, but **only** after all potential users have been given a reasonable opportunity to reserve a slot in the storage racks. In the meantime multiple board users will be placed on a wait list. The wait list will be chronological in order based on the date and time of placement on the wait list, will initially be limited to one (1) additional slot in the storage rack, and will be offered as and when an open slot in the storage racks becomes available.

Board storage is offered to all resident owners or renters on a first come, first serve basis. As a reminder to all, every piece of sporting equipment must be registered with Project management and failure to comply with this policy will result in its removal.

CHANGE OF POLICY: In order to achieve a more accurate inventory of the boards currently stored on the 4th floor of the resident parking garage, all current board owners will be required to update their file with Project management no later than _____, 2010. A review of the boards currently stored by Project management indicates a number of boards which are unclaimed and are not properly registered with Project management. In addition, a number of vacant slots in the storage rack currently have chains and locks secured to the rack rendering the slot unusable by others. Therefore in order to achieve an accurate inventory and to provide better control in the future, Project management will now be issuing locks and keys for each slot in the storage rack. You will no longer be permitted to use your own locks, unless you obtain prior approval of Project management and provide them with a duplicate key or the lock combination. Please see Project management to update your file on our shortboard storage, not later than _____, 2010.

SURFBOARD RACK POLICY AND RULES

DEPOSIT: a one-time deposit of \$150.00 (refundable upon returning key and/or lock in good condition) is required for all applicants.

POLICY AGREEMENT:

A policy agreement form must be filled out and brought to the front office with your payment. You will be assigned a numbered rack and key if one is available. If one is not available, you will be placed on a wait list, in the chronological order that your completed application is received. If you are to be placed on the wait list, your Deposit will not be required until you are advised of an available slot in a storage rack and decide to take it at that time. If you chose not to take a slot in the storage rack at the time it is offered you will either be removed from the wait list or moved to the bottom of the wait list as you so indicate at that time.

CONDITIONS:

1. Rack storage is reserved for resident owners and resident tenants use only.
2. Racks are reserved for a specific use and purpose as described in the policy agreement.
3. Racks are reserved for personal use and are not transferrable; meaning racks cannot be sub-leased or assigned to someone else.
4. Storage of your surfboard is at your own risk. Hokua shall not be liable for any claim or loss due to theft, vandalism or damage to storage racks at Hokua.
5. You are responsible for securing your assigned surfboard rack after each.
6. Keys for locks are obtained from the Hokua management office. While in your possession, you are responsible for returning all issued keys and locks and failure to do so will result in the forfeiture of your Deposit and if a replacement is required payment of a new Deposit as a condition to issuance.
7. Storage racks may not be modified, altered or changed in any way.
8. You are liable for any damages caused to your assigned rack or caused to adjoining racks by your actions.
9. Residents violating this policy are subject to the forfeiture of their Deposit and loss of use of the storage racks.
10. The Board reserves the right to amend, modify or change these policies and rules from time to time, as the Board deems appropriate so long as such changes are not inconsistent with any applicable laws, ordinances, or regulations applicable to Hokua and its operation.

By completing and turning in this form you acknowledge that you have read, understood, and agree to the terms and conditions

PLEASE PRINT CLEARLY

Contact Information DATE: _____

NAME: _____
Last First MI

ADDRESS: _____
Street/Apt No. City State Zip

TELEPHONE: _____
Work Home Cell

EMAIL: _____

ADMIN USE ONLY

resident owner resident tenant rack number _____ wait list



Hokua Tent Specifications

1. Tents may be used at Cabanas 2 and 3 only.
2. A Certificate of Insurance naming the Association as an additional insured must be provided to the Management Office prior the event.
3. Tents may be 10' x 20' or 20' x 40' or a combination of (2) 10' x 20'.
4. Tents must be weighted down by 55 gallon water barrels. A white cloth water barrel cover is preferable.
5. Water will be provided by Hokua; however, the tent company must provide a long water hose to fill barrels.
6. Delivery and removal must be scheduled with the Management Office at least three (3) days prior to the event.

A sample of the tent set-up is below:





