

BY-LAWS OF KULEANA CLUB ASSOCIATION OF INTERVAL OWNERS

WHEREAS, the undersigned (the "Declarant"), is owner of the condominium apartments described in the Kuleana Club Interval Ownership Declaration of Covenants, Conditions and Restrictions ("Declaration") to which these By-Laws are annexed; and

WHEREAS, the Declarant is desirous of submitting the aforesaid condominium apartments to a plan of interval ownership, which is a method of time sharing based upon a revolving set of separate estates for years, broken into weekly periods called "Unit Weeks" which reoccur annually coupled with a remainder over to all time-shared owners at the expiration of the estates for years as tenants in common by filing the Declaration and adopting these By-Laws which shall be annexed to the said Declaration;

NOW, THEREFORE, Declarant hereby declares that all of said condominium apartments, and any additional condominium apartments as may from time to time be annexed to the Declaration, pursuant to the provisions thereof, are held and shall be held conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following By-Laws, all of which are declared and agreed to be in furtherance of the plan set forth in the Declaration to which these By-Laws are annexed, and are established and agreed upon for said purposes and for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said property. These By-Laws shall run with the aforesaid condominium apartments and shall be binding upon all parties having or acquiring any right, title or interest therein.

ARTICLE I INTRODUCTORY PROVISIONS

Section 1. Definitions. The terms used herein shall have the meanings given to them in the Declaration.

Section 2. Conflicts. In case any of these By-Laws conflict with the provisions of the Declaration, or the condominium documents, as therein defined, the provisions of the Declaration, or said condominium documents, as the case may be, shall control.

Section 3. Application. All present and future owners, mortgagees, tenants and occupants of said condominium apartments and their employees, and any other persons who may use the said property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations. The acceptance of an assignment of lease or conveyance or the entering into of a lease or the act of occupancy of an Apartment shall constitute an agreement that these By-Laws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II ASSOCIATION OF OWNERS

Section 1. Annual Meetings: The annual meetings of the Interval Owners shall be held on the first Monday of February of each succeeding year or at such other time as the Board of Directors may designate. At such meetings the Board of Directors shall be elected by ballot of the Interval Owners in accordance with the requirements of these By-Laws. The Interval Owners may transact such other business at such meetings as may properly come before them.

An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association for any Interval Ownership owned or controlled by him in such capacity,

whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such Interval Ownership in such capacity.

All Annual Meetings and meetings of the Board of Directors, as well as regular or special meetings of the Interval Owners, shall be governed by the most current edition of Roberts Rules of Order, Revised.

Section 2. Regular Meetings. In addition to the annual meetings, the Board of Directors by resolution or a majority of all the Interval Owners by petition may establish regular meetings at semiannual, quarterannual, or other regular intervals.

Section 3. Place of Meetings. Meetings of the Interval Owners shall be held at such suitable place convenient to the Interval Owners as may be designated by the Board of Directors.

Section 4. Special Meeting. Special meetings of the Interval Owners may be held at any time upon the call of the President or of any three (3) Directors, or upon the written request of not less than five percent (5%) of the Interval Owners.

Section 5. Notice of Meetings and Other Notices. Written notice of all meetings, annual or special, stating the place, day and hour of the meeting and whether it is annual or special and, in case of each special meeting, stating briefly the business proposed to be transacted thereat, and any other notices permitted or required to be delivered by these By-Laws shall be given by mailing such notice, postage prepaid, at least thirty (30) days before the date assigned for the meeting or by delivery of such notice personally at least twenty-five (25) days before the date assigned for the meeting, to the Interval Owners at their address at the property or at the address given to the Board for the purpose of service of such notices. Upon written request for notices delivered to the Board, the holder of any duly recorded mortgage or deed of trust from any Interval Owner may obtain a copy of any and all notices permitted or required to be given to the Interval Owner, whose interest is subject to said mortgage or deed of trust. Upon notice being given in accordance with the provisions hereof, the failure of any Interval Owner to receive actual notice of any meetings shall not in any way invalidate the meeting or proceedings thereat. Each such Owner shall keep the Board informed of any changes in address.

Section 6. Adjournment of Meetings. If any meeting of Interval Owners cannot be held because a quorum has not attended, a majority in Unit Weeks of the Interval Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. All owners of record will be provided with a proxy or ballot at the time of notification of any association meeting. Ballots shall be prepared in such a way as to maintain the confidentiality of the Interval Owner casting the ballot but shall insure that the ballot is cast by and counted only once for an Interval Owner. Procedures for voting will be established by the Board of Directors, including but not necessarily limited to, procedures for voting by proxy or by proxy which includes a ballot. Such procedures may be amended by the Board of Directors from time to time.

