

F/AM



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

February 12, 2021 8:01 AM

Doc No(s) A-77130317

/s/ LESLIE T. KOBATA
REGISTRAR



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B-33666225

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP (X)

Imanaka Asato, LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

RS 6
TG 201847103-P

Tax Map Key No. (1) 2-3-016: 003, :004 and :008

Total Pages: 5

**FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF
SKY ALA MOANA WEST**

THIS FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF SKY ALA MOANA WEST (this "Amendment") is made this 9th day of February, 2021 by JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company ("Developer"), with its principal place of business and post office address at 1440 Kapiolani Boulevard, Suite 1509, Honolulu, Hawaii 96814.

WITNESSETH:

WHEREAS, Developer filed the Bylaws of the Association of Unit Owners of Sky Ala Moana West dated March 15, 2019 with the Office of the Assistant Registrar of the Land Court (the "Office") as Document No. T-10669267 (the "Bylaws"); and

WHEREAS, by Limited Warranty Deed dated August 8, 2019 and filed with the Office as Document No. T-10811168 and Limited Warranty Deed dated August 8, 2019 and filed with the Office as Document No. T-10811171 Lot Owners conveyed to Developer all of their respective estate, right, title, and interest in and to the Spatial Unit; and

WHEREAS, Developer deregistered the land subject to the Sky Ala Moana West condominium project (the "Project") from the Land Court system pursuant to Hawaii Revised Statutes Section 501 Part II by those certain Deregistration of Transfer Certificate of Title Nos. 1,131,851, 1,131,852, 1,131,853, 1,131,854, 1,131,855, 1,131,856, 1,131,857, 1,131,858, 1,180,476, and 1,180,477 recorded October 15, 2019 at the Bureau of Conveyances of the State of Hawaii as Document Nos. A-72270690 through A-72270699, inclusive; and

WHEREAS, pursuant to Article IX, Section 3.B of the Bylaws, Developer (pursuant to Developer's Reserved Rights) has the right to amend these Bylaws to the extent set forth in the Declaration of Condominium Property Regime of Sky Ala Moana West dated March 15, 2019 and filed in the Office as Document No. T-10669266, as amended (the "Declaration"); and

WHEREAS, pursuant to Article XXXIII of the Declaration, the Declaration and Bylaws shall be deemed automatically amended to remove any references to Lot Owners as fee simple owners of the Spatial Unit effective the date of filing of conveyance documents conveying to Developer the Lot Owners' fee simple interest in the Spatial Unit, and upon such date, Developer shall have the reserved right, without the consent or joinder of any other person or party, to file an amendment to the Declaration and Bylaws, as appropriate, to effect the same; and

WHEREAS, pursuant to Article IX, Section 3.A of the Bylaws, the Bylaws may be amended at any time by the vote or written consent of sixty-seven percent of all Owners; and

WHEREAS, Developer owns one hundred percent (100%) of the Common Interest in the Project; and

WHEREAS, Developer wishes to amend the Declaration to (a) remove reference to Lot Owners to evidence Developer's acquisition of Lot Owners' interests in the Project; (b) note the deregistration of the land underlying the Project from the Land Court system; and (c) clarify the rights and obligations of the Association under the Reciprocal Easement Agreement and the Master Association;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby amend the Declaration in the following manner:

1. **Removal of Lot Owners.** Developer desires to amend the Bylaws to remove reference to Lot Owners.

a. Article IX, Section 10, providing for "Indemnification of Lot Owners" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

b. Article IX, Section 11, providing for "Limited Purpose of Joinder by Lot Owners; Release and Waiver of Claims" shall be deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

2. **Deregistration of Land.** Developer desires to amend the Bylaws to reflect the deregistration of the land underlying the Master Condominium.

a. References to filing in the Office shall be replaced with recording at the Bureau in the following sections of the Declaration: Article II, Section 9, and in such other places in the Bylaws as appropriate in the context.

3. **Reciprocal Easement Agreement and Master Association.** Developer desires to amend the Bylaws to clarify the Association's rights and obligations under the Reciprocal Easement Agreement and the Master Association.

a. Article II, Section 17, providing for "Association Powers" shall be amended to read as follows:

"ASSOCIATION POWERS. Except as otherwise provided herein, and subject to the provisions of the Declaration and these Bylaws, the Association, even if unincorporated, shall have those powers set forth in Section 514B-104 of the Act, as limited by Section 514B-105 of the Act. The Association shall further have the powers of the Sky West Owner (as defined in the Reciprocal Easement Agreement) set forth in the Reciprocal Easement Agreement and as a member of the Master Association. The Association delegates its powers to the Board, unless such delegation is prohibited by the Act."

b. The first paragraph of Article III, Section 2, providing for "Powers and Duties" of the Board shall be amended to read as follows:


"POWERS AND DUTIES. The Board shall have all the powers and duties necessary for the administration of the affairs of the Project in compliance with all governmental requirements and the Declaration, and for the maintenance, upkeep, and repair of the Project in good order and condition in accordance with the Project Quality Standard, and the Association may delegate, all rights, powers, and duties to the Board, except those rights, powers, and duties that cannot be delegated to the Board by law, the Declaration, or these Bylaws. The Board shall have all rights, powers, and duties to act on behalf of the Association (other than those requiring the vote of the Association set forth in the Act and subject to all rights and approval requirements set forth in the Declaration and these Bylaws, including without limitation, the Developer's Reserved Rights or any approval rights of Developer or the Commercial Director), including the right to take any and all actions as a member of the Master Association. The Board shall elect one or more director(s), which directors shall be members of the Board, to serve as directors of the Master Association. The election and term of such director(s) shall be the same as the election and term of Officers of the Association as set forth in Article IV, Section 2 of these Bylaws."

4. In all other respects, said Bylaws shall remain unchanged and in full force and effect. Capitalized terms used herein, unless otherwise noted, shall have the meanings set forth in the Declaration, as amended.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed these presents on the date first above written.

JL AVALON CAPBRIDGE, LLC,
a Hawaii limited liability company

By: 
Name: Timothy Le-P
Its: Authorized Signor

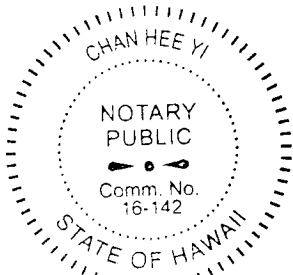
"Developer"

STATE OF HAWAII

SS:

CITY AND COUNTY OF HONOLULU

On this 26th day of November, 2020, before me appeared Timothy Lee, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument 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.



(Official Stamp or Seal)

Chan Hee Yi

Print Name: Chan Hee Yi
Notary Public, in and for said State

My commission expires: 4-10-2024

NOTARY CERTIFICATION STATEMENT

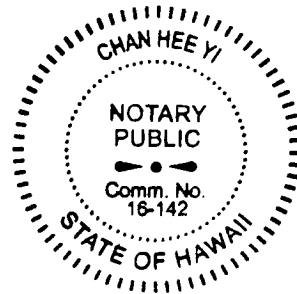
Document Identification or Description: FIRST AMENDMENT TO
BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF SKY
ALA MOANA WEST

Document Date: — or Undated at time of notarization.

No. of Pages: 5 Jurisdiction: First Circuit
(in which notarial act is performed)

Chan Hee Yi 11-26-2020
Signature of Notary Date of Notarization and
Certification Statement

Chan Hee Yi
Printed Name of Notary



(Official Stamp or Seal)