Hokua Pool and Jacuzzi Rules

1. The swimming pool and Jacuzzi may be used between the hours of 6:00 a.m. and 10:00 p.m. daily.
2. NO LIFEGUARD IS ON DUTY AT THE POOL.
3. ANYONE WHO MAY BE ADVERSELY AFFECTED BY THE HEAT OR HUMIDITY OF THE JACUZZI, SUCH AS CHILDREN UNDER THE AGE OF FIVE (5), PREGNANT WOMEN, AND ANYONE WITH HIGH BLOOD PRESSURE, SHOULD NOT USE THE JACUZZI. SINCE PROLONGED EXPOSURE TO HIGH WATER TEMPERATURES CAN CAUSE DROWSINESS AND/OR RAISE THE BLOOD PRESSURE OF ANY SUCH PERSONS, THEY SHOULD BE ACCOMPANIED BY A PARENT, GUARDIAN, OR SOMEONE WHO CAN REASONABLY ASSURE THEIR SAFETY WHEN USING THE JACUZZI.
4. The pool areas are for the exclusive use of apartment residents and their guests. A resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the owner or resident. Residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool and Jacuzzi and for ensuring that all rules for those facilities are obeyed. Apartment owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, and their renters.
5. Swimming is permitted only in appropriate bathing attire.
6. Persons who are incontinent or not toilet-trained shall not use the pools or Jacuzzi unless they wear pants that will prevent leaks. Appropriate pants for these persons are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Traditional disposable or cloth diapers are not permitted in the swimming pool, lap pool or spa pool.
7. Residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of 12 is to be accompanied by an adult when using the pool or Jacuzzi, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
8. Five (5) guests at a time, per apartment, may utilize the pool and adjacent area. This ensures that all residents are able to comfortably use the pool and area at any given time. Pool parties are not permitted.
9. Noise levels are to be kept at a respectful level to assure an enjoyable setting for relaxation. Only portable music players with earphones are permitted.
10. Showering before entering the swimming pool or Jacuzzi is required. The shower for the swimming pool is located on the recreation deck area. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool or Jacuzzi. Persons having opened sores or wounds or communicable diseases are not allowed in the swimming pool or Jacuzzi.

11. Spitting, urinating, and blowing one's nose in the swimming pool or Jacuzzi are strictly prohibited.
12. Running, jumping off walls, diving head first into the pool, and horseplay are not permitted in the swimming pool, Jacuzzi, and adjacent areas. Splashing of water other than that accompanying normal swimming is not permitted.
13. The pool lanes have priority use by those swimming laps. Others in the pool are to stay clear of these lanes when they are in use.
14. Only water in a non-breakable container is permitted at the pool, Jacuzzi, and entire adjacent pool deck area. No glass items of any kind, any food or beverages other than water, toys, large floating devices, diving equipment, or similar items shall be permitted in the swimming pool, Jacuzzi, or adjacent areas. The introduction of sand, rocks, or other foreign matter in the swimming pool or Jacuzzi is strictly prohibited and may result in immediate eviction from the area.
15. All persons shall comply with the requests of the General Manager with respect to matters of personal conduct in and about the swimming pool, Jacuzzi, and adjacent areas. The employees of the General Manager and/or Residential Specialists are authorized to require any person using the pool or Jacuzzi to identify them self by name and apartment number, and if a guest, to give the name and apartment number of the host resident, and to confirm, if required, the physical presence of the apartment resident acting as host.
16. No animals (except for specially trained service animals) are allowed in or around the swimming pool, Jacuzzi, or any portions of the adjacent deck area. As used herein the term "service animals" means animals that are trained to provide assistance to persons with disabilities.
17. Intoxicated persons are not permitted to use the swimming pool, Jacuzzi, or any other portions of the recreational deck.
18. Persons must dry themselves before leaving the swimming pool area or using the bathroom facilities.
19. All persons using any of the pool and Jacuzzi are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of the pool, Jacuzzi, and adjacent areas. The chairs, if any, on the recreation deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All owners and residents acknowledge and agree that the General Manager may issue rules governing the use of the Recreational Facilities that are not inconsistent with these House Rules.
20. Any person violating these rules may be asked, by the General Manager or a Residential Specialist for the Project, to leave the area.



Health Club Rules

Health Club:

1. Health Club entrance is limited to and for the exclusive use of residents and registered guests.
2. A registered guest is one who is residing in the Guest Suites or a person who is temporarily residing in an apartment and who is registered with the management office.
3. Non-resident owners may use the health club only if their units are not leased or rented.
4. Visitors may use the Health Club & Spa, but must be accompanied by a resident.
5. The number of visitors, accompanied by a resident, is limited to two per apartment at any time.
6. Persons between the ages of 12 and 15 are authorized to use the equipment in the Health Club only under the supervision of an adult to ensure that such persons understand the proper and safe use of the equipment and do not injure themselves.
7. All residents, registered guests, accompanied visitors, and owners must sign-in and adhere to all posted rules.
8. Those who enter the health club must wear proper exercise attire and covered shoes at all times.
9. No wet clothes, slippers, or bare feet are permitted. Owners and other authorized users of the Health Club may wear street clothes in and change.
10. All residents, registered guests, and visitors shall use a small workout towel.
11. All residents, registered guests, and visitors shall wipe down all equipment after use and replace all weights when finished.
12. Only water in sealed containers is allowed in the Health Club.
13. Food, drinks (other than water), and pets (other than specially trained service animals) are not allowed in the Health Club and sauna. As used herein the term "service animals" means animals that are trained to provide assistance to persons with disabilities.
14. Mobile phones are only to be used outside of Health Club.
15. Be considerate of other guests and keep conversation to a minimum.
16. Televisions in the main room will be kept on mute.
17. Television in the yoga room may be used to play instructional workout DVDs with sound turned on at reasonable volume.
18. Contact sports are only permitted with adult or instructor supervision.
19. Health Club is not intended as an access to the cabanas and pool deck.
20. The Hokua General Manager reserves the right to immediately remove any person from the Health Club in order to maintain safety and security.

