

HLU Committee

From: Kai Nishiki <kai.nishiki@gmail.com>
Sent: Wednesday, July 1, 2026 2:29 PM
To: HLU Committee
Subject: HLU Reso 26-110/111
Attachments: H3H4 Upzoning Proposal testimony.pdf

[You don't often get email from kai.nishiki@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Written testimony:

Paki Maui 20 ft wide sinkholes:



Hale Mahina failing seawall and multiple sinkholes:



Maui Eldorado beach club:



Testimony to Maui County Council HLU Committee 7/1/2026

Aloha Chair and Councilmembers,

My name is Kai Nishiki. I'm testifying in my personal capacity, but I've also served as a resource to the Bill 9 Temporary Investigative Group, am the former Chair of the West Maui Community Plan Advisory Committee, a member of a working group during the Maui Planning Commission review of the new shoreline and SMA rules, and I've worked with the County on hazard mitigation planning. I offer this testimony in that spirit, as a resource.

As the Council considers what may be the largest County-initiated zoning change/community plan amendment in Maui's history, it's important to recall *why* H3H4 zoning was adopted.

The TIG explicitly cited concerns about long-term impacts to County revenue, including RPT, GET, TAT, and tourism - and discussed ways to mitigate potential financial losses. The TIG also noted that properties located in the Sea Level Rise Exposure Area, or SLR-XA, would *not* produce long-term housing for residents.

That statement alone should give us pause.

If one of the Council's goal is to protect the County's long-term revenue stream, which is fundamentally tied to a healthy coastal ecosystem, then we must evaluate properties being proposed into the H3H4 zoning holistically, with climate risk front and center - because we all understand here on Maui, our environment is our economy.

Without amendments or safeguards, this proposal risks increasing property values, mostly for offshore owners, without addressing the very real and escalating risk of aging structures on eroding shorelines. It also incentivizes continued investment in failing, end of useful life structures and seawalls that contribute to beach loss and coastal ecosystem degradation.

And that raises a fundamental fiscal question:

Who is left holding the bag when investors bail out on risky end-of-life shoreline properties built in the 1970s?

Investors always look to maximize profits when they exit and sell.

It's reckless and irresponsible to encourage increased investment in known hazard areas, all while expecting FEMA and U.S. taxpayers to bail them out when the inevitable happens.

As former FEMA Administrator Craig Fugate has said, "...maybe it will start a more meaningful discussion on the policy side. What is the proper balance between you as a federal taxpayer subsidizing states that are building in high hazard coastal areas, that are profiting from that development, but you're basically their insurance policy."

The County's own 2025 Hazard Mitigation Plan warns that coastal erosion leads to declining property values, impacts the tax base, and increases public costs as shorelines move inland. West Maui already leads the County in buildings located within coastal erosion hazard areas.

What is the ultimate real estate mantra?

Location, location, location - which emphasizes that where a property is situated is the most crucial factor for its value, investment potential, and desirability, outweighing even the unit's condition or features because you can change the unit but not the land it's on.

What factors drive value up? Permanence - A great location offers stability and slower depreciation. Prime spots attract more buyers commanding higher prices and pricier rentals yield more value.

Let's look a bit closer at the location of a number of proposed properties looking to transition into H3H4 zoning.

Per the May 22, 2025 planning dept memo, 43 project properties on the Minatoya list, with a total of 2440 units appear to be affected by the 3.2 sea level rise exposure area.

From the County of Maui 2025 Hazard Mitigation Plan, "Coastal erosion may cause beachfront property values to decline, as the beach is lost and the building becomes at risk of flooding or structural damage. Declining property values may impact the county's tax base." "Additionally, the County may need to allocate increasing amounts of funding... as the shoreline moves inland."

The County of Maui has an estimated \$1.2 Billion in replacement cost value of buildings in the Coastal erosion hazard area, and West Maui leads with 162 out of 366 buildings by Community plan area. West Maui also has the highest number of residential and commercial buildings in this hazard zone.

Coastal erosion and sea level rise are already impacting most of these aging properties and within one generation, by 2100 we will likely experience the full catastrophic impacts. This is an existential problem, not to be ignored.

Sea level rise is not a distant forecast, it is happening now. Within the lifespan of this zoning, many of these properties will face increased coastal erosion, repeated emergency repairs, insurance challenges, and pressure for shoreline hardening.

But there *is* good news.

Maui has an opportunity to learn from and correct mistakes and put guardrails in place by aligning zoning with adaptation pathways, planning for strategic relocation, creating funding opportunities, and requiring shoreline property owners to partner with our community and take responsibility for stewarding public trust resources.

With great privilege comes great kuleana.

Dr. Chip Fletcher, during his presentation to the Maui County Council, "It's almost a scientific law at this point, that we need to get away from the shoreline, that we need to back away from the shoreline, for the safety of our people, for the safety of our infrastructure and our investments, and to allow the shoreline environment to recover."

In 1972, the U.S. Congress adopted the Coastal Zone Management Act which instituted national policies regarding the preservation, protection and restoration of the natural resources within the coastal zone and required states to establish Coastal Zone Management Plans.

The Hawaii State Legislature implemented a state coastal zone management regime with the objective that state actions within the coastal zone give "full consideration to ecological, cultural, historic, esthetic, recreational, scenic, and open space values, and coastal hazards, as well as to needs for economic development." (Hawaii Revised Statutes {205A-4})

In addition to the Coastal Zone Management framework, the Hawaii State Legislature established "special management areas" within the shoreline of the coastal zone "to avoid permanent losses of valuable resources and the foreclosure of management options, and to ensure that adequate access, by dedication or other means, to public owned or used beaches, recreation areas, and natural reserves is provided." (Hawaii Revised Statutes {205A-21})

In Maui County, the Planning Commissions are the designated authority for the special management areas. The Commission is a volunteer board.

So, my request today is simple and constructive:

Carefully consider that the proposed Council initiated Change In Zoning(CIZ), which also includes a Community Plan Amendment(CPA) component, could circumvent important environmental review, coastal protections, Ka Pa'akai analysis, and stringent thresholds for approval that should be required, given the coastal location of over 2000 units and that many of these structures were built prior to enacting our coastal zone management laws and significant impacts of climate collapse, sea level rise, and increasing frequency and intensity of storms and hazards. Properties within the SMA and shoreline should be required to comply with all the studies, standards and processes for an applicant initiated CIZ/CPA including doing a EIS, Ka Pa'akai analysis, shoreline survey and certification, and be required to provide shoreline access and parking. We must, as many members of this council have stated, "correct mistakes of the past" and this includes prioritizing and protecting our coastlines over private property.

This Council initiated process also puts an incredible amount of added responsibility upon our already understaffed County of Maui Planning Department to do the work usually required of applicants. Primarily the benefits of this proposal are for the private property owners and they should be required to do the work and prove that they are worthy of stewarding our priceless coastal public trust resources.

In addition, the Maui Planning Commission, tasked with Coastal Zone Management authority for the County of Maui, who are all volunteers, should be provided adequate and complete information regarding the current state of the property, including extensive history of environmental impacts, assessments, repairs, sinkholes and background on all the properties located within the shoreline and SMA area.

The plans, policies and management actions we take today will decide whether we have a healthy coastal ecosystem and beaches for our keiki or our shorelines become fields of sandbags, broken seawalls, and collapsed buildings.

I've submitted detailed written testimony with proposed questions and policy considerations for your review, and I'm available to work collaboratively on solutions.

Mahalo for the opportunity to testify.

~Kai Nishiki

Proposed Questions for County of Maui Departments

County of Maui CZM presentations regarding our shorelines often lead with the question, “What do we want our shorelines to look like in the future?” as State and County policies, land use, etc should then support what we want our shorelines to look like. Should the County Council and planning commissions contemplate this as part of the discussions on H3H4 and any accompanying legislation regarding properties located within the SLRXA?

Provide thoughts on proposed H3H4 - SLRXA/SMA/Flood zone/shoreline parcels required to:

- provide shoreline access
- shoreline access parking
- structural integrity assessments,
- a hazard mitigation plan,
- require shoreline certification to determine accurate property lines as shoreline has likely migrated landward significantly(which requires submittal of proposed shoreline AND ALSO resolving any encroachments)

First right of refusal for County or State to purchase SLRXA properties with the idea that County own units with some financial potential left until demise?

Restrictions on H3H4 rebuilding in SLRXA to support landward migration of our beaches

Finance and Planning should:

- provide the Council a list of proposed properties based on legally defensible criteria and with consistent application.
- provide financials on the upzoning benefits to public and private property owners.
- Provide comments on how policy or actions taken by the County that significantly increases property values and entitlements must have corresponding public benefit (must be long term and reliable)

Dept of Planning and CZM - please provide a detailed and comprehensive analysis and history on each SLRXA/flood zone affected shoreline properties including history of development approvals, year approved, environmental review(if any), history of shoreline protection(was a permitted and professionally designed seawall installed or was it a retaining wall/landscape feature that was later repaired etc)

What can the County and property owners expect now and into the future, with estimated timelines on these parcels?

Long-Term Viability & Risk Disclosure

Based on best available science (SLR-XA, erosion rates, storm surge, groundwater rise), **what is the estimated remaining functional lifespan** of shoreline properties located in SLRXA:

- Full exposure
- Very significant exposure
- Significant exposure zones?

At what **sea level rise thresholds** do these parcels:

- Lose shoreline access?
- Request emergency shoreline protection?
- Become unsafe for habitation?
- Trigger abandonment or demolition?

Has the County evaluated whether incentivizing long-term residential investment in shoreline parcels **conflicts with the County's Hazard Mitigation Plan, Floodplain Management Program, and post-disaster recovery policies and programs such as Hookumu hou which provides up to \$600K to folks to purchase non flood zone properties.**

Has the County evaluated whether encouraging long-term residential or vacation rental investment in these parcels **conflicts with the County's Hazard Mitigation Plan, Floodplain Management Program, and post-disaster recovery policies?**

Dept of Public Works, Department of Water Supply and Dept Environmental Management:

Given the increased water usage by short term rentals:

Should installations of potable water submeters for each unit, as discussed in a recent Council committee, be required for H3H4 properties?

Does the County intend to provide offsite infrastructure for recycled water to H3H4 properties, and if so, which ones and when? Should H3H4 properties be required to upgrade their onsite recycled water infrastructure as part of approval process in order to facilitate reduction in potable water use and conservation measures. Since the offsite recycled water infrastructure is paid for by taxpayers and adds value to properties, what is the community benefit or land value capture component?

Dept of O'iwi Resources : Shoreline properties - What impacts to natural and cultural resources? What impacts to traditional and customary practices? Should a Kapa'akai analysis be required of all H3/H4 properties and what mitigation measures are acceptable?

Fiscal Responsibility & County Liability

What is the **projected trajectory of County tax revenue** from SLR-XA shoreline properties over the next:

- 10 years
 - 25 years
 - 50 years
- when adjusted for SLR-driven devaluation, insurance loss, infrastructure damage, and disaster response costs?

At what point do these properties transition from being **revenue generators to unfunded liabilities** for the County?

What is the County's **financial exposure** if:

- Emergency cleanups are required,
- Roads, utilities, or shoreline access must be repeatedly repaired,
- FEMA coverage or federal climate funding is reduced or eliminated?

Will the proposed action provide property owners yet additional government approvals of development in hazard prone areas and be used as justification for repairs to existing and new applications for shoreline hardening?

Environmental Review & Public Trust Obligations

Should **environmental review (EA/EIS)** be waived for Council-initiated zoning changes that also require community plan amendments on shoreline parcels originally developed **before the Hawai'i Coastal Zone Management Act (1977)**? Why or why not? Should it be required on SLRXA/Flood zone properties as a requirement for H3H4 zoning?

How does waiving environmental review align with the County's obligation to:

- Protect public trust resources,
- Support natural shoreline processes,
- Avoid incremental shoreline hardening?

What are the **cumulative impacts** of allowing/encouraging redevelopment or reinvestment in multiple SLR-XA shoreline parcels under H3/H4 zoning?

Shoreline Management & Adaptation Pathways

What is the County's **intended objective** for shoreline parcels:

- Continued occupation?
- Eventual retreat?
- Public acquisition and restoration?

If retreat is the eventual outcome, **who pays**, and **when does planning begin**?

Has CZM evaluated whether H3/H4 zoning will:

- Increase reliance on seawalls, revetments, sandbags, groins, or offshore sand mining?
- Undermine the intention of Act 16's prohibition on shoreline hardening for private property?

- Encourage investment, provide false sense of security and increase expectations of investors

Equity, Housing, and Consumer Protection

How does H3H4 proposal assist the County in protecting **local families** from:

- Purchasing units that cannot be insured,
- Facing massive deferred maintenance and special assessments,
- Being financially trapped in properties with declining habitability?

Could this proposal negatively affect the ability of a buyback program by County, State or land trust of imperiled shoreline property at a hazard adjusted residual value and then utilized for interim/mid-term residential housing for a limited time occupancy?

Does incentivizing **resident investment in hazard zones** as a default housing strategy encourage continued investment into hazard prone areas?

Does H3H4 upzoning encourage more investment by the vacation rental industry and investors into risky hazard zones? Is this wise?

Should the County consider **full hazard and retreat disclosure** to prospective buyers and lenders for H3/H4 properties(and others) located in the SLRXA?

Process, Transparency & Governance

What would be some suggested bills and or requirements for inclusion in H3H4 to address SLRXA affected shoreline parcels to support the landward migration of our shorelines, protect and support a healthy coastal ecosystem, responsible long term planning and long term impacts to County revenue?

What legislation is **being contemplated but not yet disclosed** that may later apply to H3/H4 properties (e.g., Coastal Kuleana Fee, retreat mandates)?

Please have **coastal science and CZM experts formally present** to the Council in committee as former Planning Director Blystone committed to during previous discussions.

Additionally, Dept of Oihi Resources should evaluate impacts

“ The health of natural landscapes is closely tied to Native Hawaiian cultural identity and heritage, and changes to these landscapes can disrupt cultural connections and practices.” - COM2025 HMP

Shoreline access and parking for shoreline access should be evaluated as conduits for cultural practices. Should a Ka Pa’akai analysis be required?

Should all related legislation be vetted **together**, with full disclosure to potential applicants for H3H4 zoning rather than in a piecemeal fashion that risks unintended consequences similar to the Minatoya Opinion?

HLU Committee

From: County Clerk
Sent: Wednesday, July 1, 2026 10:13 AM
To: HLU Committee
Subject: Fw: Add Maui Kamaole (all phases) to HLU-19 Reso 26-111 RESOLUTION 26-111 or Resolution 26-110

From: Brandon Harris <bharris3880@gmail.com>
Sent: Wednesday, July 1, 2026 10:04 AM
To: County Clerk <County.Clerk@mauicounty.us>
Cc: Alice L. Lee <Alice.Lee@mauicounty.us>; Yukilei Sugimura <Yukilei.Sugimura@mauicounty.us>; Thomas M. Cook <Thomas.Cook@mauicounty.us>; Gabe Johnson <Gabe.Johnson@mauicounty.us>; Tamara A. Paltin <Tamara.Paltin@mauicounty.us>; Keani N. Rawlins <Keani.Rawlins@mauicounty.us>; Shane M. Sinenci <Shane.Sinenci@mauicounty.us>; Nohe M. Uu-Hodgins <Nohe.Uu-Hodgins@mauicounty.us>; K. Kauanoë Batangan <k.kauanoë.batangan@mauicounty.us>
Subject: Add Maui Kamaole (all phases) to HLU-19 Reso 26-111 RESOLUTION 26-111 or Resolution 26-110

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I support the two resolutions . I respectfully request that you add all phases of Maui Kamaole to one of the resolutions. Maui Kamaole is right next door to Maui Hill. In addition, Maui Kamaole operates much like other properties on the list for these resolutions (registration/front desk, on site full time maintenance, landscape, general manager and assistants).

Thank you

Brandon Harris
Sent from my iPhone

HLU Committee

From: David Denecke <davidrdenecke@gmail.com>
Sent: Wednesday, July 1, 2026 9:48 AM
To: HLU Committee
Subject: Ke Nani Kai, Molokai: Resolution 26-110 and 26-111 to amend Kehei MaKena Community Plan

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To Chariperson Nohelani U'u Hodgkins.

I am a resident of Ke Nani Kai, Island of Molokai. I am writing to provide some important information to you about Ke Nani Kai; specifically why Ke Nani Kai is and always has been operated as a Condominium Resort Hotel and therefore should be included in your list of A-1 zoned properties on Molokai to be re-zoned H-3. Some important back ground about Ke Nani Kai is as follows:

1. Origins: Ke Nani Kai was built in about 1981 as part of the Kalua Koi Resort master plan development on the West end of Molokai. It consists of 120 condominiums, 1 and 2 bedrooms, in 7 two story buildings sitting on about 14.4 acres. The resort includes a swimming pool, tennis and pickleball courts, BBQs and is connected with the beach front by both private road and pathways.
2. Rental Operations: KNK is operated as a rental resort. All 120 units are allowed to rent, though there is no central rental front desk (it was discontinued recently when electronic reservations, electronic access keys and online check-in became the norm) ..KNK sits next door to Kepuhi Beach Resort and Paniolo Hale, the only other two Condominium resorts in West Molokai. Both Kepuhi Beach Resort and Paniolo Hale are zoned H-1 and operate in essentially the same way as KNK: Owners individually rent their units as they choose through word of mouth, online hotel and vacation rental sites and social media.
KNK rental guests must check in with the manager and receive an access amenity code for swimming pool and tennis court access. Unit keys are handled by the owners or by owners' on-island representatives. All owners must have a designated on-island representatives.
3. Governing Documents: Ke Nani Kai has continuously operated as a vacation rental resort since the beginning. In fact the Declaration Of Condominium Property Regime forming KNK states that owners have the absolute right to rent their units "on a daily, weekly , monthly or other basis".
4. Maui County recognition of KNK status: Since the beginning Maui County has recognized KNK as a rental resort. Even before the Minatoya list Maui County always treated and referred to KNK as a resort rental property. Maui County has always levied and collected property taxes on Ke Nani Kai units as short term rentals. All KNK units are classified as " SVR-STRH (short term rental)". The only exception is for owner's who have received from Maui County "OWNER OCCUPIED" tax classification. Only about 10% of KNK units have the "OWNER OCCUPIED" tax classification. About 90 % are SVR-STRH (short term rental).
5. Management. Ke Nani Kai is managed by an onsite manager, hired by the Board. The manager reports to the Board of Directors and the Board is elected from among the owners of KNK. KNK employs

anywhere from 4-7 other employees who take care of the grounds, landscaping and building and common area maintenance. KNK does not contract for any facility services other than garbage.