Any Interval Owner wishing to be a candidate for the Board of Directors may submit his or her name along with a resume of his or her qualifications, not to exceed 250 words to the Managing Agent on or before a deadline set by the Board of Directors for the date of such submission. If the Board of Directors receives resumes of Interval Owners prior to the deadline, those Owners' names will be either (i) included on a proxy form or ballot including the names of all such Owners who have submitted a resume; or (ii) mailed to all Owners on a list of names of those

Owners who have submitted a resume. In either case, the resume (up to the 250 word limit) will be sent to Owners.

Section 8. Election Committee. An Election Committee consisting of at least three (3) Interval Owners in attendance at the Annual Meeting and not otherwise candidates for election to or members of the Board of Directors shall be appointed by the President to serve as tellers and to supervise the recording and tallying of all votes for candidates for election to the Board.

Section 9. Proxies and Pledges The authority given by any Interval Owner to another person to represent him at meetings of the Association shall be in writing, signed by such Owner and filed with the Secretary, and unless limited by its terms, shall be valid only for those meetings to which they pertain. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any Apartment or interest therein, a true copy of which is filed with the Board through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

A proxy, to be valid, must be received by the Managing Agent on or before the published deadline established by the Board of Directors and must contain at least: the printed name and signature of the persons giving the proxy, the unit and interval or intervals for which the proxy is given, the printed name of the person or entity to whom the proxy is given and the date the proxy is given. Separate ballots, if utilized, shall provide the signature of the persons submitting the ballot, and the unit and interval or intervals for which the ballot is cast.

Section 10. Order of Business. The order of business at all Annual meetings of the Interval Owners shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting;
- (c) Reading of Minutes of preceding meeting;
- (d) Reports of Officers;
- (e) Report of Board of Directors;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board of Directors (when so required);
- (i) Unfinished business; and
- (j) New business.

Section 11. Cumulative Voting. If not less than forty-eight (48) hours prior to the time fixed for any meeting of the Association for the election of Directors, not less than ten percent (10%) of the Interval Owners shall deliver to any officer of the Association a request in writing that the election of the Directors to be elected be by cumulative voting, then each Interval Owner shall cumulate his votes, and may cast for any one or more nominees to the Board of Directors a vote equivalent to the votes which such Owner is entitled to multiplied by the number of Directors to be elected. Each Interval Owner shall be entitled to cumulate his votes and give all thereof to one nominee or to distribute his votes in such manner as he shall determine among any or all of the nominees, and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of Directors to be elected, shall be deemed elected.

Section 12 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Interval Owners having one-half (1/2) of the total authorized votes of all Interval Owners shall constitute a quorum at all meetings of the Interval Owners.

Section 13. Majority Vote. The vote of a majority of Interval Owners at a meeting at which a quorum shall be present shall be binding upon all Interval Owners for all purposes except where

in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 14. Majority of Interval Owners. As used in these By-Laws, the term "majority of Interval Owners" shall mean those Interval Owners having more than fifty percent (50%) of the total authorized votes present at any meeting of the Interval Owners, and any specified percentage of the Owners means Owners having the specified percentage of the total votes.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of five (5) persons, each of whom shall be an Owner or a co-Owner, or in the case of corporate Owners, shall be officers, stockholders or employees of such corporations, or in the case of partnership Owners, any general partner of such partnership, or in the case of fiduciary Owners, shall be the fiduciaries or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the Interval Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the condominium apartments from time to time subject to the Declaration;
- (b) Determination of the Association Expenses
- (c) Collection of the Association Expenses from the Interval Owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of said condominium apartments
- (e) Adoption and amendment of said Rules and Regulations covering the operation and use of said condominium apartments;
- (f) Opening of bank accounts on behalf of the Association of Interval Owners and designating the signatories required therefor;
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Interval Owners, Interval Ownerships offered for sale or lease;
- (h) Purchasing of Interval Ownership at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all Interval Owners;
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), and otherwise dealing with Interval Ownership acquired by, and subleasing Interval Ownership leased by, the Board of Directors or its designee, corporate or otherwise, on behalf of all Interval Owners
- (j) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of Interval Ownership on behalf of all Interval Owners;
- (k) Obtaining of insurance, pursuant to the provisions of the Declaration
- (l) Making of repairs, additions, and improvements to or alterations of said condominium apartment and repairs to and restoration of said condominium apartment in accordance with the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings
- (m) Procuring legal and accounting services necessary or proper in the operation of the Kuleana Club Interval Ownerships enforcement of these By-Laws;
- (n) Purchasing of any other materials, supplies, furniture, labor and services, the making of repairs and structural alterations, and the payment of all insurance, taxes or assessments and other accountant expenses which the Board is required to secure, make or pay for pursuant to the

