

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE \_\_\_\_\_ Doc 2011-164822  
DOCUMENT OCT 07, 2011 02:30 PM

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [ ] Pickup [ ] To:  
RICHARD S. EKIMOTO, ESQ.  
American Savings Bank Tower Suite 780  
1001 Bishop Street, Honolulu, HI 96813  
Telephone: (808) 523-0702

This document contains 8 pages

G:\CLIENT\POINCIANA MANOR\1-GM\Amendment to by-laws re pets.wpd

Tax Map Key: (1) 4-2-1-48

Condominium Map No. 358  
(Bureau of Conveyances)

**AMENDMENT TO THE SECOND RESTATEMENT OF BY-LAWS OF THE  
ASSOCIATION OF APARTMENT OWNERS OF POINCIANA MANOR**

This AMENDMENT TO THE SECOND RESTATEMENT OF BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF POINCIANA MANOR ("Amendment") is made as of the 6th day of October, 2011 by the ASSOCIATION OF APARTMENT OWNERS OF POINCIANA MANOR, whose address is c/o Touchstone Properties Ltd., 680 Iwilei Road, Suite 550, Honolulu, HI 96817 ("Association").

**WITNESSETH THAT:**

**WHEREAS**, the Declaration of Horizontal Property Regime of Poinciana Garden dated May 20, 1974 (the "Declaration") and the By-Laws of the Association of Apartment Owners of Poinciana Garden (the "By-Laws") were recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9956 at Page 70.

**WHEREAS**, the Condominium Map No. 358 was recorded in the Bureau of Conveyances, State of Hawaii.

**WHEREAS**, the name of the condominium project was changed to "Poinciana Manor" and the name of the Association was changed to "Association of Apartment Owners of

Poinciana Manor” by instrument dated December 30, 1974, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 10363 at Page 132; and

**WHEREAS**, the Declaration was restated by “First Restatement of Declaration of Condominium Property Regime of Poinciana Manor” dated December 2, 1996, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-174225; and

**WHEREAS**, the By-Laws were restated by “Restatement of By-Laws of the Association of Apartment Owners of Poinciana Manor” recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-077138; and

**WHEREAS**, the By-Laws were further restated by “Second Restatement of By-Laws of the Association of Apartment Owners of Poinciana Manor” dated December 2, 1996 (the “Second Restatement of By-Laws”), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-174226; and

**WHEREAS**, the Declaration, as amended, provided for the organization and operation of the Association of Apartment Owners of Poinciana Manor (the “Association”) to operate and manage the Project in accordance with the By-Laws; and

**WHEREAS**, the Association was incorporated on December 2, 1996 under Chapter 415B of the Hawaii Revised Statutes as the Association of Apartment Owners of Poinciana Manor; and

**WHEREAS**, pursuant to HRS Section 514B-108(e), owners of sixty-seven percent (67%) of the common interests of Poinciana Manor have given their written consent to amend the By-Laws as outlined below;

**NOW THEREFORE**, the Second Restatement of By-Laws is hereby amended as follows:

Article V, Section 3, clause (l) of the Second Restatement By-Laws is amended to read as follows:

(1) Animals.

(1) General policy. No non-human animals of any kind shall be allowed or kept in any part of the project except as explicitly authorized herein.

(2) Definition of dog. A dog does not include any of the following breeds of dogs: Pure bred or mixed-breed Rottweilers, Pit Bulls or Doberman pinschers. These breeds of dogs are not allowed at the project.

(3) Number of animals. Unless an animal has been previously grandfathered, an owner or resident of an apartment may have one animal. "Animal" means (a) dog (other than a dog listed in paragraph (2)); (b) cat; (c) bird, or (d) any other small household animal approved by the Board of Directors as set out in the House Rules. A fish tank may not exceed 25 gallons and a fish tank is not considered an animal. A dog shall not weigh over 60 pounds at maturity. Any other animal shall not weigh over 20 pounds at maturity.

