# AMENDED AND RESTATED BYLAWS OF ENCHANTED LAKE RESIDENTS ASSOCIATION 



Approved September 8, 2020

## AMENDED AND RESTATED BYLAWS OF ENCHANTED LAKE RESIDENTS ASSOCIATION

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# AMENDED AND RESTATED BYLAWS OF ENCHANTED LAKE RESIDENTS ASSOCIATION 

THESE AMENDED AND RESTATED BYLAWS OF ENCHANTED LAKE RESIDENTS ASSOCIATION ("Association") are adopted by the Association's members pursuant to Hawaii Revised Statutes, Section 414D-187 as of the $8^{\text {th }}$ day of September, 2020 (the "Effective Date."), and supersede the Association's Bylaws and all amendments thereto that were in effect on the Effective Date prior to the adoption of these Amended and Restated Bylaws.

Article 1. Name and Purpose.
1.1. Name. The name of this corporation shall be the "ENCHANTED LAKE RESIDENTS ASSOCIATION". The Association has been organized as a nonprofit corporation under Chapter 414D of Hawaii Revised Statutes.
1.2. Purpose. The Association is organized and shall be operated exclusively for purposes of owning, managing, operating, and maintaining that certain body of water commonly known as "Enchanted Lake" or "Kaelepulu Pond" in Kailua, Island of Oahu, State of Hawaii, and identified by Tax Map Key No. (1) 4-2-002:003 (the "Lake"); to sponsor and organize social activities for its members; and to conduct any and all activities incidental thereto.

Article 2. Membership. The Association shall have members, as set forth in this Article 2.

### 2.1. Definitions.

a. "Assessed Lot" means any lot whose title is encumbered by any of the instruments identified in Schedule 1 (collectively, the "Lake Declaration"). As of the Effective Date, the Assessed Lots are those lots identified in Schedule 2 attached hereto. For clarity, as of the Effective Date, the lot located at 844 Wanaao Road, Kailua, Hawaii 96734 (Lot 24 on File Plan 751; T.M.K. No. (1) 4-2-049:038) is not an Assessed Lot.
b. "Kukilakila Lot" means any lot identified in Schedule 3 attached hereto.
c. "Lot" means an Assessed Lot, or Kukilakila Lot, or other Lot as determined by the Board of Directors.
d. "Member Lot" means a Lot, the Beneficial Owner of which is one or more Assessed Members or Voluntary Members in good standing.
e. "Beneficial Owner" means: (i) for Lots that are owned by one or more individuals, the owner(s) of such Lot; (ii) for Lots that are owned by individuals acting as trustees of a trust, such trustees. In addition, for any Lot that is owned by one or more corporate entities, such as corporations, general partnerships, limited partnerships, limited liability companies, limited liability partnerships, whether in its own capacity or as trustee, the Beneficial Owner(s) of such Lot shall be the individuals appointed by such corporate entity as the Beneficial Owner(s) of such Lot; provided that each Lot owned by a corporate entity shall have, for purposes of these Bylaws, no more than five (5) Beneficial Owners.
2.2. Membership Types. There shall be three (3) types of members, Assessed Members, Voluntary Members, and Associate Members, as set forth in this Section 2.2 below.
a. Assessed Members. An Assessed Member is a Beneficial Owner of an Assessed Lot who has elected to become an Assessed Member by satisfying the requirements for regular membership set forth in Section 2.3.a below.
b. Voluntary Members. A Voluntary Member is the Beneficial Owner of a Kukilakila Lot (excluding Kukilakila Lots that have become Assessed Lots), or other Lot as determined by the Board of Directors, who has elected to become a Voluntary Member by satisfying the requirements for regular membership set forth in Section 2.3.b below. Voluntary Members can vote on all issues before the Association and serve as an elected director on the Board of Directors. They are not eligible to be elected as officers of the Association. Assessed Members are not eligible to become Voluntary Members.
c. Associate Members. An Associate Member is an individual who has elected to become an Associate Member by satisfying the requirements for associate membership set forth in Section 2.3.c below. Beneficial Owners of Lots are not eligible to become Associate Members. Associate Members shall not be eligible to serve as directors or officers of the Association, and shall not be eligible to vote on any matters before the Association.

### 2.3. Requirements for Membership.

a. Assessed Members. To become an Assessed Member, a person must:
(i) Be a Beneficial Owner of an Assessed Lot,
(ii) Inform the Secretary of the Association that such person has elected to become an Assessed Member, and complete and deliver to the Secretary the Assessed Member membership application in the form to be determined from time to time by the Secretary; and
(iii) Pay the annual assessments of the Association ("Assessments") as provided below.
b. Voluntary Members. To become a Voluntary Member, a person must:
(i) Be a Beneficial Owner of a Kukilakila Lot or other Lot as determined by the Board of Directors;
(ii) Inform the Secretary of the Association that such person has elected to become a Voluntary Member, and complete and deliver to the Secretary the Voluntary Member membership application in the form to be determined from time to time by the Secretary; and
(iii) Pay the annual Assessments as provided below.
c. Associate Members. To become an Associate Member, a person shall:
(i) Demonstrate an interest in accessing the Lake and share in the responsibilities of maintaining the quality of the Lake and surrounding environment.
(ii) Submit to the Secretary of the Association a membership application, in the form to be prescribed by the Association's Secretary;
(iii) Be accepted as an Associate Member by the Association's Board of Directors, or such administrative staff or committee as the Board may appoint to oversee the membership application process; and
(iv) Pay the annual Assessments as determined from time to time by the Board of Directors.
2.4. Good Standing. If any Member shall fail to pay any Assessment or any other fees or charges payable to the Association as they become due and payable, such Member shall cease being a Member in good standing until such time as all past due assessments, fees, and charges have been paid in full. Only Members in good standing shall be eligible to vote in elections and with respect to matters presented to the Association.
2.5. Agreements of Sale. The purchaser of a Lot pursuant to an agreement of sale recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") (or, if applicable, the Office of the Assistant Registrar of the Land Court of the State of Hawaii) shall be presumed to be the owner of the Lot, subject to any express written agreement between the seller and purchaser providing otherwise.