Massage Room:

1. Reserve the room prior to usage.
2. For reservations, call 692-0000 Monday through Friday from 9:00 am – 5:00 pm.
3. Use and provide your own sheet coverings for the massage table.
4. Wipe down the table with disinfectant after use.

Sauna:

1. Residents and their guests must wear appropriate garment or a towel while using the sauna.
2. ANYONE WHO MAY BE ADVERSELY AFFECTED BY THE HEAT OR HUMIDITY OF THE SAUNA, SUCH AS CHILDREN UNDER THE AGE OF FIVE (5), PREGNANT WOMEN, AND ANYONE WITH HIGH BLOOD PRESSURE, SHOULD NOT USE THE SAUNA. SINCE PROLONGED EXPOSURE TO HIGH TEMPERATURES CAN CAUSE DROWSINESS AND/OR RAISE THE BLOOD PRESSURE OF ANY SUCH PERSONS, THEY SHOULD BE ACCOMPANIED BY A PARENT, GUARDIAN, OR SOMEONE WHO CAN REASONABLY ASSURE THEIR SAFETY WHEN USING THE SAUNA.

Trainer Guidelines:

1. Trainers may provide services only to residents of Hokua, registered guests, and to two visitors per apartment who are accompanied by a resident.
2. Trainers must conduct themselves in a professional manner.
3. Trainers are not allowed to solicit business while in Hokua Health Club or on Hokua premises.
4. Trainers are not allowed to use Health Club and Spa facilities and amenities for personal use.
5. Trainers must provide liability insurance and certification to Management Office.

Residential Apartment owners and residents are responsible, at all times, for the conduct and decorum of their family members, tenants, guests, licensees, and invitees that are on the Hokua premises.



Ocean Terrace Room Rules

1. The Ocean Terrace Room will be available for reserved functions only Monday through Friday (after 3:00pm), Saturday, Sunday, and observed holidays. No extra tables or chairs will be added in the Ocean Terrace Room Monday – Friday before 3pm, without the prior approval of the General Manager.
2. The maximum capacity for the Ocean Terrace room is fifty (50) persons.
3. The Ocean Terrace Room and Cabanas may be combined only with the prior approval of the Board.
4. Reservations cannot be made for the following holiday: Independence Day.
5. A maximum time of four (4) hours is allowed for reservations between the hours of 8:00 a.m. to 10:00 p.m. All functions must be completely finished, cleaned up and the premises vacated by the end of the scheduled function or no later than 10:00 p.m. With the prior approval of the Hokua General Manager, Owner/Tenant may be permitted to extend a function beyond four (4) hours (but not beyond 10:00 p.m.) if no other reservation has been made.
6. A list of guest names must be provided to the Management Office prior to the party. Only those listed on the guest list will be permitted access to the Ocean Terrace Room.
7. It is the responsibility and obligation of the resident host to leave the premises in a clean and undamaged condition.
8. A cleaning/damage deposit of \$100 may be required for reservations of 25 - 50 persons. In addition, a liquor liability insurance certificate may be required.
9. Noise levels are to be kept low so that they are respectful of others.
10. All parties with a minimum of 25 guests must hire a Residential Specialist (RS) at cost of \$20.00/hr with a minimum of 2 hours. The RS will be exclusive to the party and will assist as appropriate. The Board reserves the right to adjust the per hour charge for an RS from time to time.
11. Parking stalls are limited and subject to a first-come first-served basis during the normal operating hours of 6:00am to 1:00am.
12. Restrooms are located next to the pool deck.
13. The Hokua General Manager reserves the right to terminate the function at any time due to non-compliance with the above rules and regulations or non-compliance with the Hokua House Rules.
14. Except to the extent expressly proscribed or limited by the Declaration, the By-Laws or the House Rules, the Board reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Residents, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to Hokua and/or its management or operation.



Hokua Playground Rules

There are no stand alone playground rules at this time. The following rules have been taken and modified from the current House Rules Section XI: Recreational Facilities and the sign posted at the playground.

1. The play area may be used between the hours of 6:00 a.m. and 10:00 p.m. daily.
2. All children must be accompanied by an adult or someone who can reasonably assure their safety in the use of the playground equipment.
3. Parents assume all liability for injury incurred by their children while using playground equipment.
4. Equipment may be slippery when wet.
5. The use of glassware, bottles, china, or other breakables is prohibited in the playground area.
6. Use equipment only as intended.
7. In case of injury or dangerous conditions please notify a residential specialist.
8. No pets allowed in the playground areas (except for specially trained service animals. As used herein the term "service animals" means animals that are trained to provide assistance to persons with disabilities.