(4) Tenants. A tenant shall not have an animal unless (a) authorized in writing by the owner and (b) any authorization is filed with the Resident Manager and the Managing Agent.

(5) Commercial purpose. An animal owner shall not breed, keep, or use animals for any commercial purpose.

(6) Courtyard. Animals are not allowed at any time in the "courtyard." The "courtyard" is defined as the area shown in Map 1, which is attached to this instrument as Exhibit A and incorporated therein by reference, and includes at least (a) the swimming pool area; (b) the bathrooms; (c) both pavilions; (d) the pergola in the center of the courtyard (but not the pergola adjacent the BBQ area); (e) the BBQ area; (f) the children's play area; (g) all vegetation areas as shown in Map 1; (h) the walkways as shown in Map 1; and (i) the koi pond. The Board of Directors, through a house rule, may define other areas of the project where animals shall not be allowed.

(7) Registration of animals. An animal owner shall register any animal with the Resident Manager within 14 days of the date the animal is acquired.

(8) Clean up. An animal owner is responsible for cleaning up after the animal. Failure to clean up after an animal will result in a fine of no less than \$250.00. A second incidence will result in a fine of no less than \$500.00.

(9) Odors. An animal owner shall prevent animal odors from entering the common area or another apartment.

(10) Nuisance or disturbance. The owner of an animal causing a nuisance or unreasonable disturbance may be fined. In addition, any animal causing a nuisance or unreasonable disturbance to any other occupant of the project may be permanently removed

from the project upon notice given by the Board of Directors or the Managing Agent. A nuisance shall include but is not limited to (a) within a one-year period, a second failure of an animal owner to clean up after its animal, (b) within a one-year period, a second failure of an animal owner to prevent animal odors from entering the common area or another apartment, (c) within a one-year period, a second failure of the animal owner to prevent the animal from unreasonable barking or causing noise disturbances to other apartments, (d) having animals with fleas or other bugs which spread to another unit or a common area, and (e) immediately if a dog engages in behavior which shows any sign of a dog being vicious. A dog shall be presumed to be vicious if it engages in any of the following activity, whether or not the dog is on a leash: (a) lunges at others, (b) attacks others or attempts to attack others, or (c) attacks or attempts to attack other animals. If a dog engages in any of the activities listed, the burden of showing by clear and convincing evidence that the dog is not vicious shall be on the owner of the apartment in which the dog resides.

(11) A dog (or any other animal as may be determined on a case-by-case basis by the Board of Directors) is not authorized at Poinciana Manor unless the owner of the apartment in which the dog or other animal resides provides evidence of a current liability insurance coverage of not less than \$1,000,000. In response to a request by the Board of Directors, the owner of the apartment shall produce evidence satisfactory to the Board of Directors of the insurance liability coverage. Upon failure to produce the evidence of adequate insurance liability coverage, the Board of Directors may order immediate removal of a dog or other animal from the project. To protect the assets of the project from a judgment, the Board of Directors may make reasonable upward adjustments (but not reduce) of the amount of liability insurance coverage required.

(12) Animal outside of an apartment. An animal is not allowed out of an apartment unless (a) it is on a leash, (b) is caged or (c) is being hand-carried.

(13) Damage caused by an animal. The owner of an apartment in which an animal is maintained is responsible for any personal injury or other damage to the project caused by the animal. Damage includes but is not limited to damage to any apartment or common area. The owner's responsibility shall include all costs (including hourly employee expense) to correct damage associated

with restoring damaged property to the condition which existed prior to animal damages.

(14) Grandfather provisions. Animals on the grandfathered animal list as it exists on the effective date of this by-law are grandfathered. Upon the death of a grandfathered animal, the owner of the grandfathered animal may replace the animal with another similar animal and continue to do so for as long as the owner of the animal continues to reside at the project.

(15) Construction. This clause shall be construed consistent with (a) the laws of the United States, (b) the laws of the State of Hawaii and (c) the ordinances of the City and County of Honolulu.