### 2.6. Assessments.

a. Different Assessment amounts may be established by the Board of Directors for each of the three membership types. Further, other types of membership and the amounts of their assessments may be determined by the Board of Directors.
b. All Assessed Lots are subject to the obligation to pay assessments pursuant to the provisions of Supplemental Declaration No. 2 dated December 23, 2016, recorded in the Bureau as Document No. A-62010909. Payment of such assessments by owners of Assessed Lots is required regardless of whether the owner is a member of the Association. Payment of such assessments for an Assessed Lot shall be deemed to constitute payment of the Assessments required of the Members who are Beneficial Owners of such Assessed Lot under these Bylaws.
c. Payment of Assessments for Voluntary and Associate Members are required to access and enjoy the Lake and its environments.
d. Members shall be required to pay annual assessments and/or special assessments in such amounts and at such times as the Board of Directors may determine.
e. Nonpayment of such assessments may cause termination or suspension of membership in the Association, or the loss of voting or other privileges of membership, as the Board of Directors may determine at its discretion. Only Members who have paid their applicable assessments as they become due and payable, shall be in good standing.
2.7. Responsibilities of Members. Members are expected to contribute to the health, maintenance, and general enjoyment of the Lake by assuring no trash, debris, plant or soil matter, pesticides, fertilizers, etc. enter the Lake from their respective Lots. Furthermore, Members are expected to remove debris and foreign material from the Lake within reach of their Lot and provide for its appropriate disposal. See Lake Rules for further information. Failure to abide by ELRA Lake Rules may result in penalties as determined by the Board of Directors. A member shall be responsible to ensure that or the actions and conduct of such member's guests, family, and tenants comply with the rules and regulations of the Association.
2.8. Expulsion. The Board of Directors shall have the right, power, and authority to expel any member of the Association for repeated failure to pay Assessments or repeated violations of the rules and regulations of the Association. Expulsion does not relieve an Assessed Member of the responsibility to pay annual assessments and fees.

## Article 3. $\underline{\text { Officers. }}$

3.1. Enumeration of Officers. The officers of this Association shall be a President, First Vice President, Second Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors shall from time to time elect.
3.2. Appointment of Officers. The officers of the Association shall be appointed by the Board of Directors, and shall serve for the terms of one (1) year or until such officer's successor is appointed, subject to the pleasure of the Board. All officers shall be Assessed Members in good standing.
3.3. President. The President shall: preside over all meetings of the Association and all meetings of the Board of Directors; appoint the chair or co-chairs of any committees to be formed pursuant to Article 6, provided, however, that such appointments shall be approved by the Board of Directors; and act as the chief executive officer of the Association, in which capacity the President shall be primarily responsible for the management of all of the Association's property, business, and affairs; appoint, supervise, and terminate the Association's employees and independent contractors, and work with the Board of Directors in determining their duties and compensation; delegate responsibilities to the officers and employees of the Association, and report to the Board as the Board may require.
3.4. First Vice President. The First Vice President shall perform such duties that may be delegated to him/her by the President or the Board of Directors. The First Vice President shall assume the duties of the President in the absence of the President.
3.5. Second Vice President. The Second Vice President shall perform such duties that may be delegated to him/her by the President or the Board of Directors. The Second Vice President shall assume the duties of the President in the absence of the President and First Vice President.
3.6. Secretary. The Secretary shall keep the records and minutes of all meetings of the Association and the Board of Directors, and shall be responsible for the Association's calendar, delivery of notices of meetings, maintenance of the list of the Association's members, running of elections, and performing other duties relating to membership in the Association. In the absence of the President the First Vice President, and Second Vice President, the Secretary shall assume the duties of President.

### 3.7. Treasurer. The Treasurer shall:

a. Be responsible for the preparation and filing of all tax returns and reports required by the United States, the State of Hawaii, and any other applicable taxing authorities, including such reports as may be required for the Association to obtain and maintain tax-exempt status under Internal Revenue Code Section 501(c)(7);
b. Receive all moneys and funds paid to the Association and sign all receipts and vouchers and endorse for collection or deposit all notes, checks, drafts and similar commercial instruments payable to the Association, and deposit to the credit of the Association all moneys and funds of the Association in such banks or other depositaries as shall be designated by the Board of Directors;
c. Have charge and custody of and be responsible for all funds and securities of the Association;
d. Be responsible for paying out and disbursing funds in the general course of business and as directed by President and the Board of Directors, and ensure that all expenditures are duly authorized and are evidenced by proper receipts and vouchers;
e. Keep full and accurate books of account of the Association's transactions and business, and report to the membership and Board of Directors as to the finances of the Association as may be required from time to time by the Board of Directors;
f. In general, perform all such other duties as are incident to the office of Treasurer and as may be assigned by the President or the Board of Directors.
3.8. Other Officers. The Board of Directors may appoint additional officers who shall have the authority and perform such duties as may be designated from time to time by the Board of Directors not inconsistent with the duties of the standing officers set forth in this Article III above, and may eliminate officer positions if such positions are determined to be unnecessary.
3.9. Residency. All officers shall be residents of the State of Hawaii.
3.10. Vacancies. In the event of a vacancy in the office of any of the Association's officers, the Board of Directors shall appoint a person to fill such vacancy.
3.11. Removal. Any officer may be removed from office with or without cause by a vote of a majority of the Board of Directors.

## Article 4. Directors.

4.1. Number of Directors. The Board of Directors shall consist of such number of individuals as determined from time to time by the Board of Directors, subject to the requirement that the number of directors shall not be reduced to fewer than five (5) directors. All directors shall be Assessed Members or Voluntary Members in good standing of the Association.
4.2. Duties of the Board of Directors. The Board of Directors shall be responsible for the assets of the Association and the general management, direction and supervision of all matters pertaining to the Association. The Board of Directors shall set goals, objectives, policies and guidelines of the Association consistent with the purposes of the Association as set forth in the Articles of Incorporation and these Bylaws.
4.3. Conflict of Interest. Any director who has a conflict of interest shall disclose such conflict to the Board and shall refrain from voting on any matter on which he has a conflict. In the event of a failure to comply with the provisions of this section, the vote of such director shall be nullified.

## Article 5. Election of Directors; Qualifications and Vacancies.

5.1. Annual Election of Officers and Directors. The directors of the Association shall be elected by the Assessed and Voluntary Members in good standing at the Annual Meeting of the membership each year or at such other meeting of the membership as may be called by the Board of Directors for such purpose, provided that a quorum of the membership, eligible to vote, shall be present or provide written proxy authorization for the election.
5.2. Nominations for Directors. No more than 60 days, and no less than 14 days, prior to the date of the meeting at which directors shall be elected, the Secretary shall notify the membership in writing of such election, the number of director positions that will be open, that nominations may be submitted for such positions, the date by which nominations must be submitted to the secretary, and the mailing address and email address to which nominations should be submitted.
a. Any Assessed or Voluntary Member in good standing shall have the right to nominate any Member in good standing (including such Member) for election to the Board by notifying the Association's Secretary in writing by the date which is 14 days prior to the election.
b. The Secretary shall notify the membership of all persons who have been duly nominated. For purposes of this section, notification in writing to the members may be accomplished by emails sent to the email addresses of the members contained in the Association's membership list and posting of nominees and bios on the ELRA website. Notice of the website posting shall be included with notice of annual meeting and request for proxies.
5.3. Voting. Election of directors shall be by plurality vote, cast in accordance with Section 7.5. Voting shall be conducted in accordance with the procedures set forth herein and such other procedures that may be adopted by the Board of Directors that are not inconsistent with these Bylaws.
5.4. Terms of Office. All directors shall be elected for a term of three (3) years.
5.5. Residency. All directors shall be residents of the State of Hawaii.
5.6. Vacancy. Should a vacancy occur in the Board of Directors, the remaining directors shall appoint a person to serve until the next annual meeting of the membership, when a new director shall be elected by the membership.
5.7. Removal of Directors. Any director may be removed for cause at a meeting of members of the Association called for such purpose. Cause for removal may include, without limitation, fraudulent or dishonest conduct, or gross abuse of authority or discretion.

