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TITLE GUARANTY OF HAWAII, INCORPORATED

LAND COURT SYSTEM

REGULAR SYSTEM

Total Number of Pages: 4

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AOAO The Kealia Condominium  
c/o APMI  
369 Huku Li'i Place Ste 202  
Kihei, HI 96753

CERTIFICATION OF AMENDMENT TO THE  
BY-LAWS OF ASSOCIATION OF APARTMENT OWNERS  
OF THE KEALIA CONDOMINIUM

That we, J. Andrew Beerer and Frank J. Hook, Jr. being,  
respectively, the President and Secretary of The Association of Apartment Owners of The Kealia  
Condominium, do hereby certify that the document attached hereto as Exhibit A is a true and  
correct copy of the amendment to the By-Laws of Association of Apartment Owners of The  
Kealia Condominium (the original By-Laws of Association of Apartment Owners of The Kealia  
Condominium dated January 15, 1975 was recorded in the Bureau of Conveyances of the State

of Hawaii in Liber 10383 at Page 190) which was adopted by the written consent of sixty-seven percent (67%) or more of the members of the Association pursuant to Hawaii Revised Statutes Section 514B-108(e).

Dated: MAY 18, 2009, 2009.

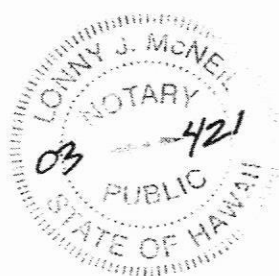
ASSOCIATION OF APARTMENT OWNERS OF THE KEALIA CONDOMINIUM

By J. Andrew Beerer  
Its President

By Frank J. Hook Jr  
Its Secretary

STATE OF HAWAII )  
COUNTY OF MAUI ) SS.

On this 18 day of MAY, 2009, before me personally appeared Frank J. Hook Jr, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument identified or described as, Certification of Amendment to the By-Laws of Association of Apartment Owners of The Kealia Condominium, as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities. The foregoing instrument is dated 5/18/09 and contained 4 pages at the time of this acknowledgment/certification.



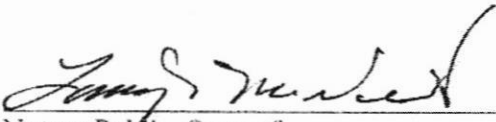
Lonny J. McNeil  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LONNY J. McNEIL  
NOTARY PUBLIC  
STATE OF HAWAII  
MY COMMISSION EXPIRES  
7/27/2011**

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 18<sup>th</sup> day of MAY, 2009, before me personally appeared J. Andrew Beerer, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the forgoing instrument identified or described as, Certification of Amendment to the By-Laws of Association of Apartment Owners of The Kealia Condominium, as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities. The foregoing instrument is dated 5/18/09 and contained 4 pages at the time of this acknowledgment/certification.



  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LONNY J. McNEIL**  
**NOTARY PUBLIC**  
**STATE OF HAWAII**  
**MY COMMISSION EXPIRES**  
**7/27/2011**

**LONNY J. McNEIL**  
**NOTARY PUBLIC**  
**STATE OF HAWAII**  
**COMMISSION EXPIRES**  
**7/27/2011**

EXHIBIT A

Amendment to the By-laws of Association  
of Apartment Owners of The Kealia Condominium

A new Section 8 is added to Article VI of the By-Laws of Association of Apartment Owners of The Kealia Condominium to read as follows:

SECTION 8: Termination of Utilities and Services. In conjunction with or as an alternative to foreclosure proceedings, the Association may authorize the managing agent or Board to, after sixty (60) days written notice to the Apartment Owner and to the apartment's first mortgagee of the nonpayment of the apartment's share of the common expenses, terminate the delinquent apartment's access to the common elements and cease supplying a delinquent apartment with any and all services, (including but not limited to utility services), normally supplied or paid for by the Association. Any terminated services and privileges shall be restored upon payment of all amounts owing to render the delinquent owner's account current, including any costs and attorney's fees incurred by the Association in pursuing collection of the delinquent owner's account. Before the Board or managing agent can take the actions permitted in this Section 8, the Board must adopt a written policy providing for the actions and have the policy approved by a majority vote of the Apartment Owners at an annual or special meeting of the Association or by written consent of a majority of the Apartment Owners.