The undersigned officers of the Association of Apartment Owners of Poinciana Manor hereby certify that the above amendment was made by the written consent of 67% of the members of the Association.

IN WITNESS WHEREOF, the undersigned have executed these presents as of the 6th day of October, 2011.

ASSOCIATION OF APARTMENT OWNERS OF  
POINCIANA MANOR

By: Marion Douglas

Marion Douglas

Type Name

Its: President

By: Ellen Spence

Ellen Spence

Type Name

Its: Treasurer

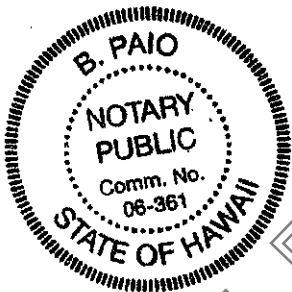
STATE OF HAWAII )

: SS.

CITY & COUNTY OF HONOLULU )

On this 10<sup>th</sup> day of October, 2011, in the First Circuit of the State of Hawaii, before me personally appeared Marion Douglas, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the president of the Association of Apartment Owners of Poinciana Manor, a Hawaii Nonprofit Corporation, that said person executed the foregoing instrument identified or described as "Amendment to the Second Restatement of By-Laws of the Association of Apartment Owners of Poinciana Manor," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated October 6, 2011 and contained 8 pages at the time of this acknowledgment/certification.



B. Paio

Notary Public, State of Hawaii

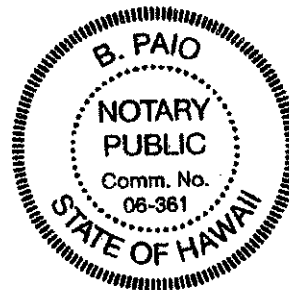
B. Paio

Printed Name of Notary Public

My Commission Expires: June 18, 2014

NOTARY PUBLIC CERTIFICATION

Document Date: 10/6/2011 # pgs: 8  
Notary Name: B. Paio First Circuit  
Doc. Description: Amendment to the Second Restatement of the By-Laws of the Association of Apartment Owners of Poinciana Manor  
B. Paio 10/6/2011  
Notary Signature Date



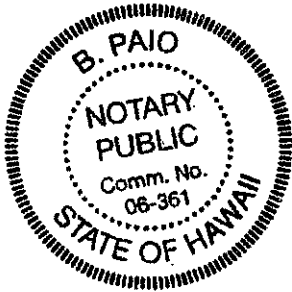
STATE OF HAWAII )

: SS.

CITY & COUNTY OF HONOLULU )

On this 6th day of October, 2011, in the First Circuit of the State of Hawaii, before me personally appeared Ellen Spence, personally known to me or proven to me on the basis of satisfactory evidence, who being duly sworn or affirmed, did say that such person was the treasurer of the Association of Apartment Owners of Poinciana Manor, a Hawaii Nonprofit Corporation, that said person executed the foregoing instrument identified or described as "Amendment to the Second Restatement of By-Laws of the Association of Apartment Owners of Poinciana Manor," as such person's free act and deed on having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated October 6, 2011 and contained 8 pages at the time of this acknowledgment/certification.



Ppaio  
Notary Public, State of Hawaii

B Paio  
Printed Name of Notary Public  
My Commission Expires: June 18, 2014

**NOTARY PUBLIC CERTIFICATION**

Document Date: 10/6/2011 # pgs: 8  
Notary Name: B Paio First Circuit  
Doc. Description: Amendment to the Second Restatement of the By-Laws of the Association of Apartment Owners of Poinciana Manor  
Ppaio 10/6/2011  
Notary Signature Date

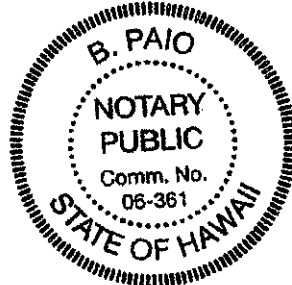


EXHIBIT A

Map 1