6. Time Share: At the moment KNK has 6 units owned as time share units: owned collectively by one time share entity. There are approximately 350 time share owners involved. Time share units are also rented on the same general terms as other KNK units. .

7. KNK Unit Costs . KNK does not keep a running list of how much owners' units buy and sell for. Generally, in the last several years it appears from some records that Ke Nani Kai units sell for an average of about \$300,000. In addition, the cost of ownership is significant: monthly fees are in the range of over \$1000/month and Maui taxes as SVR-STRH are \$13 per \$1000 of valuation.

Respectfully;
David Denecke

HLU Committee

From: Richard Smith <smith5744@outlook.com>
Sent: Wednesday, July 1, 2026 9:12 AM
To: HLU Committee
Cc: Richard Smith
Subject: Written Testimony in Favor of Bill 88 and Resolutions 110 and 111

[You don't often get email from smith5744@outlook.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear HLU Committee Members,

We're very supportive of Resolutions 110 and 111! Our property at Maalaea Kai, like many others built in the 1970s, has always been designed for transient vacation rentals. From the beginning, our complex has served as a Transient Vacation Rental, both owner-occupied and HUI (multi-owner) occupied, as well as vacation homes and long-term rentals. As ownership and use evolve, we believe our entire complex should continue to include Transient Vacation Rental as one of its uses, regardless of its current purpose. Visitors to our Transient Vacation Rentals know they're renting from homeowners in a home setting and understand the nature of these properties which provides options and opportunities for a segment of travelers who might otherwise miss out on visiting a paradise like Maui.

Thank you for considering Maui's housing challenges thoughtfully and recognizing the positive that Transient Vacation Rentals offer.

Respectfully,
Richard Smith
Maalaea Kai

HLU Committee

From: walter smith <wrsbmrs@gmail.com>
Sent: Wednesday, July 1, 2026 8:38 AM
To: HLU Committee
Subject: Support Bill 88 and Resolution 26-110 as written

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HLU Committee

From: Rosanne Bell <rosanneb4@yahoo.com>
Sent: Wednesday, July 1, 2026 7:35 AM
To: HLU Committee
Subject: Support for Bill 88 / Resolution 26-110 — HLU-18 Hearing

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Rosanne & Paul Bell

July 1, 2026

Housing and Land Use Committee
Maui County Council

**Re: Support for Bill 88 / Resolution 26-110 — HLU-18 Hearing, July 1, 2026
Amending the Kihei-Makena Community Plan and West Maui Community Plan; Change of
Zoning for Timeshare, Leasehold, and Other Properties in the A-1 and A-2 Apartment
Districts**

Dear Committee Chair U‘u-Hodgins, Vice-Chair Batangan, and Members of the Housing and Land Use Committee:

As a condo owner at Maui Sunset, we respectfully submit this letter in support of Bill 88 and Resolution 26-110, which are scheduled for hearing before this Committee on July 1, 2026. Maui Sunset is a 225-unit beachfront condominium community located at 1032 South Kihei Road in Kihei, within the Kihei-Makena Community Plan area. We write to offer our perspective with a long-established mixed-use residential property that reflects precisely the kind of diverse apartment district operation that this legislation is intended to address.

Our Property Reflects the Diversity of Apartment District Use

Maui Sunset encompasses a wide range of residential and visitor accommodation uses operating within this community. The 225 units include timeshare owners, short-term vacation rental operators, long-term rental units, and full-time owner-occupants. This diversity of use is not incidental, it has been the operational reality of our community for decades, and it reflects the broader character of the Kihei beachfront apartment district. We are, in every meaningful sense, a mixed residential and visitor accommodation community whose operational model does not fit neatly into a single-use zoning category.

We Operate as a Full-Service Hospitality and Residential Community

Unlike a passive rental complex, Maui Sunset maintains a robust, professional operational infrastructure that serves both our resident owners and our visiting guests seven days a week. Specifically:

- We employ **full-time maintenance, grounds and landscaping, and pool maintenance staff** who maintain the property to the standard expected of a beachfront visitor destination and a quality residential community.
- We are staffed by a **full-time Resident Manager** who oversees daily operations, owner relations, contractor coordination, and regulatory compliance.
- We maintain a **reservation desk operating seven days a week**, providing the guest services infrastructure consistent with the visitor accommodation uses that have long been permitted on this property.
- We employ **security staff** who handle off-hours check-ins and provide around-the-clock coverage for the safety and security of our guests, owners, and residents.

This level of staffing and operational commitment reflects the reality that Maui Sunset functions as more than a standard apartment complex. It is a professionally managed community that supports local employment and provides essential visitor infrastructure along one of South Maui's most valued beachfront corridors.

Bill 88 and Resolution 26-110 Provide a Necessary and Equitable Path Forward

Bill 88 establishes the H-3 and H-4 hotel zoning districts to provide a transition pathway for properties that have operated with transient vacation rentals as a grandfathered permitted use. Resolution 26-110 specifically targets timeshare, leasehold, and other properties in the A-1 and A-2 apartment districts, the precise categories represented within our community.

We support this legislation because it recognizes the operational and economic realities of properties like Maui Sunset. A blanket phase-out of visitor accommodation uses, without a viable rezoning pathway, would cause significant harm, not only to individual unit owners who have invested in good faith, but to the full-time employees whose livelihoods depend on continued operations, and to the broader South Maui visitor economy.

The TIG identified properties with high concentrations of timeshare units, leasehold interests, and units priced beyond the reach of local residents as prime candidates for the H-3/H-4 zoning pathway, criteria directly applicable to a beachfront property of Maui Sunset's nature and location.

Conclusion

We urge this Committee and the full Maui County Council to support Bill 88 and advance Resolution 26-110 through the Maui Planning Commission. We stand ready to participate constructively in the rezoning process and to provide any additional documentation regarding our operations, staffing, and mixed-use profile that would assist the Planning Commission in its review.

Thank you for your consideration of our position and for your continued commitment to finding workable solutions for the communities most directly affected by this transition.

Respectfully submitted,

Rosanne & Paul Bell

Maui Sunset 1032 South Kihei Road
Kihei, Maui, Hawaii 96753

HLU Committee

From: Mary Donlevy <marydonlevy@gmail.com>
Sent: Wednesday, July 1, 2026 6:28 AM
To: HLU Committee
Subject: Hotel Zoning resolutions

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Aloha Commission Members:

I write to support passage of both resolutions in order to allow Hotel Zones to be created.

I firmly believe that this is in the best economic interest of Maui County. Having only large and very expensive hotels allowed for tourists in Maui will result in many small businesses closing. Restaurants, tourist attractions and souvenir shops will have great difficulty surviving if only the very rich are allowed to stay on Maui . Many jobs will be lost .

Mahalo for your attention to this matter
Mary Donlevy
Kihei

HLU Committee

From: David Denecke <davidrdenecke@gmail.com>
Sent: Wednesday, July 1, 2026 5:32 AM
To: HLU Committee
Subject: Resolution 26-110 and 26-111 to amend Kehei MaKena Community Plan

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Respectfully;
David Denecke

HLU Committee

From: Vicki Lerner <vjlerner@gmail.com>
Sent: Tuesday, June 30, 2026 8:53 PM
To: HLU Committee
Subject: information pertaining to resolution 26-110; Luana Kai residential condominium 940 S. Kihei Road
Attachments: Luana Kai declarations.pdf

You don't often get email from vjlerner@gmail.com. [Learn why this is important](#)

Aloha Housing and Land Use Committee members,

Thank you for your discussion on this important matter.

I have attached copies of the cover of Luana Kai's Declaration and page 8 paragraph 13 entitled "Purpose and Use" within. This paragraph has never been amended to my knowledge. I purchased unit A-106 in 1994, continue to own it, and make long-term residential use of my apartment.

I share this because while I recognize that Luana Kai is not included on the initial list of South Maui properties for consideration for this rezoning, there have been individuals associated with Luana Kai who lobbied at previous council meetings in favor of continued short-term transient accommodations at this property, even though the property was always intended to be for residential use. There may be exceptions of which I am unaware, but as long as I have owned A-106, the Directors have been out of state residents.

Thank you,
Vicki Lerner

LUANA KAI

"Living in comfort and ease by the sea," on the white sand beach at Kihei

CONDOMINIUM DOCUMENTS

10.0 Managing Agent; Service of Process. Operation of the Project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association in accordance with the By-Laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. Until the Managing Agent shall be appointed, Aaron M. Chaney, Inc., whose mailing address is Suite 127, 666 Front Street, Lahaina, Maui, Hawaii, 16761, is hereby authorized to receive said service of legal process.

11.0 Compliance with Declaration and By-Laws. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the Project, shall be bound by and comply strictly with the provisions of this Declaration, the By-Laws, the House Rules, and all agreements, decisions and determinations of the Association lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board of Directors, or Managing Agent on behalf of the Association of Directors, or Managing Agent on behalf of the Association or, in a proper case, by an aggravated apartment owner, or by the Fee Owner.

12.0 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provisions had never been included therein.

13.0 Purpose and Use. The apartments shall be occupied and used only as residence dwellings by the respective owners thereof, their tenants, families, guests and domestic servants and for no other purpose. In addition to and without limitation of the foregoing:

(a) Spaces designated for the parking of motor vehicles shall be used solely for such purposes, in accordance with such reasonable regulations as shall be established by the Board of Directors from time to time.

(b) No owner of an apartment shall do, or suffer or permit to be done, anything in any apartment which would impair the soundness or safety of the Project, or which would increase the rate or result in the cancellation of insurance applicable to the Project, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other apartments, or which would require any alteration of or addition to any of the common elements which would fail to comply with any applicable law or regulation, or which would otherwise be in violation of law.

HLU Committee

From: Brian Noble <mkmanager@icloud.com>
Sent: Tuesday, June 30, 2026 7:43 PM
To: HLU Committee
Subject: Maui Kamaole submission to Housing and Land Use Committee
Attachments: Maui Kamaole Submission to Housing and Land Use Committee.pdf

You don't often get email from mkmanager@icloud.com. [Learn why this is important](#)

Aloha,

Please see the attached letter for the HLU Committee.

Thank you very much for all of your hard work!

ASSOCIATION OF APARTMENT OWNERS OF MAUI KAMAOLE
2777 South Kihei Road
Kihei, Hawai'i 96753

Via electronic submission

Maui County Council
Housing and Land Use Committee
Kalan O Maui Building, 8th Floor
200 S. High Street
Wailuku, HI 96793

Attn: Hon Nohelani U'u-Hodgins, Committee Chair
Hon. Kauanoë Batangan, Committee Vice-Chair

RE: Resolution 26-110 and Resolution 26-111; Maui Kamaole, 2777 South Kihei Road, Kihei, Hawai'i

Dear Committee Chair U'u-Hodgins, Vice-Chair Batangan, and members of the Housing and Land Use Committee,

The Association of Apartment Owners of Maui Kamaole ("Maui Kamaole") writes in support of Resolutions 26-110 and 26-111 that will come before the committee on July 1, 2026 and respectfully requests that Maui Kamaole be added to the list of properties to be rezoned H3 or H4 pursuant to either of the above resolutions, or included in a similar resolution that may be introduced and referred to your committee.

Maui Kamaole has traditionally operated as a hotel resort property since its inception. We have two full time employees operating our front desk that is monitored 24 hours a day. We have 5 full time building maintenance employees, 8 full time landscapers, a security team, and a general manager to oversee all operations. We offer our employees a very competitive wage and benefits package. The average length of employment is 10 years or more. Our property is a 23-acre resort with 316 condominiums designed to mimic a Wailea resort. Each unit is equipped with a washer/dryer and comes with a single deeded parking stall. Our property offers 2 swimming pools, 2 spas, 2 tennis courts, and BBQ areas at each building. For these reasons and qualifications, we feel that Maui Kamaole should be included in the H3/H4 re-zoning.

Thank you very much for your time and consideration. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Joseph Guy Demers

Board of Directors President, Maui Kamaole

mkmanager@icloud.com

HLU Committee

From: King Family <kingfamily2062@yahoo.com>
Sent: Tuesday, June 30, 2026 6:45 PM
To: HLU Committee
Subject: Amendment 26-110

[You don't often get email from kingfamily2062@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Aloha Chair and Members of the Council,

As owners a unit at Noelani, we join our Board of Directors and respectfully ask for your support in including Noelani in Amendment 26-110.

Since 1974 Noelani has not simply been a vacation rental property. It is a long-established part of the West Maui community; we feel it every time we are on island. It has welcomed visitors for over 50 years, supporting local restaurants, shops, small businesses, and the families who depend on Maui's visitor industry.

Noelani is special, it has made us feel so connected to the island in many ways. It's a small, direct oceanfront community that has always taken pride in being a good neighbor. We invest not only in maintaining the property but also in supporting the surrounding community.

My wife and I were on island when the fires broke out, when Noelani was without power for a couple hours we drove to the other side of the island to shop and get some lunch. When driving back we got stuck on the bypass where we watched in disbelief as the fire jumped the road. We spent the next 3 nights in our 4Runner in the Target parking lot desperately trying to contact Lori (property manager at Noelani whom we feel is like our extended family) praying for her and her family's safety. When Lori finally got a signal, she asked us to bring any supplies we could. We immediately went to Costco loaded up and headed to the back route hoping to be let through. We and others we were met and guided along by the incredible residents that live off Kahekili Hwy. Ultimately, we made it back and Lori directed us where to go drop off the supplies.

Noelani reflects the values that have helped make West Maui a special place. Many of our guests return year after year, creating lasting relationships with local businesses and becoming part of the fabric of our community.

Including Noelani in Amendment 26-110 recognizes these contributions. We have on site staff, a full-time maintenance crew and a stand-alone front office. In addition, our maintenance fees are as much as \$3,200 a month and assessed values have reached over \$2,000,000. We understand the importance of addressing Maui's housing needs, and we support thoughtful solutions that strengthen our community. We respectfully believe those solutions can coexist with preserving properties like Noelani.

Thank you,
Todd and Shareen King.

HLU Committee

From: Michael Krupnick <moweemike808@icloud.com>
Sent: Tuesday, June 30, 2026 5:09 PM
To: HLU Committee
Subject: Noelani 26-110
Attachments: Aloha Chair and Members of the Council.docx

[You don't often get email from moweemike808@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Sent from my iPhone

Aloha Chair and Members of the Council,

As an owner at Noelani, we join our Board of Directors and respectfully ask for your support in including Noelani in Amendment 26-110.

Noelani is not simply a vacation rental property. It is a long-established part of the West Maui community. For decades, it has welcomed visitors who return year after year, supporting local restaurants, shops, activity providers, small businesses, and the families who depend on Maui's visitor industry.

What makes Noelani unique is its character. It is a small, well-maintained oceanfront community that has always taken pride in being a respectful neighbor. Our owners invest not only in maintaining the property but also in supporting the surrounding community. We hire local employees, work with local contractors and vendors, contribute to charitable and community efforts, and take seriously our responsibility to be good stewards of both our property and our neighborhood.

Noelani reflects the values that have helped make West Maui a special place. Many of our guests return year after year, creating lasting relationships with local businesses and becoming part of the fabric of our community.

Including Noelani in Amendment 26-110 recognizes these contributions. We have on site staff, a full-time maintenance crew and a welcoming front desk. In addition, our maintenance fees are as much as \$3,200 a month and assessed values have reached over \$2,000,000. We understand the importance of addressing Maui's housing needs, and we support thoughtful solutions that strengthen our community. We respectfully believe those solutions can coexist with preserving properties like Noelani.

For these reasons, we respectfully ask that Noelani be included in Amendment 26-110. We believe its history of vacation rental; its character and its responsible stewardship to the West Maui community make it deserving of inclusion.

HLU Committee

From: Eve Hogan <eve.hogan@icloud.com>
Sent: Tuesday, June 30, 2026 3:00 PM
To: Nohe M. Uu-Hodgins
Cc: Thomas M. Cook; HLU Committee; Leslie Mackenzie Smith
Subject: Testimony for Reso 26-110

You don't often get email from eve.hogan@icloud.com. [Learn why this is important](#)

Aloha Chair and Council Members,

We respectfully submit this testimony in support of Resolution 26-110 on our own behalf as owners in Ma'alaia and members of the Ma'alaia Village Association.

First, thank you for your hard work and for following through on your commitment to create appropriate "like-for-like" zoning for these long-established uses. We urge you to support Resolution 26-110 as proposed. We understand that this is the first step, that in the next Resolution to be drafted by the LUC, other properties in Ma'alaia, including Island Sands, will be included.