## Article 6. Committees.

6.1. Standing Board Committees. There shall be the following standing committees of the Board of Directors, all of which shall be subject to the provisions of this Article 6.
a. Executive Committee. Members will consist of the President, First Vice President, Second Vice President, Treasurer and Secretary.
b. Audit Committee. Members will consist of three directors, with the Treasurer assisting as a non-voting Member. It shall be the responsibility of the Audit Committee to inspect and detail the Treasurer's accounts once each year and to report the results of said inspection in a written report to the Board of directors.
c. Elections Committee. Members will consist of the Secretary and two or more directors. The Elections Committee will conduct and supervise all elections of directors of the Association and voting on other issues that may be presented to the Association.
d. Operations Committee. The Operations Committee shall include at least two directors. The Operations Committee shall be responsible for managing and enforcing Lakerelated tasks of safety, maintenance, and security. The Operations Committee may solicit advice and assistance from Members.
6.2. Formation and Powers of Committees. The majority of the Board of Directors may from time to time designate and appoint additional committees, which committees shall be composed of directors.
6.3. Power and Authority of Committees.
a. Subject to confirmation by the Board of Directors, the President shall appoint the chair or co-chairs of each committee of the Association; and the chair(s) after
consultation with the President shall appoint the committee members. The committee chairs may appoint non-Board members as non-voting members of their respective committees.
b. To the extent provided in the resolution authorizing creation of such committee(s), or as otherwise provided in these Bylaws, such committees shall have the authority of the Board of Directors; provided, however, that no committee shall have the authority of the Board of Directors in reference to the following: (a) election, appointing a plan of merger or sale, lease or exchange of all or substantially all of the property and assets of the Association not in the ordinary course of business; (b) authorizing the voluntary dissolution of the Association; or (c) amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.
c. The chair(s) of each committee shall prepare an annual report of the activities of the committee to the Board of Directors.
6.4. Terms of Office and Vacancies. Members of committees of the Board of Directors shall have a term of office and vacancies in any such committee shall be filled in the same manner as specified by these Bylaws and the Board of Directors.
6.5. Liability. The designation and appointment of any committee of the Board of Directors and the delegation thereto of any authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.
6.6. Committee Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the voting members of the whole committee shall constitute a quorum and the act of a majority of the voting members present at a meeting at which a quorum is present shall be the act of the committee.
6.7. Committee Rules. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

## Article 7. Membership Meetings.

7.1. Annual Meeting of the Membership. An annual meeting of the membership of the Association shall be held each year at a time and location within the State of Hawaii determined by the Board of Directors, for the purpose of electing directors, reporting to the members on the business and finances of the Association, and for the transaction of such business as may come before the Association's membership. Notice of the annual meeting of the membership shall be given to Members no fewer than fourteen (14) nor more than sixty (60) days before the meeting date. Notice may be delivered by mail, electronic mail, or other means of Internet communication.
7.2. Special Meetings of the Membership; Notice. Special meetings of the membership of the Association may be called at any time by the President, a majority of the Board of Directors, or upon written request of at least ten percent (10\%) of the Members in good standing of the Association. Special meetings may be held in person and/or by telephone or electronic means, including but not limited to conference call, video conference, or similar communications mode by means of which all persons participating in the meeting can hear each
other at the same time. Written notice of all special meetings of the Association, stating the date, time and place, and the agenda thereof, shall be given to Members no fewer than fourteen (14) nor more than sixty (60) days before the meeting date. Notice may be delivered by mail, electronic mail, or other means of Internet communication. No business other than that specified in the notice shall be transacted at such meetings.
7.3. Representation of Member Lots. At meetings of the Association each Assessed or Voluntary Member in good standing appearing in person or by proxy shall be deemed to represent the Member Lot of which he or she is a Beneficial Owner.

### 7.4. Attendance; Quorum.

a. Attendance. All regular and special meetings of the Association shall be open to all Members in good standing.
b. Quorum. At any regular or special meeting of the Association, the appearance of Members in good standing, in person or by proxy, representing $25 \%$ of the thenexisting Member Lots, shall constitute a quorum for the transaction of business. Even though a Member Lot may have multiple Beneficial Owners who are Members, for purposes of determining whether a quorum exists, it shall be sufficient for only one Member in good standing representing such Member Lot to appear in person or by proxy.
c. Lack of Quorum. In the absence of a quorum, those present may adjourn to another day, and no notice of such adjournment shall be required, but until a quorum is secured, no business may be transacted. Once a quorum has been met for a meeting, the Members in good standing present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the subsequent departure of Members leaving fewer Members in attendance than would otherwise be required to constitute a quorum.

### 7.5. Voting.

a. Each Assessed and Voluntary Member Lot is allocated one vote. All Assessed and Voluntary Members in good standing who represent a Member Lot shall be entitled to collectively cast only one vote. No Associate Members or other persons shall be eligible to vote.
b. If only one of several Members who are Beneficial Owners of a Member Lot is present at a meeting of the Association, that Member shall be entitled to cast the vote allocated to that Member Lot, so long as he or she is in good standing. If more than one of the Members in good standing are present, the vote allocated to that Member Lot shall be cast in accordance with the agreement of a "majority in interest" (as that term is defined below) of the Members in good standing who are Beneficial Owners of that Member Lot present at the meeting. There is a majority agreement if any one of the Members in good standing casts the votes allocated to that Lot without protest from any of the other Members in good standing representing that Member Lot to the person presiding over the meeting before the voting is closed. If a majority interest among Members who are Beneficial Owners of a Member Lot cannot be achieved because of deadlock, no vote shall be cast for such Member Lot, and such Members shall be deemed to have abstained from voting.
c. When a quorum is present at any meeting, the majority of the votes cast shall decide any question brought before such meeting, unless otherwise provided by law, the Articles of Incorporation or these Bylaws.
7.6. Action by Written Ballot. Any action that may be taken at any annual, monthly or special meeting of members may be taken without a meeting if the Association delivers a written ballot to all Assessed and Voluntary Members. Each Member Lot shall be allocated one ballot. All Assessed and Voluntary Members in good standing who are Beneficial Owners of a Member Lot shall be entitled to collectively cast only one written ballot. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the act. A written ballot may not be revoked.
7.7. Proxies. Any Assessed or Voluntary Member may appoint a proxy to vote or otherwise act for the Member by executing a writing authorizing another specified person to act as proxy for the Assessed or Voluntary Member. Such writing shall be signed by the Member and delivered to the Secretary or such other officer of the Association authorized to tabulate votes prior to the vote or action taken by the proxy. Any such writing authorizing a proxy shall be revocable by the Assessed or Voluntary Member who appointed the proxy; however, any such revocation shall not be effective as to votes or acts taken prior to the revocation.