terms of the Declaration or these By-Laws or by law or which in its opinion shall be necessary or proper; provided that if any such materials, supplies, furniture, labor, services, repairs, structural alterations, insurance, taxes, or assessments are required because of the particular actions or negligence of the Owners of particular interval Ownerships, their guests, or other persons authorized or permitted by such owner to use their Interval Week(s), the cost thereof shall be specifically assessed to the Owners of such Interval Ownerships. Damage or expenses required because of the particular actions or negligence of Board members using apartments in connection with official Board meetings pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions shall be assessed against such Board members..

(o) Payment of any amount necessary to discharge any lien or encumbrance levied against the entire Interval Ownerships in any condominium Apartment or any part thereof which may in the opinion of the Board constitute a lien against said property rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and costs incurred by the Board by reason of such lien or liens.

(p) Notwithstanding any other provision of the Declaration and/or By-Laws, the Board shall have the authority to establish reasonable policies and procedures for permitting licensed sales persons with current listing agreements with Interval Owners to enter apartments from time to time for the purpose of showing such apartments to potential buyers provided (i) that such access shall be on such terms and conditions as may be established by the Board of Directors and at the sole risk of the selling Interval Owner, and (ii) that such access shall be permitted with the minimum possible effect on other Owners, their guests and tenants.

Section 3. *Managing Firm.* The compensation of the Managing Agent shall be such as shall be specified from time to time by the Board.

The Managing Firm shall have such power and duties as may be necessary or proper in connection with (a) supervision of the immediate management and operation of said condominium apartments and affairs of the Association, (b) maintenance, repair, replacement and restoration of the said condominium apartments and the contents thereof and any additions or alteration thereto, (c) purchase, maintenance and replacement of any furnishings, fixtures, appliances, drapes, carpets, (d) employment, supervision and dismissal of such personnel as it deems necessary for such maintenance and operation, (e) conclusion of contracts with others for the furnishing of such services it deems proper, (f) preparation of a proposed budget and schedule of assessments, (g) collection of all assessments and payment of all bills, (h) purchase of such insurance as is contemplated by the Declaration, (i) custody and control of all funds and maintenance of books and records and preparation of financial reports.

The Board of Directors may in its discretion limit any of the powers herein granted to the Managing Firm or grant additional powers to the Managing Firm.

Except as otherwise provided in the Declaration, and any contract for the appointment of a Managing Firm shall be subject to approval by the Board of Directors, and, may be terminated by either the Board of Directors or the Managing Firm upon thirty (30) days written notice thereof to the other.

The Managing Firm, subject to the direction of the Board of Directors, may represent the Interval Owners or any two or more Interval Owners similarly situated, as a class, in any action, suit, or other proceeding concerning the Interval Owners, one or more Interval Ownerships, or the Association.

Section 4. *Election and Term of Office.* Candidates receiving the highest number of votes, up to the total number of Directors to be elected, shall be deemed elected. In case of tie votes for Directors, the determination of the winner shall be by chance (flip of a coin). Since the initial

election to office of the Board members were for staggered terms, each successor member of the Board of Directors shall be elected to serve for a term of two (2) years. Each member of the Board of Directors shall continue to exercise the powers and duties of the office until his successor shall have been elected by the Interval Owners in case of the election of a successor.

No Director shall serve for more than three consecutive terms of office. The counting of terms of office shall commence with all elections for terms of office which commence during or after the 1993 Annual Meeting. This provision shall apply to the terms of office of all Board members elected at or after the 1993 Annual Meeting.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of Interval Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Interval Owners and a successor may then and there or thereafter be elected for the remainder of the term to fill the vacancy thus created, provided that an individual Director shall not be removed, unless the entire Board is removed, if ten percent (10%) or more of the Owners present at such meeting shall vote against his removal. Any member of the Board of Directors whose removal has been proposed by the Interval Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Interval Owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member whose vacancy he filled (unless removed) and until a successor shall be elected at the next annual meeting of the Interval Owners. Death, incapacity, or resignation of any Director, or his ceasing to be an Owner or co-Owner of an Interval Ownership, shall cause his office to become vacant.