The Temporary Investigative Group already devoted months to researching these properties and identifying those appropriate for H-3/H-4 "like-for-like" zoning. We ask that you trust that thoughtful and deliberate process.

Ma'alaia Village was not developed as a traditional residential community. It has no schools, grocery store, post office, police station, neighborhood commercial center, or other infrastructure typically associated with permanent residential neighborhoods.

Visitor accommodations have been part of Ma'alaia's history for well over a century, dating back to the late 1800s. These condominium properties themselves have served visitors for approximately half a century.

H-3/H-4 zoning simply recognizes long-established land use. It does not create new hotels or expand visitor accommodations. It provides appropriate "like-for-like" zoning for properties that have functioned as visitor accommodations for generations.

We respectfully ask you to adopt Resolution 26-110 as presented so the committee can continue its work to address the harmful impacts created by Bill 9.

Mahalo for your thoughtful consideration.

Eve Hogan, Steve Hogan, Leslie Mackenzie-Smith

HLU Committee

From: Laurie <noelanisitemanager@gmail.com>
Sent: Tuesday, June 30, 2026 1:57 PM
To: HLU Committee
Subject: Noelani Amendment 26-110
Attachments: 26-110.docx

You don't often get email from noelanisitemanager@gmail.com. [Learn why this is important](#)

Please see attached document

Re: Support for Amendment 26-11-0 – Inclusion of Noelani on the Master List

Aloha Chair and Honorable Council Members,

My name is Laurie Fifita, Site manager Noelani, and I respectfully submit this testimony in strong support of **Amendment 26-11-0**, specifically requesting that **Noelani** be included on the master list of properties covered under this amendment.

Noelani has operated as a visitor accommodation for decades and has long been an important part of Maui's visitor industry. Our owners purchased their units with the understanding that short-term vacation rental use was lawful and supported by County policy. Many have invested their life savings and retirement funds into these properties, relying on the ability to continue operating legally.

The uncertainty surrounding the future of Noelani has created significant financial and emotional hardship. Owners are faced with difficult questions every day: Will we still have the ability to rent our units? Will we lose the income needed to pay mortgages, insurance, maintenance fees, and property taxes? Some are even questioning whether they will have to leave Maui or seek employment elsewhere simply to support their families.

The impacts extend beyond individual owners. Noelani supports housekeepers, maintenance workers, landscapers, contractors, property managers, local restaurants, activity providers, retail businesses, and countless other small businesses that depend on visitor spending. Removing Noelani from the eligible list would have consequences that ripple throughout the West Maui economy.

Including Noelani in Amendment 26-11-0 provides fairness and consistency with other similarly situated properties. It recognizes the property's long-standing history as visitor accommodations while preserving jobs, protecting investments, and supporting Maui's economic recovery.

I respectfully ask the Council to approve Amendment 26-11-0 and include Noelani on the master list. This action will provide much-needed certainty for owners, employees, local businesses, and the families whose livelihoods depend on responsible visitor accommodations.

Thank you for your time, your thoughtful consideration, and your continued service to the people of Maui.

Respectfully,

Laurie Fifita
Noelani – Site Manger

Re: Support for Amendment 26-11-0 – Inclusion of Noelani on the Master List

Aloha Chair and Honorable Council Members,

My name is Laurie Fifita, Site manager Noelani, and I respectfully submit this testimony in strong support of **Amendment 26-11-0**, specifically requesting that **Noelani** be included on the master list of properties covered under this amendment.

Noelani has operated as a visitor accommodation for decades and has long been an important part of Maui's visitor industry. Our owners purchased their units with the understanding that short-term vacation rental use was lawful and supported by County policy. Many have invested their life savings and retirement funds into these properties, relying on the ability to continue operating legally.

The uncertainty surrounding the future of Noelani has created significant financial and emotional hardship. Owners are faced with difficult questions every day: Will we still have the ability to rent our units? Will we lose the income needed to pay mortgages, insurance, maintenance fees, and property taxes? Some are even questioning whether they will have to leave Maui or seek employment elsewhere simply to support their families.

The impacts extend beyond individual owners. Noelani supports housekeepers, maintenance workers, landscapers, contractors, property managers, local restaurants, activity providers, retail businesses, and countless other small businesses that depend on visitor spending. Removing Noelani from the eligible list would have consequences that ripple throughout the West Maui economy.

Including Noelani in Amendment 26-11-0 provides fairness and consistency with other similarly situated properties. It recognizes the property's long-standing history as visitor accommodations while preserving jobs, protecting investments, and supporting Maui's economic recovery.

I respectfully ask the Council to approve Amendment 26-11-0 and include Noelani on the master list. This action will provide much-needed certainty for owners, employees, local businesses, and the families whose livelihoods depend on responsible visitor accommodations.

Thank you for your time, your thoughtful consideration, and your continued service to the people of Maui.

Respectfully,

Laurie Fifita
Noelani – Site Manger

HLU Committee

From: Laurie <noelansitemanager@gmail.com>
Sent: Tuesday, June 30, 2026 1:39 PM
To: HLU Committee
Subject: Noelani
Attachments: Letter to Housing and Land Use Committee_06.30.2026.pdf

You don't often get email from noelansitemanager@gmail.com. [Learn why this is important](#)

Mahalo For Your Time

Why Noelani Oceanfront Resort should be added to Resolution 26-110 Section a)

Aloha Housing and Land Use Committee,

We, the owners at the Noelani Oceanfront Resort, believe that Noelani should be rezoned to the new H3/H4 classification and here is why:

1. **Hotel-like operations with direct AOA employees:** Operations are maintained by three W-2 employees directly employed by the Association.
 - a. **Front office:** We employ a long-time West Maui resident as a Guest Services Manager, who runs our front desk (Appendix A) assisting guests and owners, open 8:00am - 4:00pm Monday through Saturday with an emergency number to call off hours.
 - b. **Landscaping and maintenance:** We employ two additional long-time West Maui residents; a full time Property Manager who manages the landscape and maintenance of the grounds at the Noelani, as well as a part time assistant.
2. **Purpose-built for transient use:** Noelani has operated as an oceanfront resort condo-hotel for short-term vacation rentals since its inception and incorporation in 1974 (over 50 years) and has never been workforce housing. Historically, Noelani was a AAA listed and marketed resort property with a 3-star rating (Appendix B). Rentals were historically managed by a centralized Noelani Rental Association. Noelani has 1 parking stall per unit (per bylaws); shared laundry in most buildings; no pets; no individually metered utilities; and AOA-allocated utilities costs. These are condo-hotel attributes that do not function as long-term family housing.
3. **Not workforce housing by any metric:** Maui County FY2025 assessments for Noelani units (studios through 3BRs) ranged from \$710K-\$2.05M and are well above Maui workforce affordability; island medians (SFH ≈ \$1.29M, condo \$655k). Converting Noelani would not create affordable supply.
4. **Plan-consistent location:** Noelani sits within the Honokōwai-Kahana-Napili visitor/resort corridor, long recognized in County planning; keeping it in resort use, aligns with that framework.
5. **Objective shoreline criteria, applied consistently:** Decisions should rest on uniform SLR/erosion metrics (not ad-hoc "walk-through" impressions). Where those metrics placed peers on Exhibit 2, Noelani should be treated the same.
6. **Equal treatment:** Lokelani (3833 Lower Honoapiilani Rd), ½ mile down the same shoreline corridor, with indistinguishable resort/shoreline attributes, appears on Exhibit 2. There are no apparent criteria to indicate Noelani should be classified differently.

We respectfully ask to be included in Resolution 26-110 section a.

Respectfully,

AOAO Noelani (Board of Directors)

4095 Lower Honoapi'ilani Rd, Lahaina, HI 96761

Reggie Golden

AOAO Board President

reggieg@dgmllc.com

303-588-9229

[ENCLOSURES]

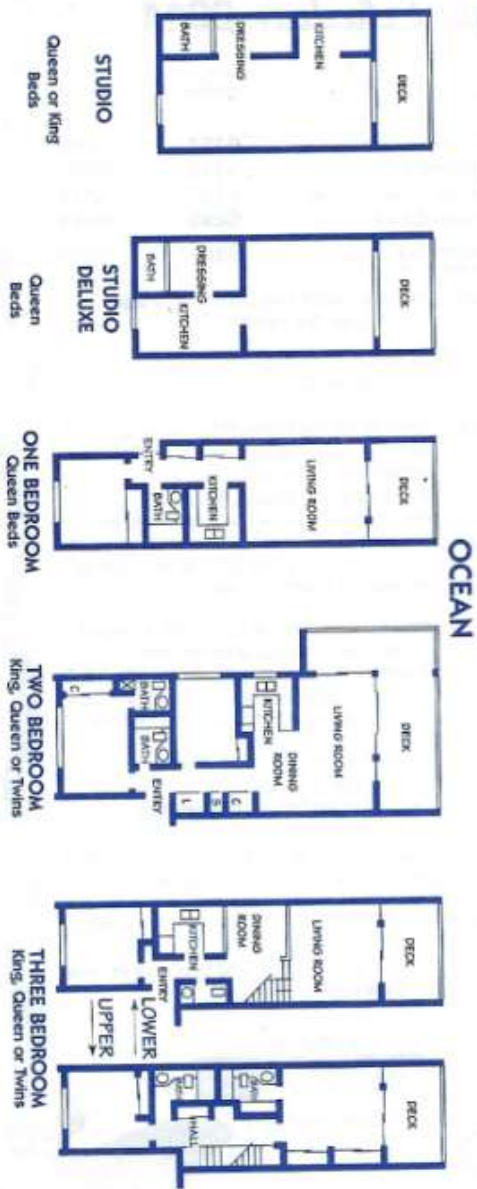
[Appendix A: 2025 photo of purpose built Noelani front desk and guest reception area]

[Appendix B: Noelani marketing materials]

Appendix A: 2025 Photo of Purpose-Built and Staffed Noelani Front Desk / Guest Reception Area



Appendix B: AAA Marketing Materials Describing Noelani Condominium Resort



Noelani Condominium Resort



Phone: (808) 669-8374

Fax: (808) 669-7904

USA and Canada: 1-800-367-6030

4095 L. Honoapiilani Road

Lahaina, Maui, Hawaii 96761

<http://www.noelani-condo-resort.com>

E-mail: noelani@maui.net

CHO 98

Amenities

Oceanfront Low Rise
Condominium Resort.

Two heated Pools,
Sandy Cove, Jacuzzi Spa.

BBQ Picnic Area, Fitness Center
Wet Bar Cabana.

Poolside Island Breakfast
Orientation with Staff Concierges.

Weekly Mai Tai parties,
Hula and Lei-making classes.

Near Kapalua and Kaanapali Golf
Resorts; Five miles
from Lahaina Town.

All Condominiums are Oceanfront
with Panoramic views.

Deluxe Interiors feature: Complete
Kitchens, CCTV, VCR/DVD, Ceiling Fans
Maid Service, High Speed Cable
Internet

One, Two and Three Bedroom
Condos include washer, dryer
and dishwasher.
Laundry Center for Studios.

Call Today!
Car/Condo Special Rates
Low Season Specials:
Seniors, AAA, Honeymoon

Rate Schedule 2011

	High Season 12/20/10 - 04/14/11	Value Season 04/15/11 - 12/19/11
Studio (2 persons) 2 max.	\$157	\$125
Studio Deluxe (2 persons) 3 max.	\$175	\$145
1 Bedroom (1-3 persons) 4 max.	\$197	\$175
2 Bedroom, 2 bath (4 persons) 6 max	\$290	\$245
3 Bedroom, 2-1/2 Bath (6 persons) 8 max.	\$357	\$330

**Extra persons - \$20 per person per day
Under 18 - FREE!**

Rates subject to 13.42% State/Hotel Tax
Rates subject to change

Reservations: Reservations may be made by calling
800-367-6030 or int'l 808-669-8374. Online
reservations may be made at
www.noelani-condo-resort.com.
Online reservations will be reconfirmed by
phone within 24 hours. Holiday reservations: 7
night minimum 12/20 to 1/8. The remainder of
the year is a 3 night minimum.

Deposits: After making a tentative reservation, a deposit
will be due in 14 days or the tentative
reservation will be automatically cancelled. A 3
night tax inclusive deposit will be required to
confirm. Deposit confirms all nights booked.

Final Payment: April 15th to Dec. 19th - Value Season -
payment due on arrival.
Dec. 20th to Jan 14th - final payment due 60
days prior to arrival
January 9th to - April 14th - High Season - final
payment due 30 days prior to arrival.

Cancellation Policy: Jan 9th to Dec. 19th - 30 days prior to arrival
for any refund.
Dec. 20th to Jan 8th - 60 days prior to arrival
for any refund.

We Accept



Conditions Apply.



Touch



Minutes away from Kaanapali, Kapalua and championship golf courses. Enjoy a short drive to picturesque Lahaina for shopping, dining and entertainment.



Amenities:

- Studio, 1, 2, & 3 bedroom ocean front condominiums
- Modern kitchens
- Private Lanais
- 2 ocean front pools and a Jacuzzi tub
- Fully equipped exercise room
- Concierge service
- Weekly Mai Tai Party
- Intimate poolside barbeque and picnic area
- High Speed Cable Internet
- Housekeeping service
- In-room safes



For Reservations write or call
NOELANI CONDOMINIUM RESORT
4095-L Honoapiilani Road
Lahaina, Maui, HI 96761
Phone: 808.669.8374
Fax: 808.669.7904
US: Canada Call Toll Free
800.367.6030
www.noelani-condo-resort.com

The Noelani

Maui
Condominium
Resort



*Awaken
Your
Senses*

Noelani

Awaken Your Senses

A stay at Noelani Resort Condominium is a dream come true. See the breathtaking scenery, smell the sweet scent of plumeria in the air, listen to peaceful sounds of the rolling surf, feel ocean breezes blowing across sandy beaches and taste delicious Hawaiian cuisine. Enjoy days filled with the excitement of sailing, snorkeling and watching the beauty and grace of the humpback whale. All this from the comfort of your own private oasis. The "Aloha Spirit" abounds at Noelani. Dreams do come true when you make our world yours.



Sight



Smell

Sound

Noelani is a AAA 3-diamond resort ensuring quality accommodations in each of our 50 privately owned ocean front condominiums. Every unit is fully equipped with complete kitchens and entertainment centers. All accommodations are tastefully furnished for Maui-style vacation living at its best.





Noelani Condominium Resort

4095 L. Honoapiilani Road, Lahaina, Maui, HI 96761
808-669-8374 toll free: 1-800-367-6030



Noelani Condominium Resort

4095 L. Honoapiilani Road, Lahaina, Maui, HI 96761
808-669-8374 toll free: 1-800-367-6030

HLU Committee

From: T Jinks <tj95037@yahoo.com>
Sent: Tuesday, June 30, 2026 11:11 AM
To: HLU Committee
Subject: Resolutions 26-110 and 26-111-Bill 88

You don't often get email from tj95037@yahoo.com. [Learn why this is important](#)

Aloha Chair U'u-Hodgins and HLU Committee Members

My name is Tom Jinks and I am the President of the AOAO of The Kapalua Golf Villas. I am submitting testimony on behalf of the AOAO of The Kapalua Golf Villas.

First off, I would like to say thank you for adding the properties listed in Resolutions 26-110 and 26-111 to the agenda for July 1, 2026. While our property, Kapalua Golf Villas, is not on the list in these initial resolutions, I firmly believe and feel this process of approving specific properties for the new H3/H4 zone class is very important phase of Bill 88 and needs to start somewhere and somehow. These two resolutions will give everyone; all committee members, planning commissioners, council members, county administration and staff, property owners, property managers, employees and businesses, etc., an opportunity to see how this process moves forward.

As the properties in these two resolutions do move forward, I formally request that the HLU Committee continue to carefully, fairly, and equally assess all properties listed in the agenda's Exhibit 1 to determine which properties should be included, ultimately, for council-initiated approval to the new H3/H4 zoning class.

Mahalo to all for the work you are doing.

Sincerely and respectfully,

Tom Jinks
President, Kapalua Golf Villas AOAO

HLU Committee

From: Kendall Hamilton <kenham9@gmail.com>
Sent: Tuesday, June 30, 2026 10:25 AM
To: HLU Committee
Subject: TESTIMONY - Resolution 26-110 - HLU Hearing July 1, 2026 - [Hale Ono Loa]
Attachments: Hale Ono Loa Bill 88 Resolution 26-110 Testimony.pdf; Hale Ono Loa Metes and Bounds.pdf

You don't often get email from kenham9@gmail.com. [Learn why this is important](#)

Aloha,

Please see attached testimony and support materials (2 PDFs) on behalf of Hale Ono Loa to be considered by the HLU Committee on Wednesday, July 1.

Also, Phillip Mills, Hale Ono Loa Board President, will attend virtually and give testimony via Zoom so please include him on the agenda.

Mahalo.

July 1, 2026

TO: Chair U'u-Hodgins, Vice-Chair Batangan, and Committee Members

RE: Statement of Support for Resolution 26-110

FROM: Hale Ono Loa Board of Directors

We are writing in support of the request to rezone Hale Ono Loa, an oceanfront complex on West Maui, from the Apartment A-2 District to the H-4 Hotel District. Hale Ono Loa has long operated with hotel-like characteristics and has historically served visitors to Maui in a manner consistent with short-term and extended-stay vacation accommodations.