## Article 8. Board of Directors Meetings.

8.1. Annual Meetings. The Board of Directors shall convene an annual meeting for the purposes of appointing officers of the Association and transacting such other business as may come before the Board of Directors, at a time and place to be determined from year to year by the Executive Committee. At the annual meeting of the Board of Directors, the Board of Directors may provide by resolution the time and place, either within or without the State of Hawaii, for the holding of additional meetings of the Board of Directors without other notice than such resolution.
8.2. Regular Meetings. Unless otherwise determined by the Board of Directors, regular meetings of the Board of Directors shall be held monthly at the time and place designated by the President or by resolution of the Board of Directors.
8.3. Special Meetings; Notice. Special meetings of the Board of Directors may be called at any time by the President or by three (3) members of the Board of Directors. Notice of any special meeting of the Board of Directors shall be given at least 48 hours prior thereto by written notice delivered personally or sent by mail, facsimile or electronic mail. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.
8.4. Quorum. At any regular or special meeting of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of any and all business. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent director.
8.5. Voting. Voting shall be by acclamation, unless otherwise provided by law or these Bylaws. When a quorum is present at any meeting, the majority of the directors present shall decide any question brought before such meeting, unless otherwise provided by law, the Articles of Incorporation or these Bylaws. There shall be no voting by proxy.
8.6. Telephone Meeting. Subject to notice requirements in Section 3 above, members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board of Directors or of such committee by conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.
8.7. Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors. Written consents may be executed in counterparts by the directors, and shall be effective so long as one or more counterparts have been signed by all directors.

Article 9. Budgetary Oversight. The Board and the Treasurer shall ensure the membership is informed of the financial situation of the ELRA organization. The Treasurer shall prepare and the Board shall approve an annual budget. An overview of the budget shall be presented at the Annual Meeting of the Membership. The Board will also inform the membership by letter, email or at a Special Meeting of significant financial transactions that were not included in the annual budget

## Article 10. Contracts, Checks, Deposits and Funds.

10.1. Contracts. All notes, deeds, leases, contracts, licenses, endorsements, powers of attorney, proxies, waivers, consents, returns, reports, applications, notices, mortgages and other instruments or writings of any nature, which require execution on behalf of the Association, shall be signed by (a) the President or a Vice President, and (b) the Secretary or Treasurer; provided, however, that the Board of Directors may authorize other officers, agents, or representatives of the Association to execute and deliver any specified instrument in the name of or on behalf of the Association.
10.2. Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer, officers or agent(s) and in such manner as shall be designated by the Board of Directors from time to time; provided that all checks, drafts, and orders in excess of Five Hundred Dollars ( $\$ 500.00$ ) shall be signed by two directors or officers of the Association designated by the Board of Directors.
10.3. Deposits. All funds of the Association shall be deposited on a timely basis to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.
10.4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the

Association. All gifts shall be reported to the Board of Directors and shall be acknowledged to the donor in writing by an officer on behalf of the Board of Directors.

Article 11. Indemnification.
11.1. Indemnification of Directors and Officers. The Association shall indemnify every officer or director against expenses reasonably incurred by him or her in connection with any action, suit, or proceeding to which he or she may be made a party, or the threat of same, by reason of this being or having been an officer or director of the Association, provided he or she acted in such capacity in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and provided further that this indemnification shall not apply with respect to any matter as to which such officer or director shall be finally adjudged in any action, suit or proceeding to have been individually guilty of willful misfeasance or malfeasance in the performance of his or her duty as such officer or director.
11.2. Other Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs and personal representatives of such a person.
11.3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any director or officer of the Association, against any liability asserted against or incurred by the director's or officer's status as such, whether or not the Association would have the power to indemnify the director or officer against liability under this Article.

Article 12. Amendments to these Bylaws. These Bylaws may be amended (a) by the Board of Directors; (b) by the written consent of a majority of Assessed Members in good standing representing a majority of the then-existing Assessed Lots; or (c) at any meeting of the Association's membership at which a quorum is present by the approval of Assessed Members in good standing representing a majority of the then-existing Assessed Lots represented by Assessed Members at such meeting, provided that a copy of the proposed amendment or emailed notice with a link to the proposed amendment shall have been sent to each Assessed Member and Voluntary Member at such Member's last known address as reflected in the Association's membership records at least fourteen (14) calendar days prior to the date of the meeting.

Article 13. Rules of Order.
13.1. Rules of Order. All questions not provided for in the Bylaws shall be governed by the latest edition of Robert's Rules of Order, Newly Revised.

Article 14. Fiscal Year and Audit.
14.1. Fiscal Year. The fiscal year of the Association shall begin on July 1 and end on June 30, unless the Board of Directors shall determine to change the fiscal year and take all appropriate steps under the Internal Revenue Code and other applicable law to do so.
14.2. Audit. Upon the majority vote of the Board of Directors, the Treasurer shall secure a full and independent audit or review of the Association's financial records by a trustworthy and qualified reviewer for the time period specified by the Board of Directors.

## Article 15. Dissolution and Tax Restrictions.

15.1. Dissolution. Upon the winding up and dissolution of this Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to an organization to be selected by the Board of Directors that shall be a non-profit organization under Hawaii State and federal law.
15.2. No Private Inurement. No part of the net earnings of this Association shall ever inure to or for the benefit of or be distributable to its members, directors, officers, or other private persons, except that, the Association shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes for which it was formed.
15.3. Limitations. Notwithstanding any other provision of these Bylaws, the Association shall not carry on any other activities not permitted to be carried on by an Association exempt from Federal income tax under Section 501(c)(7) of the Internal Revenue Code.
15.4. Purposes. The Association is organized and shall be operated exclusively for purposes set forth in Section 1.1 hereinabove within the meaning of Section 501(c)(7) of the Internal Revenue Code.

## Schedule 1 <br> Lakeside Declaration

1. Declaration of Protective Provisions, dated March 12, 1962, made by the Trustees Under the Will and Of the Estate of Bernice Pauahi Bishop, Deceased ("Trustees"), recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 4232, at Page 367;
2. Amendment to Declaration of Protective Provisions, dated September 2, 1962, recorded in the Bureau in Liber 4385, at Page 179;
3. Declaration of Protective Provisions, dated September 21, 1962, recorded in the Bureau in Liber 4385, at Page 176;
4. Declaration of Protective Provisions, dated April 22, 1964, recorded in the Bureau in Liber 5004, at Page 518;
5. Declaration of Protective Provisions, dated April 1, 1965, recorded in the Bureau in Liber 5011, at Page 277;
6. Declaration of Protective Provisions, dated July 26, 1966, recorded in the Bureau in Liber 5422, at Page 222;
7. Declaration of Protective Provisions, dated January 8. 1969, recorded in the Bureau in Liber 6381, at Page 158;
8. Amendment to Declaration of Protective Provisions (Lease No. 14,079E), dated February 18, 1969, recorded in the Bureau in Liber 6417, at Page 445;
9. Amendment to Declaration of Protective Provisions, dated December 5, 1972, recorded in the Bureau in Liber 8879, at Page 471;
10. Supplemental Declaration of Protective Provisions, dated September 23, 1987, recorded in the Bureau in Liber 21156, at Page 259;
11. Supplemental Declaration No. 2, dated December 23, 2016, recorded in the Bureau as Document No. A-62010909.

