RESTATED BYLAWS OF
THE MAUI LANI COMMUNITY ASSOCIATION
aka MAUI LANI COMMUNITY ASSOCIATION

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WHEREAS, THE MAUI LANI COMMUNITY ASSOCIATION, aka MAUI LANI COMMUNITY ASSOCIATION ("**Association**") was created by the Articles of Incorporation of The Maui Lani Community Association filed on February 15, 1996, in the Department of Commerce and Consumer Affairs, State of Hawai'i; and

WHEREAS, the Bylaws of Maui Lani Community Association, Inc., dated March 11, 1996, and the Maui Lani Declaration of Covenants, Conditions and Restrictions recorded in the Bureau of Conveyances of the State of Hawai'i on January 23, 1997, as Document No. 97-010578 ("Declaration"), incorrectly referred to the Association as "Maui Lani Community Association, Inc."; and

WHEREAS, the Declaration was amended by instrument recorded as aforesaid on August 22, 2001, as Document No. 2001-131425, to, in part, delete "Maui Lani Community Association, Inc.," and replace it with, "Maui Lani Community Association"; and

WHEREAS, the Bylaws were amended by document dated March 28, 2013, to delete "Maui Lani Community Association, Inc.," from Article I, Section 1 of the Bylaws, and to state that the name of the Association is, "The Maui Lani Community Association"; and

WHEREAS, since its incorporation, the Association has operated as The Maui Lani Community Association, aka Maui Lani Community Association; and

WHEREAS, based upon the foregoing information, this document shall refer to the Association as "The Maui Lani Community Association, aka Maui Lani Community Association," although the Bylaws dated March 11, 1996, refer to the Association as Maui Lani Community Association, Inc.; and

WHEREAS, Section 421J-7.5(a) of the Hawai'i Revised Statutes provides that a planned community association, by a resolution adopted by the board, may at any time restate the association documents, including without limitation the by-laws, to include amendments to the association documents; and

WHEREAS, Section 421J-7.5(c) of the Hawai'i Revised Statutes provides in part that upon the adoption of a resolution pursuant to subsection (a), the restated association documents shall state all of the operative provisions of the original association documents, together with a statement that the restated association documents correctly state the corresponding provisions of the association documents, and that the restated association documents supersede the original association documents and any relative amendments; and

WHEREAS, Section 421J-7.5(d) of the Hawai'i Revised Statutes provides a restated

association document shall be recorded if the original document was recorded and the restated association documents shall supersede the original association documents and any relative amendments. In the event of any conflict, the restated association documents shall be subordinate to the original association documents and any relative amendments; and

WHEREAS, the Board of Directors of the Association by adoption of a resolution on June 14, 2021, voted to restate the By-Laws to include the provisions of the Amendment to the Bylaws of The Maui Lani Community Association recorded in said Bureau on November 19, 2010, as Document No. 2010-179699, and amendments dated April 20, 2011, and March 28, 2013;

NOW, THEREFORE, the By-Laws of Maui Lani Community Association, Inc., dated March 11, 1996, are hereby restated in their entirety. The Restated By-Laws correctly state the corresponding provisions of the By-Laws, as amended as aforesaid, and supersede the original By-Laws and any relative amendments and restatements. In the event of any conflict, the Restated By-Laws shall be subordinate to the original association documents and any relative amendments.

This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument. For all purposes, including, without limitation, recordation and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

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RESTATED BYLAWS OF
THE MAUI LANI COMMUNITY ASSOCIATION[1]
aka MAUI LANI COMMUNITY ASSOCIATION

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be The Maui Lani Community Association (hereinafter sometimes referred to as the "Association").[2]

Section 2. Principal Office. The principal office of the Association shall be 810 Richards Street, Suite 900, Honolulu, Hawaii 96813. The Association may have such other offices, either within or outside the County of Maui, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Maui Lani Declaration of Covenants, Conditions, and Restrictions recorded in the State of Hawaii Bureau of Conveyances and/or filed in the Office of the Assistant Registrar of the Land Court (the "Declaration"), unless the context indicates otherwise.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during

[1] The title of the Bylaws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.
[2] Article I, §1 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

the first or second quarter of the Association's fiscal year on a date and at a time set by the Board of Directors.[3]

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Owners representing at least ten percent (10%) of the total Class "A" votes of the Association.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) nor more than forty-five (45) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting by an *[sic]* Member shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to each Member in the manner prescribed for regular meetings.

[3] Article II, §3 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that at least twenty-five percent (25%) of the total Class "A" votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 8. Voting. The voting rights of the Owners shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference.