Hale Ono Loa's History and Hotel-Like Characteristics

Hale Ono Loa is a 68-unit oceanfront complex constructed in 1969. For decades, it has operated as a legal short-term vacation rental property and has functioned in many ways like a small hotel or visitor accommodation. Originally, Hale Ono Loa was a leasehold property. The property was also previously identified as hotel-zoned in 2017 tax records, further supporting its longstanding relationship to visitor use.

Our Metes and Bounds legal description is attached to this email.

We have also attached copies of some of the original marketing information for the property.

The physical design and practical use of Hale Ono Loa are more consistent with transient accommodations than traditional long-term residential housing.

Hale Ono Loa was designed and operates with resort-like functionality, even promoted in its original brochure as a 'quietly, secluded resort'. The property originally included a front desk, and visitors driving along Lower Honoapiilani Road could identify whether there was availability by means of a vacancy sign. Guests could stop at the property and rent accommodations in a manner similar to a traditional hotel, motel or small resort. In one of the original brochures (attached), there was an 800 number for reservations. Inquiries were to be made directly to travel agents, not real estate agents.

Today, Hale Ono Loa continues to provide guest-oriented services and facilities. The property includes an office for an on-duty resident manager who greets guests, answers questions, assists with their stay, and helps ensure a positive visitor experience.

The property also maintains a lobby area where guests may check in, register their vehicles, and receive information related to their unit and stay. These operational features are consistent with visitor accommodations and distinguish Hale Ono Loa from a conventional apartment complex.

Hale Ono Loa further supports guest use through a range of shared amenities, including a pool, barbecue areas, a shuffleboard court, kayaks, surfboards, a community sun deck, a newly renovated elevator, and convenient luggage carts. These amenities are commonly associated with vacation properties and help create the visitor experience that Hale Ono Loa has provided for many years.

Additional guest-focused features include courtyard gazebos and the nightly blowing of the conch, a meaningful tradition that honors the Maui sunset and invites guests to gather and experience the island's culture and natural beauty.

The grounds themselves also contribute to Hale Ono Loa's visitor-serving character. The property is landscaped with tropical plants native to Hawaii, offering guests an opportunity to learn about and enjoy the natural environment during their stay.

For these reasons, Hale Ono Loa's history, design, amenities, services, and longstanding short-term rental operations align closely with hotel and visitor accommodation uses.

We respectfully request that the Committee recognize these hotel-like characteristics and support the rezoning of Hale Ono Loa from the Apartment A-2 District to the H-4 Hotel District. We strongly support the Committee forwarding Resolution 26-110 in its current form, which includes Hale Ono Loa, to the Planning Commissions for their consideration.

Thank you for your time, consideration, and service to the Maui community.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kendall Hamilton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

J. Kendall Hamilton

Vice President, Board of Directors

Hale Ono Loa

3823 Lower Honoapiilani Road

Lahaina, HI. 96761-8906



GENERAL INFORMATION

HALE ONO LOA, Maui's newest condominium vacation resort, is only 1½ miles from Kaanapali's resort hotel complex and golf course, and the Kaanapali airstrip for inter-island commuter plane traffic. Picturesque Lahaina Town, former winter capital of Pacific whalers, is 10 minutes away. The Island of Maui is famous for Haleakala (House of the Sun), the world's largest extinct volcano, the spire-like Iao Needle mountain, the Old Hawaii splendor of its Hana-Kaanapali coast and the rugged but beautiful Napili ocean-bound cliffs and gorges. **HALE ONO LOA's** vacation apartments are completely equipped and furnished for carefree vacation living. Linen and maid service are provided, and a resident manager and staff assist with your special needs. Daily (3-day minimum), Weekly and Monthly rates for double occupancy on request.

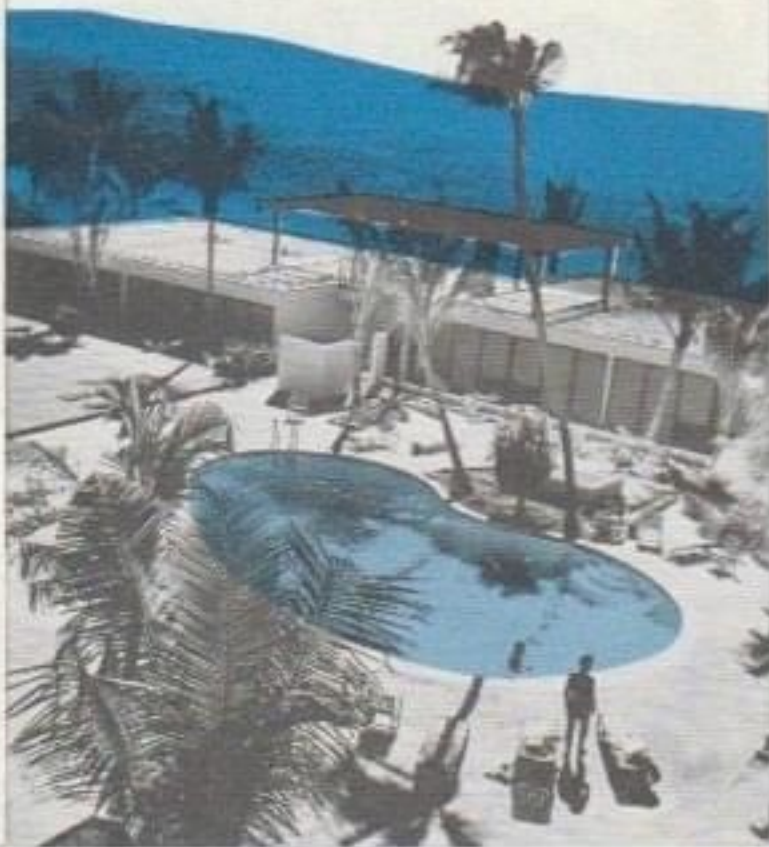
FOR INFORMATION, WRITE:

Resident Manager

Route No. 1, Box 300, Lahaina, Maui, Hawaii 96761

Telephone: Maui 669-6362

OR SEE YOUR TRAVEL AGENT:

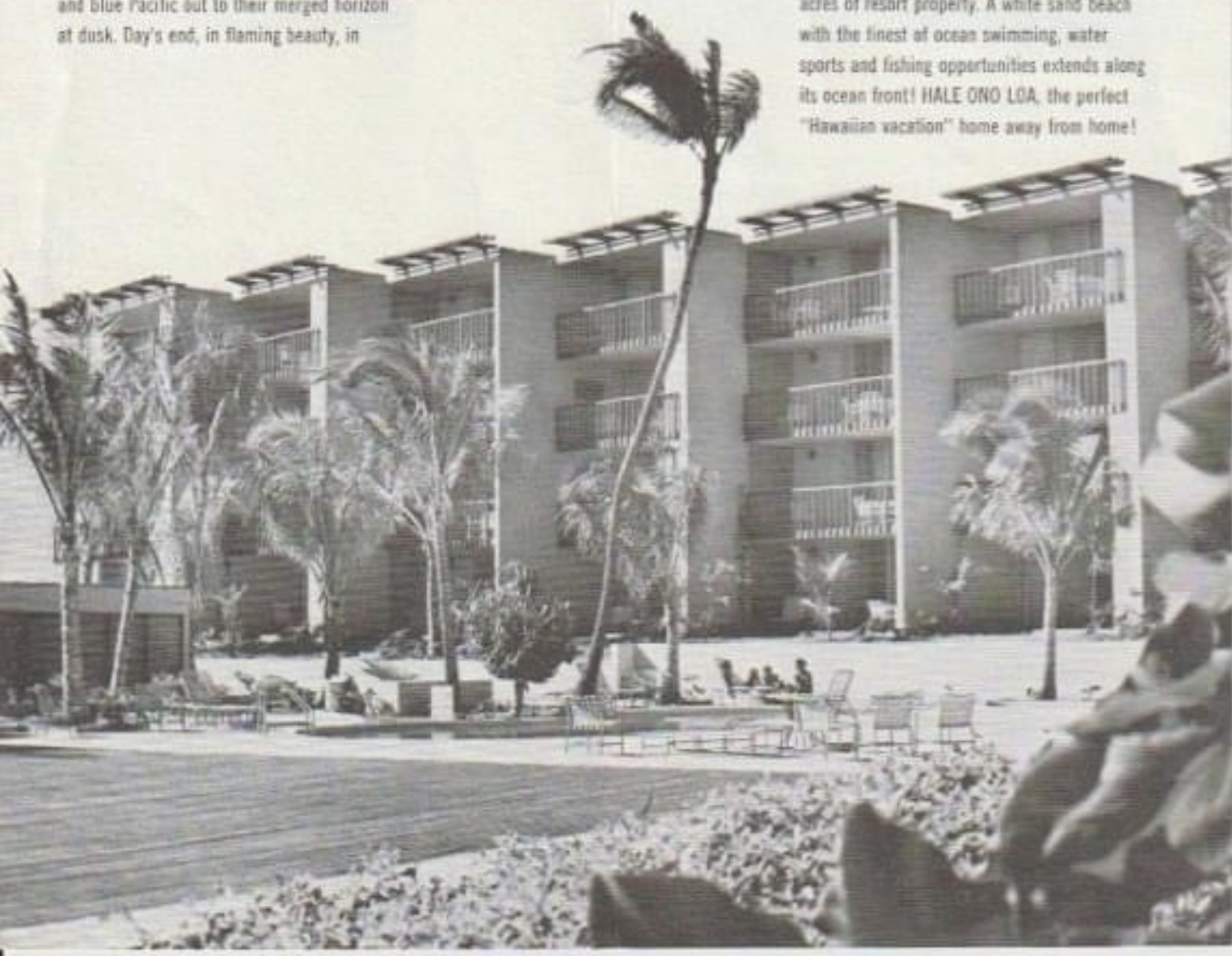


HALE ONO LOA

Vacationers who enjoy sunset watching after a day's sight seeing or sportive beach and ocean fun will appreciate HALE ONO LOA's vantage point location on Maui's famous Kaanapali vacation resort coastline, in Hawaii. To the left and right, the nearby islands of Lanai and Molokai form a perfect picture-frame setting for the spectacular Hawaiian sunsets that color the tropic sky and blue Pacific out to their merged horizon at dusk. Day's end, in flaming beauty, in

a tropical paradise! HALE ONO LOA offers more than breathtaking sunsets, however. This quiet, secluded vacation resort offers sixty-four 1 bedroom/1 bath and 2 bedrooms/2 baths apartments with spacious ocean-facing lanais in a view-designed main building equipped with elevator. Four luxury 2 bedrooms/2 baths apartments are located in two beachfront duplex cottage buildings

with shaded rooftop lawn lanais. All units are completely furnished for carefree live-in vacationing, and have home-like conveniences of fully equipped all-electric kitchens and full baths. Tropical trees and lush island foliage, a fresh water swimming pool with lounging deck, green lawn areas, an off-beach sand area for private sunbathing, Hawaiian rock walls and paved walkways complete the 1.77 acres of resort property. A white sand beach with the finest of ocean swimming, water sports and fishing opportunities extends along its ocean front! HALE ONO LOA, the perfect "Hawaiian vacation" home away from home!



DESCRIPTION OF THE SITE

The site is comprised of 1.77 acres of leasehold land situated between the main road, Honoapiʻilani Highway, and the shoreline. It is 1.5 miles north of the Kaanapali resort complex. The land has a very gentle, even slope of approximately 3% from the road toward the ocean. The shoreline has a white sand beach varying from 10 to 30 feet wide. Along the beach is a rock retaining wall averaging 8 feet in height above the beach, so that the "makai," or oceanside boundary is approximately 11 feet above mean sea level.

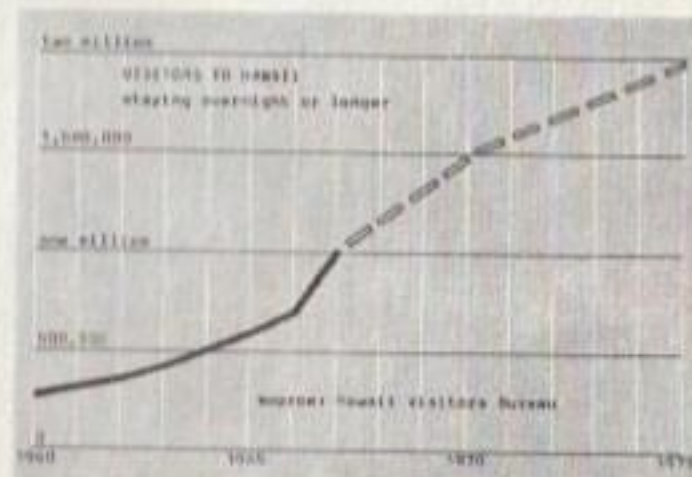
The lot averages 230 feet in width, and is 350 feet from the road to the sea wall.

Soil conditions are ideal for construction, being a sandy loam with few rocks or boulders. When irrigated this rich alluvium, plus the high proportion of sunshine characteristic of Kaanapali produces vigorous plant and tree growth, and this is a vital factor in resort development.



LOCATION

HALE ONO LOA is close to the Kaanapali resort complex which is along the shoreline and around an 18 hole championship golf course. Travel time to the picturesque town of Lahaina, capital of the Hawaiian monarchy, is 8 to 10 minutes, and beyond to the Kahului-Wailuku urban center of Maui is another 30 minutes. Though the principal airport for Maui is at Kahului, there is an airfield at Kaanapali, 4 to 5 minutes from the site with frequent charter, schedule and taxi plane service to Honolulu and other resort areas, and most visitors to the Lahaina district use this means of travel.



VISITOR INDUSTRY GROWTH PROJECTIONS

The visitor industry growth projections presented by the H.V.B. indicate a growth from 1,000,000 visitors in 1967 to 1,500,000 visitors per year by 1970 and 2,000,000 per year by 1975. These projections are considered reasonable by hotel and tour operators, developers, economists and financiers knowledgeable of the industry in Hawaii.

A recent research report on tourism by the Chamber of Commerce of Hawaii projected 2,500,000 visitors annually by 1975, an average length-of-stay of 9.0 days compared to 11.2 days at present, and a need for 48,000 hotel rooms.

Projections by the State Department of Planning Economic Development have placed the volume at 3,000,000 by 1975.

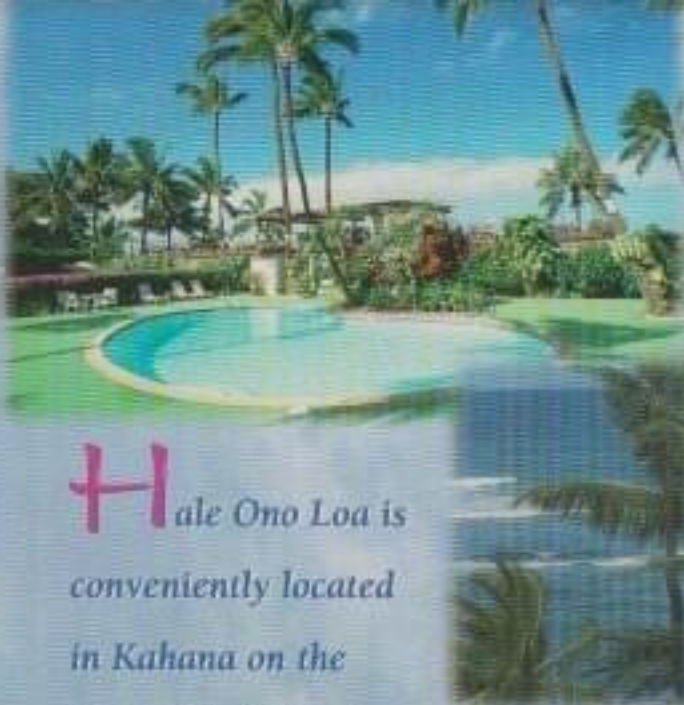
There is general concurrence that the industry can grow as fast as proper expansion of the visitor "plant" can be accomplished, and that there will continue to be strong pressures for plant expansion.



Endless activities are nearby: Parasailing, snorkeling, tennis, shopping, dining, and championship golf courses.



Amenities include an elevator, laundry room, comfortable lobby, and an outdoor patio.



Hale Ono Loa is conveniently located in Kahana on the West side of Maui, a scenic 30-mile drive from Kahului airport. Just minutes from the oceanfront condominium is the historic town of Lahaina and Kapalua and Kaanapali resorts.

Relax and refresh yourself... Maui style...at Hale Ono Loa.

**For reservations call
1-800-300-5399**

3823 Lower Honoapiilani Hwy.
Lahaina, Maui, Hawaii 96761
(808) 669-0529

Hale Ono Loa



**Experience all
Maui has to offer...**

*C*ooled by gentle breezes
and warmed by the Maui sun,
Hale Ono Loa offers
something for everyone.

*Stroll the tropical landscaped
grounds. Enjoy spectacular
views of the islands of
Molokai and Lanai from
your oceanview lanai.*

*Take a refreshing dip in our
outdoor swimming pool.*



*Relax on the sun deck. Picnic
with friends. Or play a game of
shuffle board.*



*Choose from spacious 1 bedroom / 1 bath
and 2 bedroom / 2 bath units complete with
electric kitchen, TV and telephone.*



WITH OUR COMPLIMENTS

CONTACT US FOR INFORMATION OR RESERVATIONS

Hale Ono Loa

CONDOMINIUM
APARTMENTS
MAUI, HAWAII

Hale Ono Loa

IS RIGHT HERE



A SIMPLIFIED
MAP OF MAUI

Your plane will bring you to Kahului on the windward side of Maui, and then it is only 33 scenic miles to Hale Ono Loa, a tropical paradise. The easiest way to get there and to tour the island is to hire a small car. It's best to reserve one in advance—your travel agent can make the arrangements.