Schedule 2
List of Lakeside Lots

|  | Lot |  | File Plan |  | Tax Map Key No. |  |  | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Lot | 1 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 15 | 751 Wanaao Road |
| 2 | Lot | 2 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 16 | 755 Wanaao Road |
| 3 | Lot | 3 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 17 | 763 Wanaao Road |
| 4 | Lot | 4 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 18 | 771 Wanaao Road |
| 5 | Lot | 5 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 19 | 779 Wanaao Road |
| 6 | Lot | 6 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 20 | 944 Wanaao Road |
| 7 | Lot | 7 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 21 | 938 Wanaao Road |
| 8 | Lot | 8 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 22 | 932 Wanaao Road |
| 9 | Lot | 9 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 23 | 926 Wanaao Road |
| 10 | Lot | 10 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 24 | 920 Wanaao Road |
| 11 | Lot | 11 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 25 | 914 Wanaao Road |
| 12 | Lot | 12 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 26 | 908 Wanaao Road |
| 13 | Lot | 13 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 27 | 902 Wanaao Road |
| 14 | Lot | 14 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 28 | 896 Wanaao Road |
| 15 | Lot | 15 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 29 | 892 Wanaao Road |
| 16 | Lot | 16 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 30 | 886 Wanaao Road |
| 17 | Lot | B | File Plan | 751 | TMK No. (1) 4-2 | -049: | 31 | 880 Wanaao Road |
| 18 | Lot | A | File Plan | 751 | TMK No. (1) 4-2 | -049: | 33 | 872 Wanaao Road |
| 19 | Lot | 20 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 34 | 864 Wanaao Road |
| 20 | Lot | 21 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 35 | 860 Wanaao Road |
| 21 | Lot | 22 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 36 | 854 Wanaao Road |
| 22 | Lot | 23 | File Plan | 751 | TMK No. (1) 4-2 | -049: | 37 | 848 Wanaao Road |
| 23 | Lot | 28 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 34 | 890 Akumu Street |
| 24 | Lot | 29 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 35 | 878 Akumu Street |
| 25 | Lot | 30 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 36 | 864 Akumu Street |
| 26 | Lot | 31 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 37 | 854 Akumu Street |
| 27 | Lot | 32 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 38 | 860 Halula Place |
| 28 | Lot | 33 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 39 | 850 Halula Place |
| 29 | Lot | 34 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 40 | 842 Halula Place |
| 30 | Lot | 35 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 41 | 836 Halula Place |
| 31 | Lot | 36 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 42 | 830 Halula Place |
| 32 | Lot | 37 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 43 | 822 Halula Place |
| 33 | Lot | 38 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 44 | 812 Halula Place |
| 34 | Lot | 39 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 45 | 802 Halula Place |
| 35 | Lot | B | File Plan | 740 * | TMK No. (1) 4-2 | -050: | 60 | 882 Akalei Place |


|  | Lot |  | File Plan |  | Tax Map Key No. |  |  | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 36 | Lot | 55 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 61 | 881 Akalei Place |
| 37 | Lot | 56 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 62 | 885 Akalei Place |
| 38 | Lot | 59 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 66 | 884 Akiu Place |
| 39 | Lot | 60 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 67 | 880 Akiu Place |
| 40 | Lot | 61 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 68 | 881 Akiu Place |
| 41 | Lot | 62 | File Plan | 740 | TMK No. (1) 4-2 | -050: | 69 | 885 Akiu Place |
| 42 | Lot | 1 | File Plan | 764 | TMK No. (1) 4-2 | -056: | 58 | 926 Akumu Street |
| 43 | Lot | 2 | File Plan | 764 | TMK No. (1) 4-2 | -056: | 59 | 914 Akumu Street |
| 44 | Lot | 3 | File Plan | 764 | TMK No. (1) 4-2 | -056: | 60 | 906 Akumu Street |
| 45 | Lot | 11 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 59 | 940 Akumu Street |
| 46 | Lot | 10 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 60 | 956 Iopono Loop |
| 47 | Lot | 9 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 61 | 964 Iopono Loop |
| 48 | Lot | 8 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 62 | 970 Iopono Loop |
| 49 | Lot | 7 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 63 | 974 Iopono Loop |
| 50 | Lot | 6 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 64 | 980 Iopono Loop |
| 51 | Lot | 5 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 65 | 988 Iopono Loop |
| 52 | Lot | 4 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 66 | 998 Iopono Loop |
| 53 | Lot | 3 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 67 | 1006 Iopono Loop |
| 54 | Lot | 2 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 68 | 1012 Iopono Loop |
| 55 | Lot | 1 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 69 | 1018 Iopono Loop |
| 56 | Lot | 78 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 70 | 1024 Iopono Loop |
| 57 | Lot | 77 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 71 | 1028 Iopono Loop |
| 58 | Lot | 76 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 72 | 1032 Iopono Loop |
| 59 | Lot | 75 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 73 | 1038 Iopono Loop |
| 60 | Lot | 74 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 74 | 1042 Iopono Loop |
| 61 | Lot | 73 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 75 | 1050 Iopono Loop |
| 62 | Lot | 72 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 76 | 1058 Iopono Loop |
| 63 | Lot | 71 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 77 | 1042 Akumu Street |
| 64 | Lot | 70 | File Plan | 805 | TMK No. (1) 4-2 | -058: | 78 | 1050 Akumu Street |
| 65 | Lot | 2 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 1 | 1056 Akumu Street |
| 66 | Lot | 3 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 2 | 1409 Kahili Street |
| 67 | Lot | 4 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 3 | 1395 Kahili Street |
| 68 | Lot | 5 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 4 | 1385 Kahili Street |
| 69 | Lot | 6 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 5 | 1379 Kahili Street |
| 70 | Lot | 7 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 6 | 1369 Kahili Street |
| 71 | Lot | 8 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 7 | 1361 Kahili Street |
| 72 | Lot | 9 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 8 | 1353 Kahili Street |
| 73 | Lot | 10 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 9 | 1343 Kahili Street |