Section 7. Organization Meetings. The first meeting of the Board of Directors following the annual meeting of the Interval Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Interval Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of directors, but at least two (2) such meetings shall be held during each fiscal year. Meetings of the Board of Directors may be held by telephone conference call. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, given personally or by mail, telephone, or telegraph at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each member of the Board of Directors, given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting. Meetings of the Board of Directors may be held by telephone conference call. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed

equivalent of giving such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. *Quorum of Board of Directors.* At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. *Fidelity Bonds.* The Board of Directors shall obtain adequate fidelity bonds for all officers and employees handling or responsible for funds. The premiums on such bonds shall constitute an Association Expense.

Section 13. *Compensation.* No member of the Board of Directors shall receive any compensation from the Association for acting as such, except for reasonable expenses incurred in connection with attendance at the meetings of the Board, as set by the Owners at any annual meeting.

Section 14. *Liability and Indemnity of the Board of Directors and Officers.* The members of the Board of Directors and Officers shall not be liable to the Interval Owners for any mistake of judgment or otherwise except for their own individual gross negligence or willful misconduct. The Association of Owners shall indemnify each Director or Officer of the Association against all costs, expenses and liabilities, including the amount of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses which may be incurred by or imposed on him in connection with any claim, action, suit proceeding, investigation or inquiry hereafter made, instituted or threatened in which he may be involved as a party or otherwise by reason of his being or having been such Director or Officer, or by reason of any past or future action taken or authorized or approved by him or any omission to act as such Director or Officer, whether or not he continues to be such Director or Officer at the time of the incurring or imposition of such costs, expenses or liabilities, except such costs, expenses or liabilities as shall relate to matters as to which he shall in such action, suit or proceeding be finally adjudged to be, or shall be, liable by reason of his gross negligence or willful misconduct toward the Association in the performance of his duties as such Director or Officer. As to whether or not a Director or Officer was liable by reason of gross negligence or willful misconduct toward the Association in the performance of his duties as such Director or Officer, in the absence of such final adjudication of the existence of such liability, the Board of Directors and each Director or Officer may conclusively rely upon an opinion of legal counsel selected by or in the manner designated by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such Director or Officer.

ARTICLE IV OFFICERS

Section 1. *Designation.* The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President shall, but no other officers need be, members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Interval Owners and of the Board of Directors. He shall have all the general powers and duties which are incident to the office of President of a stock corporation organized under the laws of the State of Hawaii, including but not limited to the power to appoint committees from among the Interval Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as from time to time may be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Interval Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary of a stock corporation organized under the laws of the State of Hawaii.

Section 7. Treasurer. The Treasurer shall be responsible for the keeping of full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the laws of the State of Hawaii. The duties of the Treasurer may be delegated to the Managing Firm.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association, including any amendments to the By-Laws as hereafter provided, shall be executed by any two of the President, Vice President, Secretary or Treasurer, or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V GENERAL PROVISIONS

Section 1. Incorporation. The formation of The Kuleana Club Association of Interval Owners as a non-profit membership association of Interval Owners incorporated under the laws of the State of Hawaii shall in no way alter the terms, covenants and conditions set forth herein and the Articles and By-Laws of said corporation shall be subordinated hereto and controlled hereby. Any action taken by said corporation which said action is in violation of any or all of the terms, covenants, or conditions contained herein shall be void and of no effect.

Section 2. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors, c/o the Managing Firm, or if there be no Managing Firm to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Owners and to all mortgagees of Interval Ownerships. All notices to any Owner shall be sent by registered or certified mail to the apartment in which he owns an Interval Ownership or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provisions thereof.

Section 4. Gender. The use of any gender in these By-Laws shall be deemed to include either or both of the other genders and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Interpretation. The provisions of these By-Laws shall be liberally construed to effectuate the purpose of creating a uniform plan of interval ownership whereby the Association shall carry out and pay for the operation and maintenance of the property committed to interval ownership as a mutually beneficial and efficient establishment.

Section 7. Amendment. The provisions of these By-Laws, may be amended by a vote of at least eighty (80%) of the Owners present (in person or represented by proxy) at a meeting of the Association at which a quorum is present so long as notice was given of the proposed amendment, which amendment shall be effective upon filing in the Hawaii State Bureau of Conveyances (or the Office of the Assistant Registrar of the Land Court, or both, whichever is applicable) of an instrument in writing, signed and acknowledged by such Owners or by the proper officers of the Association.

Section 8. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the Declarant has caused these By-Laws to be executed on this _
day of 197 _ .

RESORT MARKETING ASSOCIATES, INC.

By
Its