HERE ARE TYPICAL APARTMENTS.
1-BEDROOM AND 2-BEDROOM



Elegant—spacious—individually decorated. All apartments have a large ocean view lanai, are cool, airy and oriented to the trade winds.

For further information, write:

Resident Rental Manager
HALE ONO LOA
3823 Honoapiʻilani Road
Honokowai, Lahaina, Maui, HI 96761
(808) 669-6362

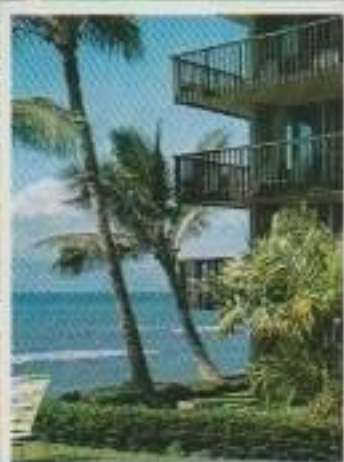




HALE ONO LOA... the 'House of Good Living.' This quiet, secluded resort offers 67 apartments, all with spacious, ocean-front lanais in a view oriented building with elevator. All units designed for carefree resort living with fully equipped kitchens and full baths. Maid service is provided.

Just minutes away to the south is the Kananapali Resort featuring two golf courses and the fabulous Whaler's Village shopping area. Minutes beyond is picturesque Lahaina, one-time whaling capital of the world. To the north is the challenging golf course at Kapalua Resort.

Here is Hale Ono Loa, on the enchanted isle of Maui... far removed from city life. Across the sapphire waters of Auau Channel are the islands of Lanai and Molokai, the perfect picture frame setting for marvelous Hawaiian sunsets. Come and experience.



DECLARATION OF HORIZONTAL PROPERTY REGIME

WHEREAS, C-C-C-W DEVELOPMENT CORPORATION, a Hawaii corporation, whose principal place of business and post office address is at Lahaina, County of Maui, State of Hawaii, hereinafter called "LESSEE-OWNER", is the lessee of those certain parcels of land situate at Mahinahina 1, 2 and 3, Kaanapali, Lahaina, Island and County of Maui, State of Hawaii, under that certain lease, dated July 30 1968, recorded with the Bureau of Conveyances of the State of Hawaii at Liber 6165, Page 310, for a term of sixty-five (65) years, commencing August 1, 1968, under the terms and conditions therein more particularly described;

NOW THEREFORE, Lessee-Owner, it being the sole lessee of the said leasehold, expressly declares it desires to, and does hereby, submit the said leasehold to a horizontal property regime under and pursuant to the provisions of Haw. Rev. Stat., Chapter 514, and as, from time to time, the same may be amended and reenacted.

1. Description of Land. The land submitted to the said horizontal property regime is described as follows:

FIRST: ALL of that certain parcel of land (portion of the land described in Royal Patent Grant Number 1166 to D. Baldwin et al) situate, lying and being at Mahinahina 1, 2 and 3, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, and thus bounded and described as per survey of M. R. Souza, Surveyor, dated March 18th A.D. 1955, to wit:-

Beginning at a pipe on the northeast corner of this parcel of land, west side of Honoapiilani Highway, the coordinates of which point referred to Triangulation Station "Kekaa" are 11,527.95 feet north and 2,028.55 feet east and running by azimuths measured clockwise from true South:-

1. 24° 06' 100.00 feet along Honoapiilani Highway to a pipe;
2. 105° 03' 351.70 feet along land owned by Myrtle J. S. Finamore, Bettinae W. S. Johansen and Ralph E. Sanborn;
3. 194° 35' 100.00 feet along sea, along Highway mark;
4. 265° 03' 366.62 feet along land owned by Lucy Furtado the point of beginning.

Containing an Area of 35,471 Square Feet, or 0.814 Acre, or thereabouts.

SECOND: ALL of that certain parcel of land (portion of the land described in Royal Patent Grant Number 1166 to D. Baldwin, et al) situate, lying and being at Mahinahina 1, 2 and 3, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, and thus bounded and described:-

Beginning at a pipe on the southwest corner of this lot, southeast corner of Lot 2, the coordinates of which point referred to Triangulation Station "Kekaa" are 11,368.96 feet north and 3,742.87 feet east and running by azimuths measured clockwise from true south:-

1. 191° 53' 109.13 feet along Lot 2 to a pipe;
2. 250° 23' 17.55 feet along Lot 5 to a pipe;
3. 285° 03' 97.01 feet along Lot 5 to a pipe;

¹⁷Original Declaration dated July 22, 1969 and recorded with State of Hawaii, Office of the Bureau of Conveyances July 24, 1969, Liber 6610, pages 352 through 363

4. 17° 37' 120.80 feet along Lot 4 to a pipe;
5. 105° 59' 100.00 feet along Lot 1 to the point of beginning, containing an Area of 12, 629 square feet, or 0.290 Acre, or thereabouts.

THIRD: ALL of that certain parcel of land (portion of the land described in Royal Patent Grant Number 1166 to D. Baldwin et al) situate, lying and being at Mahinahina 1, 2 and 3, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, and thus bounded and described:-

Beginning at a pipe on the southeast corner of this lot, west side of Honoapiilani Highway, the coordinates of which point referred to Triangulation Station "Kekaa" are 11,313.89 feet north and 3,935.14 feet East and running by azimuths measured clockwise from true south:-

1. 105° 59' 100.00 feet along Lot 1 to a pipe;
2. 197° 37' 120.80 feet along Lot 3 to a pipe;
3. 285° 03' 112.00 feet along Lot 5 to a pipe;
4. 23° 11' 123.46 feet along Honoapiilani Highway to the point of beginning, containing an Area of 12, 878 square feet, or 0.296 Acre, or thereabouts.

FOURTH: ALL of that certain parcel of land (portion of the land described in Royal Patent Grant Number 1166 to D. Baldwin et al) situate, lying and being at Mahinahina 1, 2 and 3, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, and thus bounded and described:-

Beginning at a pipe on the southeast corner of this lot, southwest corner of Lot 3, the coordinates of which point referred to Triangulation Station "Kekaa" are 11,368.96 feet North and 3,742.87 feet East and running by azimuths measured clock-wise from true South:-

1. 105° 59' 100.53 feet along Lot 1 to a pipe;
2. 185° 14' 124.14 feet along seashore to a pipe;
3. 285° 03' 114.82 feet along Lot 5 to a pipe;
4. 11° 53' 124.14 feet along Lots 5 and 3 to the point of beginning, containing an area of 13,245 square feet, or 0.304 acre, or thereabouts.

FIFTH: ALL of that certain parcel of land being a portion of the Ahupuaa of Mahinahina 1, 2 and 3, situate at Kaanapali, County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a ¼ inch pipe on the northeast corner of this lot, west side of Honoapiilani Highway, the coordinates of which point referred to Triangulation Station "Kekaa" are 11,436.67 feet north and 3,987.72 feet east and running by azimuths measured clockwise from true south:-

1. 23° 11' 10.10 feet along Honoapiilani Highway to a pipe;
2. 105° 03' 209.01 feet along Lots 4 and 3 to a pipe;
3. 70° 23' 17.55 feet along Lot 3 to a pipe;
4. 191° 53' 15.01 feet along Lot 2 to a pipe;
5. 105° 03' 114.82 feet along Lot 2 to a pipe;
6. 185° 14' 5.07 feet along seashore to a pipe;
7. 285° 03' 341.40 feet along property of Winnifred K. Sanborn K. Sanborn to the point of beginning, containing an area of 2,901 square feet, or 0.066 Acre, or thereabouts.

The leasehold estate in said land held by C-C-C-W Development Corporation under that certain lease dated July 30, 1968, recorded with the Bureau of Conveyances of the State of Hawaii at Liber 6165, Page 310, for a term of sixty-five (65) years, commencing August 1, 1968, under the terms and conditions

HLU Committee

From: Maui Vacation Rental Association <ED@mauivacationrentalassociation.org>
Sent: Tuesday, June 30, 2026 9:31 AM
To: HLU Committee
Subject: Testimony - Reso 26-110 & 26-111
Attachments: Reso 26-110 & 26-111 Testimony .pdf

Aloha,

Please see the attached testimony on behalf of Maui Vacation Rental Association regarding Resolutions 26-110 and 26-111.

Mahalo Nui Loa,

Caitlin Miller
Executive Director
MVRA/HIMAST



Maui County Council
Kalana O Maui Building, 8th Floor
200 South High Street
Wailuku, HI 96793

Aloha Chair, Vice Chair and Members of the Housing and Land Use Committee,

My name is Caitlin Miller, Executive Director of the Maui Vacation Rental Association (MVRA). Mahalo for the opportunity to provide comments on Resolution Nos. 26-110 and 26-111.

First, we would like to thank the Committee for continuing the important work that began through the Temporary Investigative Group and culminated in the adoption of Ordinance 6008. We recognize these resolutions as an important continuation of that effort and appreciate the Council's commitment to thoughtfully implementing the principles developed over the past year.

As we understand it, these resolutions represent one phase of a broader implementation effort, and additional resolutions or amendments may still be forthcoming. Because that work is still evolving, we believe these actions should be viewed as part of the larger implementation process rather than as standalone decisions. MVRA views these resolutions as an important step forward, not a final determination of the properties that may ultimately warrant consideration. As the Council continues this effort, we encourage the consistent application of the principles embodied in Ordinance 6008 so that similarly situated lawful visitor accommodations are evaluated under the same objective standards.

Consistency is essential as implementation moves forward. Ordinance 6008 established the Council's path for H-3 and H-4 rezonings, and we encourage those same objective principles to continue guiding future Council-initiated zoning decisions. Applying those standards consistently will help ensure the zoning framework remains clear, predictable, and equitable for property owners, resident managers, on-island employees, local service providers, neighboring businesses, and the broader community.

The Council should also recognize that the operational characteristics of visitor accommodations have naturally evolved alongside advances in technology and changing guest expectations. Across the broader hospitality industry—not just within visitor accommodations—mobile check-in, digital guest communications, contactless services, and technology-driven hospitality have become commonplace. The absence of a traditional front desk or other historical operating model does not mean a property is unmanaged, unsupervised, or unavailable to guests. Rather, it



reflects the continued evolution of how hospitality is delivered and how guests interact with their accommodations.

For that reason, MVRA respectfully encourages the Council to avoid introducing operational distinctions that were not part of the principles embodied in Ordinance 6008. Whether a property utilizes a front desk, mobile check-in, on-site staff, or other guest service models should not become the determining factor for land use decisions. Operational practices will continue to evolve as technology advances and guest expectations change, but the underlying land use of a property does not. **Land use classifications should be durable enough to withstand changes in technology, business practices, and evolving guest expectations. Operational models will continue to evolve, but the underlying land use remains the same.**

As the Council continues this important work, we respectfully encourage an approach that remains focused on the principles established through Ordinance 6008. Our hope is that the remaining Council-initiated zoning changes build upon those principles through a consistent and objective process that evaluates similarly situated lawful visitor accommodations under the same standards. By maintaining that consistency, the Council can continue modernizing Maui County's zoning framework while providing greater clarity and certainty for property owners, resident managers, employees, businesses, guests, and the communities that have been impacted throughout this process.

Mahalo for your time and consideration.

Caitlin Miller

Executive Director

Maui Vacation Rental Association / Hawai'i Mid and Short-Term Rental Alliance

HLU Committee

From: Allan Harris <aharris@telus.net>
Sent: Tuesday, June 30, 2026 9:14 AM
To: HLU Committee
Subject: Resolution 26-110 MAUI SUNSET

You don't often get email from aharris@telus.net. [Learn why this is important](#)

Attention: The Housing and Land Use Committee July 1, 2026

Aloha,

I write as the principal of a condo at the Maui Sunset mentioned in Resolution 26-110

I fully support the resolution as written

Mahalo

--

R. Allan Harris

HLU Committee

From: County Clerk
Sent: Tuesday, June 30, 2026 8:47 AM
To: HLU Committee
Subject: Fw: HLU Resolution 26-110 Testimony and Analysis attached
Attachments: LB testimony HLU July 1, 2026 .docx; Maalaea analysis revised.xlsx

From: blb@maui.net <blb@maui.net>
Sent: Tuesday, June 30, 2026 8:40 AM
To: Keani N. Rawlins <Keani.Rawlins@mauicounty.us>; Yukilei Sugimura <Yukilei.Sugimura@mauicounty.us>; Gabe Johnson <Gabe.Johnson@mauicounty.us>; Alice L. Lee <Alice.Lee@mauicounty.us>; Shane M. Sinenci <Shane.Sinenci@mauicounty.us>; K. Kauanoë Batangan <k.kauanoë.batangan@mauicounty.us>; Tamara A. Paltin <Tamara.Paltin@mauicounty.us>; Thomas M. Cook <Thomas.Cook@mauicounty.us>; Nohe-Uu-Hodgins <nohe-uu-hodgins@mauicounty.us>; County Clerk <County.Clerk@mauicounty.us>
Cc: Lynn Britton <blb@maui.net>; Mickey Felipe <yachtmarinamgr@gmail.com>; John Uhl <johnuhl.banyans@gmail.com>; Paul Gammie <pgmaui1@outlook.com>; Satti Brown <sbrown8262004@yahoo.com>; Robert Vafaie <rvafaie@hotmail.com>; Nikta Houston <unikta@gmail.com>; Tanci Mintz <mintztanci@gmail.com>; Tapani Vuori <tvuori@mauiocenter.com>
Subject: HLU Resolution 26-110 Testimony and Analysis attached

Aloha Maui County Councilmembers and HLU Committee,
I am submitting testimony on tomorrow's agenda item HLU Resolution 26-110. I have included an analysis of all Ma'alaea properties for your review.
Please consider including all eight (8) Maalaea properties on this resolution, as they all meet the criteria you set for the conversion from A-1 and A-2 zoning to the new classification H-3 and H-4. With the upcoming review of the draft South Maui Community Plan, this will save the committee's time and facilitate a smooth transition to the new zoning.
Mahalo for your review and consideration.
With Aloha,
Lynn Britton

June 30, 2026

RE: HLU RESOLUTION 26-110 TO CHANGE THE ZONING FOR CERTAIN TIME SHARE, LEASEHOLD AND OTHER PROPERTIES IN THE A-1 and A-2 APARTMENT DISTRICTS

Aloha HLU Chair U-u Hodgins and Maui County Councilmembers,

Thank you for your past efforts and for moving forward to request the Maui Planning Commission make the necessary changes to zoning to accommodate the apartment-zoned properties that can comfortably be converted to the new H-3 and H-4 classifications in the South Maui and West Maui community plans.

I am concerned that only four (4) Ma'alaea properties are included in the resolution you are submitting to the Planning Commission. My property, Island Sands, was initially included in the TIG report, it is NOT included in the Resolution before you. There are actually eight (8) A-1 and A-2 properties that should be included in this resolution – Maalaea Banyans, Kanai A Nalu and Makani A Kai were left off of the TIG report, and also are not included in this resolution. All eight properties meet the criteria previously set by the committee to justify the change from A-1 and A-2 to H-3 and H-4. **Please refer to the attached analysis of all associated costs for each of the Ma'alaea properties.**

I have offered testimony previously RE Bill 9 and its impact on me personally, a Maui resident since 1973 and owner of a one-bedroom Island Sands Ma'alaea condominium since 1985.

Ma'alaea condominiums are unique - all situated on Haouli St. with one road in and out, on the ocean surrounded by ag. and conservation districts, and have spent over six years pursuing a regional wastewater reclamation system. The benefits of the Ma'alaea regional wastewater system include eliminating the impact of injection wells on Ma'alaea Bay and the ability to produce R-1 water to relieve the ten condominium properties and Maui Harbor Shops and Maui Ocean Center of using the County's precious water resources.

Thank you for your continued efforts to address this important issue. Timing is crucial in moving forward. Because of the confusion caused by Bill 9, all Maui apartment-zoned condominium owners with short term rental incomes have been severely impacted by reduced rental income which affects Maui's tax base, individuals and small businesses. It is prudent to send a complete resolution to the Maui Planning Commission that includes all eight Ma'alaea properties.