|  | Lot |  | File Plan |  | Tax Map Key No. |  |  | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 74 | Lot | 11 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 10 | 1335 Kahili Street |
| 75 | Lot | 12 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 11 | 1329 Kahili Street |
| 76 | Lot | 13 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 12 | 1321 Kahili Street |
| 77 | Lot | 14 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 13 | 1315 Kahili Street |
| 78 | Lot | 15 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 14 | 1309 Kahili Street |
| 79 | Lot | 16 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 15 | 1303 Kahili Street |
| 80 | Lot | 17 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 16 | 1291 Kahili Street |
| 81 | Lot | 18 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 17 | 1289 Kahili Street |
| 82 | Lot | 19 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 18 | 1285 Kahili Street |
| 83 | Lot | 20 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 19 | 1277 Kahili Street |
| 84 | Lot | 21 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 20 | 1271 Kahili Street |
| 85 | Lot | 22 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 21 | 1269 Kahili Street |
| 86 | Lot | 23 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 22 | 1261 Kahili Street |
| 87 | Lot | 87 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 23 | 1253 Kahili Street |
| 88 | Lot | 88 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 24 | 1247 Kahili Street |
| 89 | Lot | 89 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 25 | 1239 Kahili Street |
| 90 | Lot | 90 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 26 | 1231 Kahili Street |
| 91 | Lot | 91 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 27 | 1225 Kahili Street |
| 92 | Lot | 92 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 28 | 1217 Kahili Street |
| 93 | Lot | 93 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 29 | 1211 Kahili Street |
| 94 | Lot | 94 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 30 | 1201 Kahili Street |
| 95 | Lot | 95 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 31 | 1193 Kahili Street |
| 96 | Lot | 96 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 32 | 1185 Kahili Street |
| 97 | Lot | 97 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 33 | 1179 Kahili Street |
| 98 | Lot | 98 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 34 | 1169 Kahili Street |
| 99 | Lot | 99 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 35 | 1161 Kahili Street |
| 100 | Lot | 100 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 36 | 1155 Kahili Street |
| 101 | Lot | 101 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 37 | 1151 Kahili Street |
| 102 | Lot | 102 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 38 | 1139 Kahili Street |
| 103 | Lot | 103 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 39 | 1131 Kahili Street |
| 104 | Lot | 104 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 40 | 1123 Kahili Street |
| 105 | Lot | 105 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 41 | 1110 Akumu Street |
| 106 | Lot | 106 | File Plan | 878 | TMK No. (1) 4-2 | -061: | 42 | 1118 Akumu Street |
| 107 | Lot | A | File Plan | 1035 | TMK No. (1) 4-2 | -076: | 1 | 802 Pahumele Place |
| 108 | Lot | 10 | File Plan | 1035 | TMK No. (1) 4-2 | -076: | 2 | 794 Pahumele Place |
| 109 | Lot | 28 | File Plan | 922 | TMK No. (1) 4-2 | -076: | 3 | 788 Pahumele Place |
| 110 | Lot | 27 | File Plan | 922 | TMK No. (1) 4-2 | -076: | 4 | 782 Pahumele Place |
| 111 | Lot | 26 | File Plan | 922 | TMK No. (1) 4-2 | -076: | 5 | 776 Pahumele Place |


|  | Lot |  | File Plan |  |  | Tax Map Key No. |  |  | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 112 | Lot | 25 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 6 | 768 Pahumele Place |
| 113 | Lot | 24 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 7 | 762 Pahumele Place |
| 114 | Lot | 22 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 9 | 752 Pahumele Place |
| 115 | Lot | 21A | File Plan | 922 | * | TMK No. (1) 4-2 | -076: | 10 | 748 Pahumele Place |
| 116 | Lot | 13 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 18 | 708 Pahumele Place |
| 117 | Lot | 12 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 19 | 704 Pahumele Place |
| 118 | Lot | 11 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 20 | 702 Pahumele Place |
| 119 | Lot | 10 | File Plan | 922 |  | TMK No. (1) 4-2 | -076: | 28 | 701 Pahumele Place |
| 120 | Lot | 33 | File Plan | 923 |  | TMK No. (1) 4-2 | -076: | 29 | 672 Keolu Drive |
| 121 | Lot | 32 | File Plan | 923 |  | TMK No. (1) 4-2 | -076: | 30 | 678 Keolu Drive |
| 122 | Lot | 4 | File Plan | 1035 |  | TMK No. (1) 4-2 | -076: | 60 | 816 Pahumele Place |
| 123 | Lot | 3 | File Plan | 1035 |  | TMK No. (1) 4-2 | -076: | 61 | 812 Pahumele Place |
| 124 | Lot | B | File Plan | 1035 | * | TMK No. (1) 4-2 | -076: | 62 | 808 Pahumele Place |
| 125 | Lot | 3 | File Plan | 983 |  | TMK No. (1) 4-2 | -077: | 100 | 644 Keolu Drive |
| 126 | Lot | 4 | File Plan | 983 |  | TMK No. (1) 4-2 | -077: | 101 | 650 Keolu Drive |
| 127 | Lot | 3 | File Plan | 971 |  | TMK No. (1) 4-2 | -077: | 102 | 658 Keolu Drive |
| 128 | Lot | 2 | File Plan | 971 |  | TMK No. (1) 4-2 | -077: | 103 | 664 Keolu Drive |
| 129 | Lot | 1 | File Plan | 971 |  | TMK No. (1) 4-2 | -077: | 104 | 668 Keolu Drive |
| 130 | Lot | 30C | File Plan | 1081 | * | TMK No. (1) 4-2 | -081: | 6 | 650 Ohiki Place |
| 131 | Lot | 31D | File Plan | 1081 | * | TMK No. (1) 4-2 | -081: | 7 | 646 Ohiki Place |
| 132 | Lot | 32D | File Plan | 1081 | * | TMK No. (1) 4-2 | -081: | 8 | 640 Ohiki Place |
| 133 | Lot | 34 | File Plan | 1081 |  | TMK No. (1) 4-2 | -081: | 10 | 317 Hamakua Drive |
| 134 | Lot | 35 | File Plan | 1081 |  | TMK No. (1) 4-2 | -081: | 11 | 321 Hamakua Drive |
| 135 | Lot | 36 | File Plan | 1081 |  | TMK No. (1) 4-2 | -081: | 12 | 325 Hamakua Drive |
| 136 | Lot | 37 | File Plan | 1081 |  | TMK No. (1) 4-2 | -081: | 13 | 327 Hamakua Drive |
| 137 | Lot | 38 | File Plan | 1081 |  | TMK No. (1) 4-2 | -081: | 14 | 329 Hamakua Drive |

* The File Plan Lot or Lots were consolidated and/or subdivided to create the listed lot.