Section 9. Proxies. No proxy shall be valid unless signed by the Owner or his duly authorized attorney-in-fact, dated, and filed with the Secretary or managing agent of the Association, if any, no later than 4:30 p.m. on the second business day prior to the date of the meeting to which it pertains. No proxy shall be valid after eleven (11) months from its date of execution unless otherwise specified in the proxy.[4]

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members or proxies representing thirty percent (30%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.[5]

Section 12. Conduct of Meetings. Unless the Board of Directors otherwise directs, the President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Secretary may delegate all or a part of these functions to a Recording Secretary who need not be a Member. All meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order, Newly Revised.[6]

Section 13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Owners may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Owners holding at least the minimum number of votes necessary to authorize such action at a meeting if all Owners entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated and delivered to the Association at its

[4] Article II, §9 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.
[5] Article II, §11 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated April 20, 2011.
[6] Article II, §12 of the By-Laws has been restated to incorporate the language in the Amendments to the Bylaws dated April 20, 2011 and March 28, 2013.

principal place of business in the State of Hawaii. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a unanimous vote of the Owners.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, the members of which shall each have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members. There shall not be more than one representative on the Board of Directors from any one unit that is owned by any person other than the Class "B" Member. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.[7]

Section 2. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than seven (7), as provided in Section 5 of this Article. The initial Board shall consist of three (3) directors as identified in the Articles of Incorporation.

Section 3. Directors During Class "B" Control Period. Subject to the provisions of Section 5 of this Article, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when seventy-five percent (75%) of the total number of Units proposed by the Master Land Use Plan for the property described on Exhibits "A" and "B" of the Declaration are deemed substantially complete and have been conveyed to Persons other than Builders; or

(b) thirty (30) years after the date on which the Declaration is recorded in the State of Hawaii Bureau of Conveyances and/or filed in the Office of the Assistant Registrar of the Land Court; or

(c) when, in its discretion, the Class "B" Member so determines.

Section 4. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors may be made by any Member. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

[7] Article III, §1 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

Section 5. Election and Term of Officers. Notwithstanding any other provision of these Bylaws:

(a) Within thirty (30) days after the time that Class "A" Members other than Builders own twenty-five percent (25%) of the Units proposed by the Master Land Use Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever the Class "B" Member earlier determines, the President shall call a special meeting at which the Class "A" Members shall be entitled to elect one (1) of the three (3) directors, who shall be an at-large director. The remaining two (2) directors shall be appointees of the Class "B" Member. The director elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time that Class "A" Members other than Builders own fifty percent (50%) of the Units proposed by the Master Land Use Plan for the property described in Exhibits "A" and "B" of the Declaration, or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) directors. The President shall call a special meeting at which the Class "A" Members shall be entitled to elect two (2) of the five (5) directors, who shall serve as at-large directors. The remaining three (3) directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two (2) years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within ninety (90) days after termination of the Class "B" Control Period, the President shall call a special meeting at which the Class "A" Members shall be entitled to elect three (3) of the five (5) directors, who shall serve as at-large directors. The remaining two (2) directors shall be appointees of the Class "B" Member. The directors elected by the Class "A" Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. The directors appointed by the Class "B" Member shall not be subject to removal by the Class "A" Members and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting is scheduled to occur within ninety (90) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the Board shall be increased to seven (7) directors who shall be selected as follows: Six (6) directors shall be elected by the Class "A" Members. Three (3) directors shall serve a term of two (2) years and three (3) directors shall serve a term of one (1)

year, as such directors determine among themselves. Upon the expiration of each director's term of office the Class "A" Members shall elect a successor to serve a term of two (2) years.

Until the termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one (1) director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Class "A" Members shall elect a replacement for a term of two (2) years.

The candidate receiving the most votes shall be elected. Directors may be elected to serve any number of consecutive terms.[8]

Section 6. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by at least a majority votes of the Class "A" Members. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members shall elect a successor for the remainder of the term.

B. Meeting.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place a majority of the directors shall determine, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

[8] Article III, §5(d) of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

Section 9. Special Meeting. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority of the total Class “A” votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

Section 13. Conduct of Meetings. All meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order, Newly Revised. Unless the Board of directors otherwise directs, the President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. The Secretary may delegate all or a part of these functions to a Recording Secretary who need not be a Member.[9]

Section 14. Open Meetings. Subject to the provisions of Section 15 of this Article, whenever practicable, all meetings of the Board shall be open to all Members who may participate in any discussion or deliberation unless the Board votes otherwise. The President may limit the time any Member may speak. Notwithstanding the above, the President, after a vote by the Board, may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as litigation in which the Association is or may become involved, personnel matters, or as necessary to protect the attorney-client privilege of the Association.[10]

Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 16. Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these Bylaws, or Hawaii law directed to be done and exercised exclusively by the membership generally.