Mahalo and Aloha,



Lynn Britton
Founder and Past President, Ma'alaea Village Association
P.O. Box 2241, Wailuku, HI 96793

Attachment

Ma`alaea Condominiums at a Glance

Condo and TMK		Zoning Matters			Environmental		Financial					
	No Units	Zoning	Minatoya List	Parking deficit to code	SLRXA?	Seawall/Revet.?	Ave. Sales Price/Unit ¹	Monthly Mortgage Estimate ²	Leasehold per month per unit	AOAO Fees per month/unit	Estimated Monthly ³	Special Assessments per unit ⁴
Mermaid 38014026	39	M-1	No	not analyzed	YES	NO	\$532,333				not analyzed	
Yacht Marina 38014024	46	M-1	No	not analyzed	YES	NO	\$480,241				not analyzed	
Milowai 38014022	42	A-2	Yes	-42	YES	YES	\$572,875	\$2,859	\$857	\$1,912	\$5,628	\$1,198
Maalaea Kai 380140210000	55	A-2	Yes	-79	YES	YES	\$1,044,750	\$5,214		\$911	\$6,125	\$1,191
Lauloa 38014016	30	A-2	Yes	-47	YES	YES	\$1,029,143	\$5,136	some units are leasehold	\$1,041	\$6,177	
Island Sands 38014015	47	A-2	Yes	-84	YES	YES	\$822,444	\$4,105		\$927	\$5,032	\$198
Maalaea Banyans 38014011	60	A-2	Yes	-79	YES	YES	\$808,526	\$4,035		\$753	\$4,788	\$14,395
Kanai A Nalu 38014004	60	A-2	Yes	-81	YES	YES	\$645,589	\$3,222	\$1,235	\$1,100	\$5,557	\$2,880
Hono Kai 38014002	35	A-2	Yes	-46	YES	YES	\$479,750	\$2,394	\$1,289	\$1,509	\$5,192	
Makani A Kai 38014001	23	A-2	Yes	-24	YES	NO	\$966,000	\$4,828		\$1,198	\$6,025	\$251

¹ Sales per RPT dating to 2022

² Calculated using average sales price with FHB mortgage calculator, 30 yr fixed, 20% down, 3.675%

³ Does NOT include special assessments, though

⁴ Special Assessments are levied on a per/unit basis, either collected monthly or in a lump sum

HLU Committee

From: Steve Cawley <cawley500@yahoo.ca>
Sent: Tuesday, June 30, 2026 7:47 AM
To: HLU Committee
Subject: Resolution 26-110: Kahana Outrigger and Building #4
Attachments: KO Attach 2.png; KO Attach 4.jpg; KO Attach 5.png; KO Attach 1.png; KO Attach 3.png

You don't often get email from cawley500@yahoo.ca. [Learn why this is important](#)

Council Members,

I am the AOA President of Kahana Outrigger. We **very** much appreciate the inclusion of twelve of our sixteen units (three of our four buildings) in Resolution 26-110. However, our Building #4 (TMK 4-3-005:021) was not included, albeit listed in Exhibit I of the public meeting notice. I am hopeful that this email can result in adding Building #4 to the list of properties that will hopefully be zoned H-3 this year.

Kahana Outrigger is a Leasehold Property

- 80% of our land is owned by the Naleieha Family LLC. We renegotiated the lease in the Fall of 2024 with lease payments set until 2041;
- Our monthly AOA leasehold rent + fees are high; \$4,400 per owner (see *KO Attachment 1*);
- Every unit pays roughly the same monthly amount (\$20 difference between upper and lower units); Building #4 owners pay the same as the owners of the other buildings.
-

Kahana Outrigger Recent Sales

- The last sale was in Building #4, unit 4A2, in 2024, and sold for roughly \$900,000;
- Unit 3A2 is the only unit for sale today at \$1,595,000;
- The tax assessed value of our unit, 1B1, was \$1,094,000 for 2026 (see *KO Attachment 2*).
-

A Significant Special Assessment is Pending

- The heavy rain earlier this year revealed considerable roof wear and tear to each building. Roof repair will approximately cost \$200,000 per building;
- Dry rot and building repairs are ongoing and required prior to repainting our buildings. All four buildings need to be repainted (this is necessary every 7-8 years). Significant dry rot and building repairs will begin in August 2026 at a cost of \$40,000 per building. The cost of painting will be approximately \$60,000 per building and will be completed in 2027 and 2028;
- While we have some reserves set aside, a meaningful portion of the \$75,000 per owner (for dry rot, roof and painting expenses) will need to be covered through a special assessment.

•

Other Important Kahana Outrigger information

- Built in 1981, Kahana Outrigger's approved original bylaws and declarations stated that owners "may rent or lease their apartments on any long-term or short-term (including daily) basis..." (see *KO Attachment 3*);
- Up until 2018, all Kahana Outrigger units were tax classified as Hotel/Resort. After 2018, they were classified as TVR-STRH (see *KO Attachment 2*);
- All four Kahana Outrigger buildings each contain four units and are located on the ocean side of Lower Honoapiilani Road, tightly grouped together on 1.3 acres (Building #4 TMK 4-3-005:021 is circled in *KO Attachment 4*);
- All four Kahana Outrigger buildings are vulnerable to sea level rise (*KO Attachment 5*).

I hope this email is helpful. Please contact me if you'd like any other information regarding Kahana Outrigger. We are appreciative of our partial inclusion and hopeful that all four buildings can be categorized as H-3.

Thank you for your time,

Tracy Tremble
President, Kahana Outrigger AOA
(250) 212-6561



Log In Search

search...

Layers Map Search Sales Search Sales List Results Sales Results Report Home Pictometry Imagery

Assessment Information

Hide Historical Assessment

Columns

Year	Tax Class	Market Land Value	Agricultural Land Value	Assessed Land	Building Value	Total Assessed Value	Total Exemption Value	Total Net Taxable Value
2026	TVR-STRH	\$455,300	\$0	\$455,300	\$639,200	\$1,094,500	\$0	\$1,094,500
2025	TVR-STRH	\$455,300	\$0	\$455,300	\$760,800	\$1,216,100	\$0	\$1,216,100
2024	TVR-STRH	\$455,300	\$0	\$455,300	\$935,300	\$1,390,600	\$0	\$1,390,600
2023	TVR-STRH	\$455,300	\$0	\$455,300	\$728,400	\$1,183,700	\$0	\$1,183,700
2022	TVR-STRH	\$229,100	\$0	\$229,100	\$706,400	\$935,500	\$0	\$935,500
2021	TVR-STRH	\$208,300	\$0	\$208,300	\$711,700	\$920,000	\$0	\$920,000
2020	TVR-STRH	\$208,300	\$0	\$208,300	\$544,800	\$753,100	\$0	\$753,100
2019	TVR-STRH	\$189,400	\$0	\$189,400	\$567,900	\$757,300	\$0	\$757,300
2018	TVR-STRH	\$172,200	\$0	\$172,200	\$536,300	\$708,500	\$0	\$708,500
2017	HOTEL / RESORT	\$311,400	\$0	\$311,400	\$286,300	\$597,700	\$0	\$597,700

[How to calculate real property taxes](#)

Historical Tax Information

Columns

Year	Tax	Payments and Credits	Penalty	Interest	Other	Amount Due
2026	\$14,617.50	\$0.00	\$0.00	\$0.00	\$0.00	\$14,617.50
2025	\$15,525.40	(\$15,525.40)	\$0.00	\$0.00	\$0.00	\$0.00
2024	\$17,773.10	(\$17,773.10)	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$14,026.85	(\$14,026.85)	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$11,085.68	(\$11,085.68)	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$10,226.00	(\$10,226.00)	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$8,344.35	(\$8,344.35)	(\$8.34)	(\$87.03)	\$0.00	\$0.00
2019	\$8,140.98	(\$8,140.98)	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$6,574.88	(\$6,574.88)	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$5,600.45	(\$5,600.45)	\$0.00	\$0.00	\$0.00	\$0.00



430050290000

430050310000

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430050190000

4300

Selected fe

Parcel ID, Address ... 🔍

Address, or Geocoded

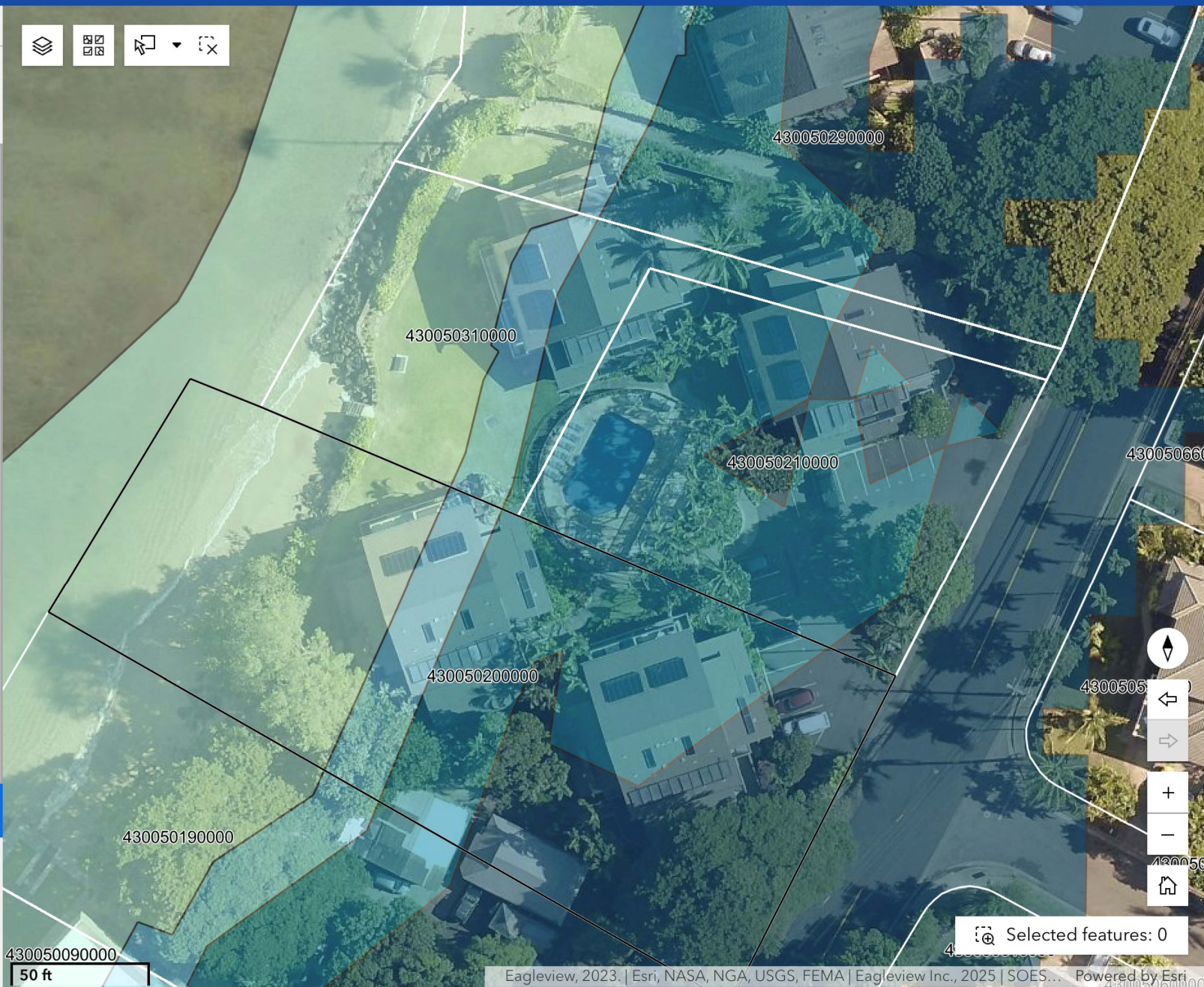
Sea Level Rise Hazards:



Marine

Exposure Area

Exposure Area



Tools



Layers

EROSION

☐ High Wave

☐ Passive Flood
Groundwater

☐ Passive Flood
Marine

☒ Sea Level Rise
Exposure
Area

0.5

1.1

2

3.2

☐ Hazard Areas

☐ Amended

☐ Swipe

Leading layers

Trailing layers

Selected features: 0

unity



OFFERED BY



Search in TownSq Community



Tracy Tremble
Kahana Outrigger

Kahana Outrigger
Address 4521 LOWER HONOAPIILANI
ROAD #3B1 (LOT 3B1)

CURRENT BALANCE 0

billing statement or coupon book. For final payoff amounts, please contact your management company.

ACCOUNT 2375458
LAST PAYMENT OF \$ 4414.8
RECEIVED ON 6/4/2026

Jul 2026

	USER_ACCOUNTS.TYPE	REFERENCE	COMMENTS	
1st	01	Maint Fees	Recurring Charges: 07/01/2026	\$21
1st	03	Lease Rent	Recurring Charges: 07/01/2026	\$15
1st	RESERVE	Reserve Fee	Recurring Charges: 07/01/2026	\$7

Jun 2026

	USER_ACCOUNTS.TYPE	REFERENCE	COMMENTS	
4th	ECHECK	py_3TerskEilAyt1QG11	Online ACH Payment	-\$4
1st	01	Maint Fees	Recurring Charges: 06/01/2026	\$21
1st	RESERVE	Reserve Fee	Recurring Charges: 06/01/2026	\$7
1st	03	Lease Rent	Recurring Charges: 06/01/2026	\$15

May 2026

	USER_ACCOUNTS.TYPE	REFERENCE	COMMENTS	
4th	ECHECK	py_3TTd6iEilAyt1QG10	Online ACH Payment	-\$4
1st	RESERVE	Reserve Fee	Recurring Charges: 05/01/2026	\$7
1st	03	Lease Rent	Recurring Charges: 05/01/2026	\$15
1st	01	Maint Fees	Recurring Charges: 05/01/2026	\$21

Apr 2026

even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

10. Purposes.

(a) The apartments hereinabove described shall at all times be used only as a private dwelling for the owner, his family, tenants and social guests, and for such other purposes which are compatible with the applicable zoning ordinances. The owners of the respective apartments may rent or lease their apartments on any long-term or short-term (including daily) basis for such residential use. The apartments shall not be used as an office or for any other commercial purpose.

(b) The owner of an apartment shall not use or permit to be used the same for any purpose which will injure the reputation of the Project. Such owner shall not suffer

HLU Committee

From: Theresa Boyle <tmb1406@gmail.com>
Sent: Tuesday, June 30, 2026 5:33 AM
To: HLU Committee
Subject: Resolution 110

You don't often get email from tmb1406@gmail.com. [Learn why this is important](#)

Dear Committee Members:

I am an owner of a unit within the Maui Sunset resort and am writing today to advocate for the passage of Resolution 110 which would amend our zoning status to H4. It is clear that Maui Sunset will meet the requirements of this zoning because we provide diverse uses including timeshare, short term rentals, long term rentals and full time owners. We also have full time operations staff including a full-time Resident Manager, property maintenance, groundskeeping, security staff and pool maintenance. We also operate a reservation desk 7 days per week with security staff handling off-hour check-ins. This zoning change is an important step in clarifying the zoning regulations for Maui County. Thank you for your work on behalf of the County of Maui and for your consideration of this critical Resolution. Sincerely, Theresa Boyle

HLU Committee

From: mike watson <riomike@pacbell.net>
Sent: Tuesday, June 30, 2026 5:13 AM
To: HLU Committee
Subject: Resolution 110

You don't often get email from riomike@pacbell.net. [Learn why this is important](#)

Dear Council Members,

Below is the “extended version” of my comments about the fact that Kanai a Nalu in Maalaea is not included among the properties recommended for the new STR zoning. Three buildings on our street are included in Resolution 110 but Kanai a Nalu is not mentioned yet we meet the same criteria perhaps to a greater degree than the properties included:

1) We are leasehold

2) We are severely impacted by sea level rise (We have just been approved by Maui County for an almost \$3,000,000 oceanfront project paid for by owners to save our condo complex.) This is an expense and risk to long term housing that the study committee was specifically concerned about.

3) With HOA expenses, leasehold rent, mortgage, cost to repair/maintain oceanfront land Kanai a Nalu would not be affordable to your constituents that the legislation is meant to address.

I have owned a condo at Kanai a Nalu in Maalaea for over 30 years. Our family has enjoyed Maui over that time and consider it our second home. In order to afford the expense of owning on Maui (particularly as a “non resident”) we have used it as a short term rental during the times we are not there.

I did read the recent TIG report and believe the recommendations are well thought out and make sense. Our primary residence is Santa Cruz, California and we share some of the same problems as Maui in terms of affordable housing. Santa Cruz is making substantial progress in incentivizing construction of hundreds of units mandated to be “affordable”. I do hope Maui can do the same.

The TIG report identified Apartment District Properties where continuing TVR use may be appropriate. I was surprised that Kanai a Nalu was not on “Exhibit 2” of the report. I believe it must be an oversight. We clearly exhibit the two primary characteristics of the properties on that list.

PROPERTIES WITH MARKET VALUES NOT ATTAINABLE BY MOST MAUI RESIDENTS

Kanai a Nalu is leasehold therefore we pay \$1,005/month land lease which will increase \$250 this next June

HOA and electric come to about \$1,300 per month

Our Board calculates that there will be additional assessments in order to cover building protection due to seawall failure, elevator and roof replacement, spalling, painting. Projected cost of over \$3,500,000 to be shared by owners.

The above does not include mortgage, insurance (I pay over \$12,000/yr), property taxes (my new bill is over \$12,000/yr)

All of these expenses would have to be paid by the renter/new owner. Rent would not be affordable.

This is for 900 square feet 2 bedroom with no storage area, parking for only 1 car, no community infrastructure (stores, schools, close by employment) and on land that is owned by someone else.

PROPERTIES WHERE ANY PORTION OF THE PROPERTY IS LOCATED IN THE FULL SLR-XA OR IS ALREADY IMPACTED BY SEA LEVEL RISE WOULD NOT PRODUCE LONG TERM HOUSING OPTIONS FOR RESIDENTS AND WOULD THEREFORE BE APPROPRIATE FOR CONTINUED TVR USE.

This is particularly where Kanai a Nalu meets the TIG recommendation requirements for inclusion on “Exhibit 2”. We are already “SEVERELY IMPACTED” by sea level rise. Kanai a Nalu is clearly in the worst of the impact areas on the State of Hawaii Sea Level Rise study and mapping. All of Maalaea is in the worst area but we happen to have the most damage to date and are losing land to the ocean as I write. We are currently working with Maui County to on plans to save our property/buildings and expect it will cost well over 1.5 million. Properties on both sides of us are on “Exhibit 2” yet we actually have ongoing damage while they are better protected from ocean damage. This is why I think we were “left off” by oversight.

Thank you for reading this far. I have a couple more points.