# Schedule 3 <br> List of Kukilakila Lots 

|  | Lot |  | File Plan | Tax Map Key No. | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1. | Lot | 1 | File Plan 1298 | TMK No. (1) 4-2-093:1 | 599-D Keolu Dr |
| 2. | Lot | 2 | File Plan 1298 | TMK No. (1) 4-2-093:2 | 599-C Keolu Dr |
| 3. | Lot | 3 | File Plan 1298 | TMK No. (1) 4-2-093:3 | 599-B Keolu Dr |
| 4. | Lot | 4 | File Plan 1298 | TMK No. (1) 4-2-093:4 | 599-A Keolu Dr |
| 5. | Lot | 5 | File Plan 1298 | TMK No. (1) 4-2-093:5 | 595-D Keolu Dr |
| 6. | Lot | 6 | File Plan 1298 | TMK No. (1) 4-2-093:6 | 595-C Keolu Dr |
| 7. | Lot | 7 | File Plan 1298 | TMK No. (1) 4-2-093:7 | 595-B Keolu Dr |
| 8. | Lot | 8 | File Plan 1298 | TMK No. (1) 4-2-093:8 | 595-A Keolu Dr |
| 9. | Lot | 9 | File Plan 1298 | TMK No. (1) 4-2-093:9 | 591-H Keolu Dr |
| 10. | Lot | 10 | File Plan 1298 | TMK No. (1) 4-2-093:10 | 591- G Keolu Dr |
| 11. | Lot | 11 | File Plan 1298 | TMK No. (1) 4-2-093:11 | 591- F Keolu Dr |
| 12. | Lot | 12 | File Plan 1298 | TMK No. (1) 4-2-093:12 | 591- E Keolu Dr |
| 13. | Lot | 13 | File Plan 1298 | TMK No. (1) 4-2-093:13 | 591 D Keolu Dr |
| 14. | Lot | 14 | File Plan 1298 | TMK No. (1) 4-2-093:14 | 591-C Keolu Dr |
| 15. | Lot | 15 | File Plan 1298 | TMK No. (1) 4-2-093:15 | 591-B Keolu Dr |
| 16. | Lot | 16 | File Plan 1298 | TMK No. (1) 4-2-093:16 | 591- A Keolu Dr |
| 17. | Lot | 17 | File Plan 1298 | TMK No. (1) 4-2-093:17 | 587-D Keolu Dr |
| 18. | Lot | 18 | File Plan 1298 | TMK No. (1) 4-2-093:18 | 587-C Keolu Dr |
| 19. | Lot | 19 | File Plan 1298 | TMK No. (1) 4-2-093:19 | 587-B Keolu Dr |
| 20. | Lot | 20 | File Plan 1298 | TMK No. (1) 4-2-093:20 | 587-A Keolu Dr |
| 21. | Lot | 21 | File Plan 1298 | TMK No. (1) 4-2-093:21 | 583-D Keolu Dr |
| 22. | Lot | 22 | File Plan 1298 | TMK No. (1) 4-2-093:22 | 583-C Keolu Dr |
| 23. | Lot | 23 | File Plan 1298 | TMK No. (1) 4-2-093:23 | 583-B Keolu Dr |
| 24. | Lot | 24 | File Plan 1298 | TMK No. (1) 4-2-093:24 | 583-A Keolu Dr |
| 25. | Lot | 25 | File Plan 1298 | TMK No. (1) 4-2-093:25 | 579-F Keolu Dr |
| 26. | Lot | 26 | File Plan 1298 | TMK No. (1) 4-2-093:26 | 579-E Keolu Dr |
| 27. | Lot | 27 | File Plan 1298 | TMK No. (1) 4-2-093:27 | 579-D Keolu Dr |
| 28. | Lot | 28 | File Plan 1298 | TMK No. (1) 4-2-093:28 | 579-C Keolu Dr |
| 29. | Lot | 29 | File Plan 1298 | TMK No. (1) 4-2-093:29 | 579-B Keolu Dr |
| 30. | Lot | 30 | File Plan 1298 | TMK No. (1) 4-2-093:30 | 579-A Keolu Dr |
| 31. | Lot | 31 | File Plan 1298 | TMK No. (1) 4-2-093:31 | 575-A Keolu Dr |

## Schedule 3

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|  | Lot |  | File Plan | Tax Map Key No. | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 32. | Lot | 32 | File Plan 1298 | TMK No. (1) 4-2-093:32 | 575-B Keolu Dr |
| 33. | Lot | 33 | File Plan 1298 | TMK No. (1) 4-2-093:33 | 575-C Keolu Dr |
| 34. | Lot | 34 | File Plan 1298 | TMK No. (1) 4-2-093:34 | 575-D Keolu Dr |
| 35. | Lot | 35 | File Plan 1298 | TMK No. (1) 4-2-093:35 | 575-E Keolu Dr |
| 36. | Lot | 36 | File Plan 1298 | TMK No. (1) 4-2-093:36 | 575-F Keolu Dr |
| 37. | Lot | 37 | File Plan 1298 | TMK No. (1) 4-2-093:37 | 575-G Keolu Dr |
| 38. | Lot | 38 | File Plan 1298 | TMK No. (1) 4-2-093:38 | 575-H Keolu Dr |
| 39. | Lot | 39-A | File Plan 1298 | TMK No. (1) 4-2-093:39 | 569-D Keolu Dr |
| 40. | Lot | 40-A | File Plan 1298 | TMK No. (1) 4-2-093:40 | 569-C Keolu Dr |
| 41. | Lot | 41 A | File Plan 1298 | TMK No. (1) 4-2-093:41 | 569-B Keolu Dr |
| 42. | Lot | 42-A | File Plan 1298 | TMK No. (1) 4-2-093:42 | 569-A Keolu Dr |
| 43. | Lot | 43-A | File Plan 1298 | TMK No. (1) 4-2-093:43 | 567-D Keolu Dr |
| 44. | Lot | 44-A | File Plan 1298 | TMK No. (1) 4-2-093:44 | 567-C Keolu Dr |
| 45. | Lot | 45-A | File Plan 1298 | TMK No. (1) 4-2-093:45 | 567-B Keolu Dr |
| 46. | Lot | 46-A | File Plan 1298 | TMK No. (1) 4-2-093:46 | 567-A Keolu Dr |
| 47. | Lot | 49 | File Plan 1298 | TMK No. (1) 4-2-093:49 | 565-F Keolu Dr |
| 48. | Lot | 50 | File Plan 1298 | TMK No. (1) 4-2-093:50 | 565-E Keolu Dr |
| 49. | Lot | 51 | File Plan 1298 | TMK No. (1) 4-2-093:51 | 565-D Keolu Dr |
| 50. | Lot | 52 | File Plan 1298 | TMK No. (1) 4-2-093:52 | 565-C Keolu Dr |
| 51. | Lot | 53 | File Plan 1298 | TMK No. (1) 4-2-093:53 | 565-B Keolu Dr |
| 52. | Lot | 54 | File Plan 1298 | TMK No. (1) 4-2-093:54 | 565-A Keolu Dr |
| 53. | Lot | 55 | File Plan 1298 | TMK No. (1) 4-2-093:55 | 559-D Keolu Dr |
| 54. | Lot | 56 | File Plan 1298 | TMK No. (1) 4-2-093:56 | 559-C Keolu Dr |
| 55. | Lot | 57 | File Plan 1298 | TMK No. (1) 4-2-093:57 | 559-B Keolu Dr |
| 56. | Lot | 58 | File Plan 1298 | TMK No. (1) 4-2-093:58 | 559-A Keolu Dr |
| 57. | Lot | 59 | File Plan 1298 | TMK No. (1) 4-2-093:59 | 555 Keolu Dr |
| 58. | Lot | 60 | File Plan 1298 | TMK No. (1) 4-2-093:60 | 555-B Keolu Dr |
| 59. | Lot | 61 | File Plan 1298 | TMK No. (1) 4-2-093:61 | 555-C Keolu Dr |
| 60. | Lot | 62 | File Plan 1298 | TMK No. (1) 4-2-093:62 | 555-D Keolu Dr |
| 61. | Lot | 63 | File Plan 1298 | TMK No. (1) 4-2-093:63 | 545-A Keolu Dr |
| 62. | Lot | 64 | File Plan 1298 | TMK No. (1) 4-2-093:64 | 545-B Keolu Dr |
| 63. | Lot | 65 | File Plan 1298 | TMK No. (1) 4-2-093:65 | 545-C Keolu Dr |
| 64. | Lot | 66 | File Plan 1298 | TMK No. (1) 4-2-093:66 | 545-D Keolu Dr |