Section 17. Duties. The duties of the Board shall include, without limitation:

(a) preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses and Special Assessments, if any;

(b) levying and collecting assessments from the Owners to fund the Common Expenses;

[9] Article III, §13 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

[10] Article III, §14 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(1) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any Owner current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and all other books, records, and financial statements of the Association which are required to be provided by law;[11]

[11] Article III, §17(m) of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association in accordance with Hawaii law, and in accordance with the Articles of Incorporation and the Declaration; and

(p) assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

Section 18. Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment and discretion of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Properties, or diminish the level of services being provided by the Association.

No such action, policy or program shall become effective or be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings set forth in Sections 8, 9 and 10 of this Article and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board of Directors or any committee thereof, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its successors, assigns, representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 19. Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority or those duties set forth in Sections 17(a) and 17(i) hereinabove. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

The Board of Directors may delegate to one (1) of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than ninety (90) days' written notice.

Section 20. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash or accrual accounting in the discretion of the Board shall be employed;[12]

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

[12] Article III, §20(a) of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

(1) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(2) a statement reflecting all cash receipts and disbursements for the preceding period;

(3) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(4) a balance sheet as of the last day of the preceding period; and

(5) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the fifteenth day following the due date unless otherwise specified by resolution of the Board of Directors); and

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. During the Class "B" Control Period, the annual report shall include certified financial statements.

Section 21. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain at least a fifty-one percent (51%) approval of the Class "A" Members if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of at least fifty-one percent (51%) of the total Class "A" votes in the Association.

Section 22. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Subassociations and other owners or residents associations, both within and outside the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 23. Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit of the Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, that nothing herein shall authorize the Board to limit ingress and egress to or from a Unit. In addition, the Board may suspend any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charges owed to the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter. An Owner shall at all times be responsible for his or her tenant's or lessee's compliance with all of the provisions of the Declaration, these Bylaws, or any rules and regulations duly adopted thereunder.

(a) Notice. Prior to imposition of any fine(s) hereunder or under the Declaration, the Board or its delegate shall serve the Owner with written notice containing (i) a description of the nature of the alleged violation, (ii) a statement of the proposed fine(s) to be imposed, (iii) a statement that within ten (10) days from the date of the notice, the Owner may serve upon the Board a written notice of appeal of the fine together with a statement explaining why the fine(s) should not be imposed, and (iv) a statement that the proposed fine(s) shall be imposed as described in the notice unless a written notice of appeal is served upon the Board within the allotted ten (10) day period.

(b) Appeal Upon Written Submission. The receipt of the notice of appeal shall not halt the accrual of any ongoing fine(s) imposed for the violation which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine(s) for good cause upon review of the written statement explaining why the fine(s) should not be imposed. The Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed fine(s) if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to impose fine(s) for future violations of the same or other provisions and rules by any Person.

(c) Appeals Hearing. If the notice of appeal is denied by the Board, the Board or its delegate shall serve the Owner with written notice containing (i) a summary of the Board's decision, (ii) a statement that within ten (10) days from the date of the notice, the Owner may serve upon the Board a written request for an appeals hearing regarding the fine, and (iii) a statement that the proposed fine(s) shall be imposed unless a written request for an appeals hearing is served upon the Board within the allotted ten (10) day period. The appeals hearing shall be held before the Covenants Committee, if any, or if none, before the Board in executive session. The Owner shall be afforded a reasonable opportunity to be heard at the appeals hearing. Prior to the effectiveness of any fine(s) hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the Owner

appears at the appeals hearing. The minutes of the appeals hearing shall contain a written statement of the results of the hearing and the fine(s), if any, imposed.

(d) Appeal to Board of Directors. Following a hearing before the Covenants Committee, the Owner shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date.

(e) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in Article XVI of the Declaration, by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.[13]

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary, and Treasurer shall be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board of Directors. Such other officers may, but need not be members of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as set forth in Article III of these Bylaws.

Section 3. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall

[13] Article III, §23 of the By-Laws has been restated to incorporate the language in the Amendments to the Bylaws dated March 28, 2013.

be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreement, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article III, Section 12 hereof.

Article V
Committees

Section 1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

Section 2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to Article V, Section 1, hereinabove, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 23 of these Bylaws. If established, the Covenants Committee shall also have the duty of acting as an impartial mediator for the nonlegal resolution of disputes between Members.[14]

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order, Newly Revised (current edition) shall govern the conduct of Association

[14] Article V, §2 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

proceedings when not in conflict with Hawaii law, the Articles of Incorporation, the Declaration, or these Bylaws.[15]

Section 3. Conflicts. If there are conflicts between the provisions of Hawaii law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Hawaii law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, Bylaws, and Articles of Incorporation, any amendments to the foregoing, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(1) notice to be given to the custodian of the records;

(2) hours and days of the week when such an inspection may be made; and

(3) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association, unless the inspection would be in violation of law, involve matters in which the director has a conflict of interest as reasonably determined by a vote of the Board of Directors, or would constitute a breach of the Director's duty to the Association as reasonably determined by a vote of the Board of Directors. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.[16]

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be

[15] Article VI, §2 of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

[16] Article VI, §4(c) of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment.