LOSS OF COUNTY REVENUE

I will pay over \$12,000 property taxes this year. A friend who owns a unit in Kanai a Nalu as a RESIDENT will pay less than \$2,000 - a loss to the County of \$10,000 per year.

I pay over \$7,000 per year in Excise and Transient tax. As you know, Maui now gets paid a portion of that directly.

Think of the tourist revenue lost. How many travelers would be able to afford expensive hotels and 3 meals a day for their families? We STR owners provide a major service to the tourist industry but, of course, the hotels would be happy to have fewer and less expensive options available.

INCENTIVIZING OWNERSHIP/LONG TERM RENTALS

Part of the TIG study postulated extra fees, a lottery, or other additional costs to owners who wish to continue short term rentals. This “stick” as opposed to a “carrot” is shortsighted. We already have the “stick” applied in terms of our substantial property tax differential on the other tourist taxes we pay.

Again, thank you for your attention and work to make Maui more affordable for locals.

I do hope you seriously consider the zoning changes recommended by the TIG study and also include Kanai a Nalu where it belongs among the properties on “Exhibit 2”

Mahalo,
Mike Watson
Owner Kanai a Nalu
250 Hauoli Street, Maalaea

[Sent from AT&T Yahoo Mail for iPhone](#)

HLU Committee

From: theshoresofmaui@gmail.com
Sent: Monday, June 29, 2026 4:17 PM
To: HLU Committee
Cc: treasurershoresofmaui@gmail.com
Subject: Testimony on Resolutions 26-110 and 26-111; Request to Include The Shores of Maui (TMK 390170030000) in Council-Initiated Rezoning and Community Plan Amendments
Attachments: Shores of Maui Letter re Rezoning 20260629.pdf

You don't often get email from theshoresofmaui@gmail.com. [Learn why this is important](#)

Dear Chair U'u-Hodgins, Vice-Chair Batangan, and Members of the HLU Committee,

The email is sent regarding resolutions 26-110 and 26-111 which the Committee will consider later this week. On behalf of the Shores of Maui AOA, I am submitting the attached letter addressing the resolutions and our request to be included in Council-initiated rezoning and community plan amendments.

Thank you in advance for your consideration of this information and request.
Sincerely,

Jamie Hollingbery
President
Shores of Maui AOA

The Shores of Maui

AOAO

2075 SOUTH KIHAI

KIHAI, HAWAII

June 29, 2026

VIA EMAIL TO: HLU.committee@mauicounty.us

RE: Testimony on Resolutions 26-110 and 26-111; Request to Include The Shores of Maui (TMK 390170030000) in Council-Initiated Rezoning and Community Plan Amendments

Dear Chair U'u-Hodgins, Vice-Chair Batangan, and Members of the Committee:

On behalf of the Board of Directors of the Association of Apartment Owners of The Shores of Maui, we respectfully submit this testimony in connection with the Committee's consideration of Resolutions 26-110 and 26-111. We note that the HLU Agenda indicates that the Committee may consider revising the resolutions to add properties from Exhibit 1 attached to the HLU agenda. The Shores of Maui is one of the properties on that list, and we request that the Committee revise the resolutions to include The Shores of Maui in the council-initiated rezoning process.

I. Property Background and Historical Information.

The Shores of Maui is a 50-unit condominium complex located at 2075 South Kihei Road, directly across from the Cove in the heart of Kihei. It was built in 1975 and has operated continuously as a vacation rental property for its entire fifty-one year existence.

The property was developed and marketed as a vacation rental property from the outset. We have included with this submission two letters from individuals who purchased units at The Shores of Maui shortly after it was built, along with documentation establishing vacation rental use. These letters were originally sent to Councilmember Tom Cook and the individuals have approved of the Board including their letters with this request (See Attachments 1 and 2 enclosed with this letter). Both owners testify that the The Shores of Maui originally operated like a hotel with an on-site manager and an office where guests checked in. Jim Seaver originally purchased a unit in 1976 and still owns the same unit today. He describes how units came fully furnished with everything needed to rent them to guests, including towels, silverware, etc. When he purchased his unit in 1976, it was already in use as a vacation rental and the contract he signed required him to honor existing bookings. Notably, he was able to provide a copy of that contract, which is enclosed with his letter (see page 5 which states "Buyer agrees to honor rental commitments made prior to 11/11/76" and "Tourist Rentals to be pro-rated outside of escrow."). Mr. Seaver also recounts how the on-site manager hosted a weekly Mai Tai party for guests down by the pool, which the owners paid for as part of the management fee. The Shores of Maui was clearly built for vacation use and not workforce housing or long-term residential use.

The property's physical design reflects its vacation rental purpose. The complex has only fifty units and dedicates a substantial amount of the property to amenities oriented toward vacationers—a swimming pool, hot tub, tennis and pickleball courts, barbecue areas,

and tropical landscaping—rather than the storage, multi-vehicle parking, and utilitarian spaces that long-term residents require. A majority of units are one-bedroom with a single parking space. The property was built for tourists visiting Kihei, and it has served that purpose for over half a century.

II. Eligibility Under Ordinance 6008.

Ordinance 6008 establishes that the H-3 Hotel District is "reserved for units or structures that had been in the A-1 ... districts ... and where transient vacation rentals had been permitted uses." The Shores of Maui satisfies both elements. The property is zoned A-1, as confirmed by County records and its inclusion on the County's list titled "Apartment District Properties Allowed to be Used for Short-Term Occupancy." Furthermore, TVR use has been conducted at The Shores of Maui since its construction in 1975, well before the April 20, 1989, cutoff date. The property appears on the Minotoya List and has continuously been used for short-term vacation rentals.

III. Consistency with the Stated Purpose of the Resolutions.

A. Resolution 26-111: Properties Operating Like Hotels. Resolution 26-111 provides that a hotel land use designation is appropriate for properties "that operate like hotels—for example, by providing front-desk or similar services or employing groundskeepers and other staff." The stated purpose of Resolution 26-111 is to "change community plan land use designations and approve related community plan amendments to allow Transient Vacation Rental uses to continue at these properties." We note that the requirements stated in the Resolution are disjunctive, requiring either front desk services *or* employing groundskeepers and other staff. The Shores of Maui meets the criteria. The Association employs a full-time on-site property manager who serves as a groundskeeper and maintenance professional, e.g., cleaning the grills each morning for guest use, tidying and arranging the pool area, ensuring guests comply with property rules, and supervising other service providers and contractors on the premises. For years after it was built, The Shores of Maui's on-site manager also checked-in guests (as indicated in the enclosed letters from owners). Today, although the management model has changed as technology has evolved, the Association continues to employ a full-time on-site property manager who is critical to the operation of the property for vacation rental use.

B. Resolution 26-110: Timeshare, Leasehold, and Other Properties. Resolution 26-110 identifies three categories of properties appropriate for H-3/H-4 zoning. Although The Shores of Maui's 50 units exceed the "less than five units" threshold in the third category, it squarely satisfies the underlying policy rationale of that category and of the resolution as a whole—namely, that continued TVR use is appropriate where property values are "difficult for the average potential homeowner to afford" and where the properties will not realistically function as long-term housing. We request that the Committee exercise its discretion to revise "Resolution 26-110 to add properties consistent with the Resolution's purpose" by reconsidering the arbitrary criteria of "less than five units." If the average Maui resident cannot afford units at a property, it makes no difference whether the property has four units or more than four units. As discussed below, The Shores of Maui is not affordable for most Maui residents and was not designed for long-term housing.

IV. Consistency with the Recommendations of the TIG Report.

We are encouraged that the Council appears to be moving forward with implementing the recommendations set forth in the TIG Report. The Shores of Maui was not originally included on Exhibit 2 to the TIG Report and we wish to address that oversight here, either in support of including The Shores of Maui in the resolutions discussed above or in subsequent H-3 rezoning and community plan resolutions proposed by the Council.

A. Properties with Market Values Not Attainable by Most Maui County Residents.

The Shores of Maui does not meet any metric of affordability. Maui County's published 2026 Affordable Sales Price Guidelines establish affordable sales prices for homes based on HUD Median Family Income. For Maui County, the median income is \$131,500. Based on the report, even for those earning 100% of Maui's median income, the highest affordable sales price for a one-bedroom unit is \$321,930 (at current interest rates of 6.5%) and \$412,080 for a two-bedroom unit (See Attachment 3 enclosed with this letter). In 2026, there were two one-bedroom units sold at The Shores of Maui for a price of \$610,000 (unit 207) and \$599,999 (unit 214). There are currently two units listed for sale, one of which is listed at \$659,000 (unit 208, currently shown as "pending") and another listed at \$611,000 (unit 114). The Shores of Maui also has eleven two-bedroom units, although none have sold in the past few years. Based on Redfin estimates, the two-bedroom units have an estimated value generally ranging from \$700,000 to \$1,000,000—far in excess of the \$412,080 sales price established by the County's guidelines for two-bedroom units. For your reference, we have included Redfin documentation for the units that sold this year and the two units currently for sale (Attachments 4 and 5).

The sales price is only part of the picture. With an aging property like The Shores of Maui, with only 50 units, assessments are significant. As of May 2026, assessments ranged from \$1,613 to \$2,241 per month, with an average of \$1,910 per month (See Attachment 6). In addition to ongoing expenses, owners are responsible for special assessments and currently there are capital projects that add additional costs to owners, including a large retaining wall repair project (for instance, a monthly expenditure of roughly \$500 for owners is included in the figures above which ends this month) and upcoming repairs and replacements to decks. Considering the high sales price and the substantial monthly costs, The Shores of Maui is well out of the affordability range for most Maui residents.

Notably, data compiled by the County bears this out. The Maui Department of Finance transmitted sales data to the Committee showing that since Ordinance 5909 took effect, only 25% of property sales (in areas impacted by the ordinance) have been to local residents, whereas 65% of buyers are out-of-state residents, and 10% are from out of the country. Perhaps the most telling data from the report is that the average sales price for properties purchased by local residents is \$451,694. The data confirms what the TIG anticipated: phasing out TVR use does not produce housing for local residents; it produces discounted investment opportunities for mainland and foreign buyers. The Shores of Maui is unfortunately not an affordable option for local residents. It was designed and built for vacation rental use and is not suitable for long-term housing.

B. Sea Level Rise Exposure Area.

The TIG Report also concluded that "Properties where any portion of the property is located in the full SLR-XA or would already be impacted by sea-level rise would not produce long-term housing options for residents and would therefore be appropriate to continue TVR uses." The Shores of Maui meets this criteria as well. In connection with a 2025 SMA permit for retaining wall repairs, the Maui County Department of Planning itself determined that The Shores of Maui "is located within the 3.2-foot Sea Level Rise Exposure Area (SLR-XA)." The SMA permit approval (April 30, 2025) is included with this letter as Attachment 7. The property sits directly across South Kihei Road from the Cove, within a FEMA flood zone. The Shores of Maui is unique in this way, because even though it sits mauka of South Kihei Road, there is essentially nothing standing between the ocean and the property other than the roadway itself. The TIG Report correctly determined that properties with this sort of environmental risk profile are not suitable as long-term housing for residents.

V. Request.

Under Ordinance 5909, all TVR operations in A-1 Apartment Districts must cease by July 1, 2028, unless operating under "a separate lawful authority." H-3 rezoning provides that authority. Without inclusion in the Council-initiated process, The Shores of Maui faces a complex-initiated rezoning application which we have been advised will cost hundreds of thousands of dollars and will extend years, likely well beyond the phase-out deadline. It is not a realistic alternative.

We respectfully urge the Committee to add The Shores of Maui to Resolution 26-110 or Resolution 26-111 before it is referred to the Planning Commissions. Once referral occurs, adding properties becomes procedurally far more difficult. As such, we respectfully request that the Committee:

1. Amend Resolution 26-111 or 26-110 to include The Shores of Maui as one of the included properties, adding it to both the proposed Community Plan Amendment bill and the proposed Change in Zoning bill;
2. Alternatively, we request that the Committee (and the full Council) introduce a subsequent resolution carrying out the goals of the TIG Report and specifically including The Shores of Maui in the council-initiated rezoning and community plan amendment process on a timeline allowing completion before the July 1, 2028 phase-out deadline.

We have obtained the property's metes and bounds legal description, which is enclosed as Attachment 8 and available for inclusion in the proposed bills.

Mahalo for your consideration of this request. We are grateful for the Committee's leadership in implementing the TIG's recommendations and creating an efficient pathway for eligible properties.

Respectfully submitted,

BOARD OF DIRECTORS Association of Apartment Owners of The Shores of Maui

By:  Jamie Hollingbery, President

By:  Renotta Place, Treasurer

Attachments:

1. Letter from Jim Seaver, dated November 23, 2025 (with attachments: Collection Contract, Inventory List)
2. Letter from Robert G. Roddie, K.C., dated November 23, 2025
3. Maui Affordable Housing Guidelines
4. Property Sales Data (Sold)
5. Property Sales Data (Listings)
6. 2025/2026 SOM Assessment Information
7. SMA Permit Approval (April 30, 2025) confirming SLR-XA status
8. Metes and Bounds Legal Description

Attachment 1

November 23, 2025

Councilmember Tom Cook

Via Email: Thomas.cook@mauicounty.us

RE: The Shores of Maui

Dear Mr. Cook,

I am writing in response to the recent report issued by the Temporary Investigative Group on Policies and Procedures for Transient Vacation Rental Uses in Apartment Districts (the "TIG Report"), and in particular the recommendation to continue allowing short-term vacation rental use at certain properties identified in Exhibit 2. I believe that based on the criteria the TIG members used to identify those properties, the Shores of Maui should have been included. I am providing information you may not have had available previously and respectfully request that the Council include The Shores of Maui on the list of properties subject to Council-initiated rezoning as described in the TIG Report. The Shores of Maui has been used for short-term vacation rentals since it was first built in 1975. Banning that use now will impose an unreasonable hardship on owners who purchased units in reliance on rental income, but just as importantly, it will not serve the stated goals of the County to produce more housing for local residents.

For background, I first brought my family to Maui in 1973. We stayed at the Maui Lu in Kihei, one of the few places to stay in the area at that time. We loved Maui and returned to Kihei a few years later in 1976, when we stayed at a brand-new vacation rental property—The Shores of Maui. During that trip, we learned that a unit was for sale (I believe it had previously been used as one of the model units) and eventually my wife and I, together with another couple, were able to purchase it. We would not have been able to purchase the unit but for the fact that it was a vacation rental generating some modest income to offset ownership costs.

At the time we purchased our unit, The Shores of Maui had an on-site manager who handled bookings, checked-in guests, and managed the cleaning and restocking of the units after guests departed. The complex was designed to accommodate short-term vacation rentals and that is how it was represented to us and other owners from the outset. The units came fully furnished with everything needed to rent the unit to guests, including furniture, bedding, towels, silverware, and kitchen supplies. In fact, when we purchased our unit, we were required to honor existing bookings and prorate the rental payments for those bookings at closing. For reference, I am enclosing a copy of the Collection Contract from when we purchased our unit in December 1976, as well as the original inventory list showing that the unit came stocked with linens, housewares, etc. The Collection Contract established the escrow account to collect our payments to the seller, and it states, on page 5: "Buyer agrees to honor rental commitments made prior to 11/11/76" and "Tourist Rentals to be pro-rated outside of escrow." In other words, when we purchased our unit at The Shores of Maui, we purchased an operating vacation rental.

We have owned unit 120 for nearly fifty years. During that entire time, most units at The Shores of Maui have been vacation rentals. The property was never used or intended for workforce housing, and that would not have made sense. The Shores of Maui is relatively small (50 units) and a substantial portion of the property consists of amenities like a tennis court, bbq area, landscaping, and a swimming pool and hot tub. In fact, for many years, the on-site manager hosted a weekly Mai Tai party on Thursday evenings down by the pool to welcome new guests (funded by owners as part of the management fee). The Shores of Maui has always been a place for families and others to vacation in the heart of Kihei, near shops and restaurants that depend on tourism.

Not only has The Shores of Maui been used for short-term rentals its entire existence, but discontinuing that use will not meet the objectives of adding housing stock to Maui. The units are simply not suited for long-term housing. A majority have only one bedroom, and all of the units lack the space and storage that families or long-term occupants typically require. They also have only one parking space, when many families on Maui have more than one vehicle. I ask you to consider the following:

Expenses: The cost of ownership at The Shores of Maui is high. Current assessments (maintenance fees and reserves) are \$1,613 to \$2,241 per month. The average assessment, including electricity costs, is \$1,910 per month. That is *before* factoring in the cost of a mortgage, taxes and condo unit insurance. Unfortunately, the monthly assessments are likely to increase. The Shores of Maui is an aging complex (and not built particularly well to begin with), and already work is underway on a large failing retaining wall that owners must pay for. Owners will also be responsible for anticipated future projects, including asphalt sealing and repair, fence replacement, pool heating system replacement, and significant railing and deck repairs—and that is just some of what has already been identified. The reality is that when shared among only 50 units, the capital repairs and improvements associated with an aging building are costly.

Market Pricing and Attainability: Currently, the least expensive one-bedroom unit available for sale at The Shores of Maui is priced at \$699,000 (another is \$799,000, and a two-bedroom unit is in excess of \$1 million). The monthly cost to purchase the cheapest unit (assuming 10% down and 6% interest), would be between \$4,000 to \$5,000 a month, resulting in a monthly expenditure, when factoring in assessments, of approximately \$6,000 to \$7,000. Again, that is currently the *least expensive* one-bedroom unit. The TIG Report identified that “Properties with market values not attainable by most Maui County residents would be appropriate to continue TVR uses.” Even if property values decrease significantly, units at The Shores of Maui will not be attainable—or desirable—for most Maui County residents. This is true with respect to purchasing a unit, and perhaps even more so if these units are converted to long-term rentals, as typically the rental rate would exceed the cost of ownership. The prospect of renting a one-bedroom unit with no storage for \$7,000 a month (or even thousands less than that) is not attainable for most people.