## Schedule 3

|  | Lot |  | File Plan | Tax Map Key No. | Street Address |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 65. | Lot | 67 | File Plan 1298 | TMK No. (1) 4-2-093:67 | 549-A Keolu Dr |
| 66. | Lot | 68 | File Plan 1298 | TMK No. (1) 4-2-093:68 | 549-B Keolu Dr |
| 67. | Lot | 69 | File Plan 1298 | TMK No. (1) 4-2-093:69 | 549-C Keolu Dr |
| 68. | Lot | 70 | File Plan 1298 | TMK No. (1) 4-2-093:70 | 549-D Keolu Dr |
| 69. | Lot | C-1 | File Plan 1298 | TMK No. (1) 4-2-093:71 | Keolu Dr |
| 70. | Lot | 1 | File Plan 1299 | TMK No. (1) 4-2-094:1 | 515-A Keolu Dr |
| 71. | Lot | 2 | File Plan 1299 | TMK No. (1) 4-2-094:2 | 515-B Keolu Dr |
| 72. | Lot | 3 | File Plan 1299 | TMK No. (1) 4-2-094:3 | 515-C Keolu Dr |
| 73. | Lot | 4 | File Plan 1299 | TMK No. (1) 4-2-094:4 | 515-D Keolu Dr |
| 74. | Lot | 5 | File Plan 1299 | TMK No. (1) 4-2-094:5 | 515-E Keolu Dr |
| 75. | Lot | 6 | File Plan 1299 | TMK No. (1) 4-2-094:6 | 515-F Keolu Dr |
| 76. | Lot | 7 | File Plan 1299 | TMK No. (1) 4-2-094:7 | 515-G Keolu Dr |
| 77. | Lot | 8 | File Plan 1299 | TMK No. (1) 4-2-094:8 | 515-H Keolu Dr |
| 78. | Lot | 9 | File Plan 1299 | TMK No. (1) 4-2-094:9 | 519-A Keolu Dr |
| 79. | Lot | 10 | File Plan 1299 | TMK No. (1) 4-2-094:10 | 519-B Keolu Dr |
| 80. | Lot | 11 | File Plan 1299 | TMK No. (1) 4-2-094:11 | 519-C Keolu Dr |
| 81. | Lot | 12 | File Plan 1299 | TMK No. (1) 4-2-094:12 | 519-D Keolu Dr |
| 82. | Lot | 13 | File Plan 1299 | TMK No. (1) 4-2-094:13 | 519-E Keolu Dr |
| 83. | Lot | 14 | File Plan 1299 | TMK No. (1) 4-2-094:14 | 519-F Keolu Dr |
| 84. | Lot | 15 | File Plan 1299 | TMK No. (1) 4-2-094:15 | 523-A Keolu Dr |
| 85. | Lot | 16 | File Plan 1299 | TMK No. (1) 4-2-094:16 | 523-B Keolu Dr |
| 86. | Lot | 17 | File Plan 1299 | TMK No. (1) 4-2-094:17 | 523-C Keolu Dr |
| 87. | Lot | 18 | File Plan 1299 | TMK No. (1) 4-2-094:18 | 523-D Keolu Dr |
| 88. | Lot | 19 | File Plan 1299 | TMK No. (1) 4-2-094:19 | 523-E Keolu Dr |
| 89. | Lot | 20 | File Plan 1299 | TMK No. (1) 4-2-094:20 | 523-F Keolu Dr |
| 90. | Lot | 21 | File Plan 1299 | TMK No. (1) 4-2-094:21 | 527-A Keolu Dr |
| 91. | Lot | 22 | File Plan 1299 | TMK No. (1) 4-2-094:22 | 527-B Keolu Dr |
| 92. | Lot | 23 | File Plan 1299 | TMK No. (1) 4-2-094:23 | 527-C Keolu Dr |
| 93. | Lot | 24 | File Plan 1299 | TMK No. (1) 4-2-094:24 | 527-D Keolu Dr |
| 94. | Lot | 25 | File Plan 1299 | TMK No. (1) 4-2-094:25 | 531- H Keolu Dr |
| 95. | Lot | 26 | File Plan 1299 | TMK No. (1) 4-2-094:26 | 531-G Keolu Dr |
| 96. | Lot | 27 | File Plan 1299 | TMK No. (1) 4-2-094:27 | 531- F Keolu Dr |
| 97. | Lot | 28 | File Plan 1299 | TMK No. (1) 4-2-094:28 | 531- E Keolu Dr |


|  | Lot |  | File Plan | Tax Map Key No. | Street Address |
| :--- | :--- | :--- | :--- | :--- | :---: |
| 98. | Lot | 29 | File Plan 1299 | TMK No. (1) 4-2-094:29 | 531- D Keolu Dr |
| 99. | Lot | 30 | File Plan 1299 | TMK No. (1) 4-2-094:30 | 531- C Keolu Dr |
| 100. | Lot | 31 | File Plan 1299 | TMK No. (1) 4-2-094:31 | 531- B Keolu Dr |
| 101. | Lot | 32 | File Plan 1299 | TMK No. (1) 4-2-094:32 | 531- A Keolu Dr |
| 102. | Lot | 33 | File Plan 1299 | TMK No. (1) 4-2-094:33 | 535-A Keolu Dr |
| 103. | Lot | 34 | File Plan 1299 | TMK No. (1) 4-2-094:34 | 535-B Keolu Dr |
| 104. | Lot | 35 | File Plan 1299 | TMK No. (1) 4-2-094:35 | 535-C Keolu Dr |
| 105. | Lot | 36 | File Plan 1299 | TMK No. (1) 4-2-094:36 | 535-D Keolu Dr |
| 106. | Lot | 37 | File Plan 1299 | TMK No. (1) 4-2-094:37 | 535-E Keolu Dr |
| 107. | Lot | 38 | File Plan 1299 | TMK No. (1) 4-2-094:38 | 535-F Keolu Dr |
| 108. | Lot | 39 | File Plan 1299 | TMK No. (1) 4-2-094:39 | 539-A Keolu Dr |
| 109. | Lot | 40 | File Plan 1299 | TMK No. (1) 4-2-094:40 | 539-B Keolu Dr |
| 110. | Lot | 41 | File Plan 1299 | TMK No. (1) 4-2-094:41 | 539-C Keolu Dr |
| 111. | Lot | 42 | File Plan 1299 | TMK No. (1) 4-2-094:42 | 539-D Keolu Dr |