(a) By Class "B" Member. Prior to the conveyance of the first Unit by Declarant to a Person other than a Builder, the Class "B" Member may unilaterally amend these Bylaws. After such conveyance, the Class "B" Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these Bylaws for any other purpose; provided the amendment has no material adverse effect upon any right of any Owner.[17]

(b) By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. In addition, the approval requirements set forth in Article XV of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.[18]

(c) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective upon adoption, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its adoption

[17] Article VI, §6(a) of the By-Laws has been restated to incorporate the language in the Amendment to the Bylaws dated March 28, 2013.

[18] Article VI, §6(b) of the By-Laws has been restated to incorporate the language in the Amendments to the Bylaws dated March 28, 2013.

or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If any Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.[19]

IN WITNESS WHEREOF, the undersigned have executed these presents this 17th day of June, 2021.

THE MAUI LANI COMMUNITY ASSOCIATION
aka MAUI LANI COMMUNITY ASSOCIATION

By: _____

Print Name: Leiane Paci

Its: President

By: _____

Print Name: Stacey Brant

Its: Secretary

[19] Restated to integrate the Amendment to the Bylaws recorded in the Bureau of Conveyances, State of Hawaii, on November 19, 2010 as Document No. 2010-179699.

STATE OF Hawaii)
) SS:
COUNTY OF Maui)

On this 17 day of June, 2021, before me personally appeared Leiane Faci, to me personally known, who, being by me duly sworn or affirmed, did say that s he is the President of THE MAUI LANI COMMUNITY ASSOCIATION aka MAUI LANI COMMUNITY ASSOCIATION, a Hawai'i nonprofit corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and said officer acknowledged the instrument to be the free act and deed of the corporation.

C. MCKINNON NOTARY PUBLIC No.07-371 STATE OF HAWAII

C. McKinnon
(signature)

C. McKinnon
(printed name)
Notary Public in and for said State and County

My commission expires: July 29, 2023

HAWAI'I NOTARY CERTIFICATION (HAWAI'I NOTARIES ONLY)
(Hawai'i Administrative Rules § 5-1 1-8)

Document Identification or Description: Restated Bylaws of The Maui Lani Community Association aka Maui Lani Community Association
Date of Document: undated (if undated print "undated" on the line).
Number of Pages: 25
Jurisdiction in which notary act is performed: Second Judicial Circuit, State of Hawai'i

C. McKinnon
Signature of Notary

6/17/2021
Date of Notary Certificate

C. McKinnon
Typed or Printed Name of Notary

(Official Stamp or Seal)

C. MCKINNON NOTARY PUBLIC No.07-371 STATE OF HAWAII

or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If any Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.[19]

IN WITNESS WHEREOF, the undersigned have executed these presents this 15th day of June, 2021.

THE MAUI LANI COMMUNITY ASSOCIATION
aka MAUI LANI COMMUNITY ASSOCIATION

By:_____

Print Name: Leiane Paci

Its: President

By: Stacey Brant

Print Name: Stacey Brant

Its: Secretary

[19] Restated to integrate the Amendment to the Bylaws recorded in the Bureau of Conveyances, State of Hawaii, on November 19, 2010 as Document No. 2010-179699.

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

On this 15th day of June, 2021, before me personally appeared Stacey Brant, to me personally known, who, being by me duly sworn or affirmed, did say that she is the Secretary of THE MAUI LANI COMMUNITY ASSOCIATION aka MAUI LANI COMMUNITY ASSOCIATION, a Hawai'i nonprofit corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and said officer acknowledged the instrument to be the free act and deed of the corporation.

LAUREN NADOLSKI NOTARY 18-9 PUBLIC STATE OF HAWAII

Lauren Nadolski
(signature)

Lauren Nadolski
(printed name)
Notary Public in and for said State and County

My commission expires: Feb. 4, 2022

HAWAI'I NOTARY CERTIFICATION (HAWAI'I NOTARIES ONLY)
(Hawai'i Administrative Rules § 5-1 1-8)

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Date of Document: undated (if undated print "undated" on the line).
Number of Pages: 25
Jurisdiction in which notary act is performed: 1st Judicial Circuit, State of Hawai'i

Lauren Nadolski
Signature of Notary

JUN 15 2021
Date of Notary Certificate

Lauren Nadolski
Typed or Printed Name of Notary

(Official Stamp or Seal)

LAUREN NADOLSKI NOTARY 18-9 PUBLIC STATE OF HAWAII