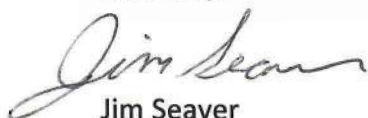
Environmental Risk: The TIG Report also recognized that “Properties where any portion of the property is located in the full SLR-XA or would already be impacted by sea-level rise would not produce long-term housing options for residents and would therefore be appropriate to continue TVR uses.” The Shores of Maui falls into that category. In connection with the ongoing retaining wall repairs, the Maui County Planning Department determined that: “The proposed project is located within the 3.2-foot Sea Level Rise Exposure Area (SLRXA) . . .” *See enclosed SMA permit approval.* The Shores of Maui is at particular risk considering its unique location across the street from the Cove. Unlike most properties in Kihei, only South Kihei Road separates The Shores of Maui from the ocean, exposing it to the risk of flooding or other catastrophic events. It is very likely that the complex could not be rebuilt as it exists, given Hawaii’s Special Management Area requirements and the property’s location within the FEMA flood zone. Properties with this sort of environmental risk profile are not suitable for long-term housing, and many other similar South Kihei Road facing properties that are mauka of the roadway are already included on Exhibit 2, including Maui Kamaole, Maui Vista, Kiehi Bay Vista, Hale Kamaole, Kamaole Sands, and Maui Hill. The Shores of Maui is substantially similar these properties and arguably more at risk.

Taxes: The economic impact of banning short-term rentals at The Shores of Maui is also notable. Currently, 86% of units are classified as TVR by the County Assessor. In 2025, those units are paying a total of \$444,695 in taxes (an average of \$10,342/unit), whereas the remaining non-TVIR units pay a total of \$4,953 (an average of \$708/unit). Just from The Shores of Maui alone, the County is at risk of losing roughly \$415,000 in annual tax revenue, money that could be used to meet other pressing needs.

I appreciate your ongoing service to the County as well as that of the other Councilmembers. I understand that the Council must juggle many different priorities and needs in connection with Maui’s housing shortage, and no solution is easy. The TIG Report endeavored to bring some coherence to the selection of properties where short-term vacation rental use would be allowed to continue. Based on the criteria specified in the TIG Report, The Shores of Maui should be one of those properties. If the Council proceeds with the recommendations in the TIG Report, The Shores of Maui should be included among the properties subject to Council-initiated rezoning and related land use procedures that will allow TVR uses to continue outright.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Seaver".

Jim Seaver

jpseaver@frontier.com

Collection Contract 1976

Return for your file

COLLECTION CONTRACT

Honolulu, Hawaii

DATE: 12/17/76

James M. Seaver, Pamela L. Seaver, Frederick Joseph Schmidt, Peggy Anne Schmidt, hereinafter "Obligor", and
PAYOR

Tom William Street and Kathleen Marie Street, hereinafter "Obligee", hereby
PAYEE

authorize and direct Honolulu Computer, hereinafter
"Agent", to collect from Obligor on behalf of Obligee, the account hereinafter specified, in the manner hereinafter set forth.

A Apartment Deed is being held in escrow for Obligee by
Hawaii Escrow and Title, Inc.

Agent is hereby authorized and directed to give written notice to said escrow depository upon full payment of all sums due from Obligor to Obligee. Upon demand, Agent is authorized and directed to provide those figures necessary to facilitate satisfaction of the instrument upon which this contract is based.

Obligor and Obligee acknowledge and agree to pay the agent, in addition to the initial service fee, a monthly charge as outlined below.

By acceptance of this Collection Contract, Agent agrees to use ordinary diligence in the collection and disbursement of the installment payments herein provided for; to provide monthly statements to the appropriate parties and to provide annual consolidated accountings of monies received, relating to Obligor. In the event of default in the installment payments herein provided for, Agent agrees to give written notice, as soon as practicable after such default, to Obligor and Obligee, that an installment payment has not been made when due. All parties hereto acknowledge and agree that shall such default occur, the Agent shall have neither responsibility nor authority to enforce collection of the installment payments herein provided for.

This contract may be terminated at any time by any party providing 30 days written notice to the other parties, such notice to be deemed given when posted in the U.S. mail, postage prepaid. Agent, in accepting this contract and in receiving installment payments pursuant hereto assumes no responsibility for the procurement, execution or delivery of any documents to which Obligor may become entitled upon full compliance with the instrument upon which this contract is based, unless such documents have been deposited with Agent for delivery upon satisfaction. Agent will deposit all installment payments received in a federally insured depository until disbursement is made in accordance with the provisions of this contract. Obligor and Obligee understand and agree that in the event that any interest is earned on such deposit, shall accrue to the account of and on the behalf of Agent only. Obligor and Obligee understand and agree that Agent shall act herein only as servicing agent for Obligor and Obligee and, as such, assumes no responsibility for any representations made in the negotiations giving rise to the execution of this contract or in the execution of the instrument upon which this contract is based.

We have read and understand the terms and conditions found in this contract and agree that the information contained in the reverse side of this agreement is a true and factual summary of our requirements of Agent.

OBLIGOR: SIGNATURE: X James M. Seaver X Pamela L. Seaver DATE: _____
X Frederick J. Schmidt X Peggy Anne Schmidt DATE: _____
Frederick J. Schmidt Peggy Anne Schmidt
OBLIGEE: SIGNATURE: X _____ X _____ DATE: _____
Tom William Street Kathleen Marie Street
DATE: _____
AGENT ACCEPTANCE: SIGNATURE: _____ DATE: _____

COLLECTION CONTRACT

TYPE OF ACCOUNT: Agreement of Sale Collection

OBLIGOR: James. M. Seaver, Pamela L. Seaver, Frederick Joseph Schmidt, and Peggy Anne Schmidt

ADDRESS: 7007 58th Drive N. E. , Marysville, Washington 98270

TELEPHONE: Business: _____ Residence: _____

OBLIGEE: Tom William Street and Kathleen Marie Street

ADDRESS: P.O. 1227, Lahaina, Hawaii 96761

TELEPHONE: Business: _____ Residence: _____

AGENT: Honolulu Computer

ADDRESS: _____

TELEPHONE: _____

PROPERTY ADDRESS: apt 120 Shores of Maui TAX KEY: (2) 3/9/17/3,5,&19

SELLING PRICE: \$ 59,500.00 DOWN PAYMENT: \$ 5,000.00 BALANCE: \$ 54,500.00

INTEREST RATE: 9 3/4 % 1ST PAYMENT DUE AGENT: Feb. 1, 1977

INTEREST BEGINS: Jan. 1, 1977 SATISFACTION DATE: five years from Jan1, 1977

TOTAL PAYMENT: \$ 590.60

INCLUDES:

lease rent: \$ _____
maint.: \$ 89.40

RP tax: \$ 33.00
Insur.: \$ _____

Other: \$ 2.00 collection fee
Other: \$ _____

DISBURSMENTS TO BE MADE BY AGENT:

\$ 361.00 MORTGAGE TO: Pacific Savings and Loan NBR: _____

ADDRESS: _____ NEXT DUE: _____

DELINQUENT: _____

\$ 89.40 MAINTENANCE TO: Pacific Island Management

ADDRESS: _____ NEXT DUE: _____

DELINQUENT: _____

\$ 40.95 OTHER: The Shores of Maui Inc.--2nd Mtg.

ADDRESS: _____ NEXT DUE: _____

DELINQUENT: _____

\$ 4.00 AGENT FEE: Honolulu Computer

\$ _____ IF DEFICIT ACCOUNT, DUE FROM OBLIGEE: _____

\$ 95.25 BALANCE TO: Tom Street

CHECKING SAVINGS AT: _____ NBR: _____

ADDRESS: P.O. Box 1227 Lahaina, Hi. 96761

INITIATION FEE: OBLIGOR: \$ 19.50 OBLIGEE: \$ 19.50

MONTHLY CHARGE: OBLIGOR: \$ 2.00 OBLIGEE: \$ 2.00

SPECIAL CONDITIONS:

ACCOUNT NUMBER FOR THIS COLLECTION IS: _____ RETURNED CHECKS WILL INCUR A \$2.50 PROCESSING
FEE PAYABLE TO AGENT. MAKE ALL CHECKS PAYABLE TO: _____

SUITE 112, 700 BISHOP STREET
HONOLULU, HAWAII 96813
PHONE ☐ 521-2977 ☐ 536-0091

Retain for your file

Escrow # K-196 Office _____
Date 11/18/76

1. Prior to recording, 1976, I as BUYER WILL hand you
2. \$ 5,000.00, plus closing costs (Cashiers or Certified Check
3. payable to Hawaii Escrow & Title, Inc.), and any documents necessary on my part
4. to enable you to comply with these instructions, which you are to use, providing
5. you hold the documents and money, if any, deliverable to me under these instructions
6. and documents have been filed for record entitling you to obtain an evidence
7. of title in the amount of \$ 59,500.00, issued by or through
8. Hawaii Escrow and Title, Inc., in the form indicated below;
9. () _____ form of Title Insurance Policy.
10. (XX) Certificate of Title, () Lien Letter,
11. You are instructed to order title search immediately (Cost of the evidence of title to be paid by seller) title
12. vested in: Tom William Street and Kathleen Marie Street
13. _____
14. TITLE TO BE VESTED IN James M. Seaver and Pamela L. Seaver
15. _____
16. COVERING PROPERTY described as apt 120 Shores of Maui Condominium, being a one bedroom, one
17. bath apartment located on the ground Floor.
18. _____
19. _____ Tax Key (2) 3/ 9/17/3,5,8,19,
20. SUBJECT ONLY TO: 1976-1977 Real Property taxes and assessments not delinquent, covenants, conditions, restrictions, rights, rights
21. of way, easements and reservations now of record or in the documents to be recorded and
22. Evidence of clear title furnished by seller
23. Mortgage securing an indebtedness, now of record (Lenders' statements to show unpaid balances of principal of \$ _____
24. _____, however if same should show to be more or less than said amount, then you are to keep the total consideration
25. the same as shown above, by accordingly adjusting the Buyers' downpayment which the Buyers assume and agree to pay, and the conveyanc-
26. ing document may so recite, _____
27. _____
28. First mortgage to record executed by Buyer(s) in favor of _____
29. _____ in the amount of \$ _____
30. _____
31. Second mortgage to record executed by Buyer(s) in favor of _____
32. _____ in the amount of \$ _____, Payable in monthly installments
33. of \$ _____, or more, including interest at the rate of _____ % per annum. Interest to
34. begin _____, first payment due _____, Said mortgage to be all due
35. and payable on or before _____
36. Agreement of Sale & Consent to record, executed by Buyer(s) in favor of Seller(s), in the amount of \$ 54,500.00
37. Payable in monthly installments of \$ 468.20, or more, including interest at the rate of 9 3/4 % per
38. annum _____
39. Interest to begin date of recording, first payment due 30 days after recording
40. Said Agreement of Sale to be all due and payable on or before 5 years from date of recording
41. ~~pre-payment can be made without penalty so long as they do not exceed 20% of seller's~~
42. ~~first mortgage in any one year. If buyer wishes to pre-pay more than 20% in any one~~
43. ~~year he must pay seller's prepayment penalty.~~
44. SPECIAL CONDITIONS: ~~If Buyer withdraws this offer before close of Escrow he will get his~~
45. ~~deposit back less escrow fees.~~
46. ~~This sale includes all built-in furniture, fixtures, and equipment and~~
47. ~~appliances, washer/dryer and furniture viewed by buyer per inventory to be furnished~~
48. ~~by seller prior to closing.~~
49. ~~Maintenance and taxes to be paid by buyer, prorated from date of~~
50. ~~closing of escrow.~~
51. ~~Seller to be furnished copy of full liability,~~
52. ~~fire and glass insurance and to be notified by insurance company of cancellation.~~
53. ~~Buyer agrees to honor rental commitments made prior to 11/11/76.~~
54. _____
55. _____
56. _____
57. _____
58. _____
59. Buyer and Seller shall perform all their obligations set forth herein on or before Jan 5, 1976, 19____. Buyer and Seller both agree
60. that this time may be extended for a period of 30 days at the discretion of the Seller's Broker. All documents shall be recorded within a reasonable
61. time thereafter, and upon such recording, the net proceeds shall be disbursed to Seller.
62. Buyer shall be given occupancy of the property (on the date of recording of the conveyance to Buyer or) on recording
63. Prorate or adjust the following as of recording;
64. (XXXX) Real Property Taxes () Existing Fire Insurance () Lease Rent
65. () Sewer Service Fee (XXXX) Maintenance (XXXX) rentals
66. _____
67. () Charge the Buyer(s) and credit the Seller(s) with the amount of any funds shown on Mortgage's statement held in Customer
68. Trust Account.
69. () Rents as per Statement Attached
70. () Prorate interest on Mortgage of record, based on statement of Mortgagee.
71. Buyer and Seller will pay their escrow charges and such other charges as are advanced for them regardless of consummation of this Escrow.
72. Buyer will pay 1/2 Escrow Fee, costs of recording deed, assignment of lease and consent thereto, mortgage or other documents necessary to complete
73. this Escrow, any notary fees as to Buyers' signatures, if required, and attorneys' fees for drafting the necessary documents other than deed or
74. assignment of lease and consent thereto.

GENERAL PROVISIONS

75. The Buyer and Seller each appoint you as their agent to execute and file any necessary State of Hawaii Conveyance Tax Certificate reporting the consideration for tax purposes in accordance with the applicable statute and regulations thereunder.

If the conditions of this escrow have not been complied with prior to the date set out above, or any extension thereof, you are nevertheless to complete the escrow as soon as the conditions, except as to time, have been complied with, unless written demand shall have been made upon you not to complete it, in which case you may, at your option, retain the money or instruments deposited with you pending the giving of a five day notice to the other parties hereto by ordinary mail at the addresses given below, or may return all money, instruments, or other documents to the parties depositing them in escrow at the addresses indicated below, and such return shall completely discharge and release you from any further obligation and from all liability whatsoever hereunder.

Make prorations on the basis of a 30-day month, based on the latest available tax bills. "Close of escrow", unless otherwise stated herein, shall mean the day papers are filed for record. Funds received in escrow shall be deposited and held with other escrow funds in any general escrow account or accounts maintained by you. It is understood that you shall have no liability for disbursement of any sums above and beyond those furnished pursuant to these escrow instructions. You shall hold said funds and disburse the same until they shall be exhausted unless all of the undersigned parties hereto shall otherwise direct in a writing accepted by you.

You shall be under no obligation or liability for failure to inform the parties hereto regarding any sale, loan, exchange, or other transaction, or facts within your knowledge, even though same concern the property described herein, provided they do not prevent your compliance with these instructions, nor shall you be liable or responsible for the due authorization, sufficiency or correctness as to form, manner of execution, genuineness or validity of any instrument ordered as my agent or deposited by me or on my behalf or otherwise deposited in escrow, nor as to the identity, authority, or rights of any person executing the same, nor as to the due authorization thereunto of any person purporting to have signed the same in any capacity, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed herein or referred to herein, and your duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents received by you as escrow holder, and for the disposition of same in accordance with the instructions contained in this escrow agreement. You shall act in this transaction solely as escrow agent and shall have no duties or responsibilities of any kind or nature whatsoever, save and except as expressly set forth herein, and your liability as escrow holder shall be confined to the things specifically provided for in the written instructions in this escrow.

If any dispute or difference shall arise between the parties hereto, or with any third person, or if any conflicting demand shall be made upon you or should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further rights, but are not required, to commence or defend any action or proceedings for the determination of such conflict. The parties hereto jointly and severally undertake and agree to pay on demand all costs, claims, demands, liabilities, obligations, damages, judgments, costs and expenses, including reasonable attorneys' fees, of any kind and nature which in good faith may be suffered, incurred or sustained by you in connection with, or arising out of or charged by you in this escrow, including but without limiting the generality of the foregoing, any action or proceeding mentioned in the immediately preceding sentence or a suit in interpleader brought by you, or any costs and expenses incurred by you for the interpretation of these instructions. You are hereby given a first lien upon all the rights, title and interest of each of the parties in all papers and other property or moneys deposited in this escrow, to protect your rights and to indemnify and reimburse you under this agreement. In the event you file a suit in interpleader, you may, after deducting your charges for acting hereunder and all of your costs, expenses and reasonable attorneys' fees incurred in connection therewith, or otherwise previously incurred, suffered or sustained by you, deposit the balance of the escrow funds and any documents deposited in escrow in any court of competent jurisdiction for determination by that court of the party or parties entitled to receive the same, and the receipt of the Clerk of the Court therefor shall constitute your full release and discharge from any and all liability to the parties hereto or any other persons arising from or incurred in connection with this escrow agreement and you shall be fully released and discharged from all obligations further to perform any and all duties or obligations imposed upon you in this escrow. You shall not be liable for any act you or your agents, employees or servants may do or omit to do hereunder as escrow agent while acting in good faith and in the exercise of your best judgment, and any act done or omitted by you pursuant to the advice of your attorneys shall be conclusive evidence of such good faith.

It is understood and agreed by Buyer and Seller that you may deposit any funds held in escrow by you pursuant hereto, in an interest bearing account, and that any interest earned on such funds shall accrue in your behalf and for your account only.

Unless otherwise instructed herein, you are hereby authorized to order all required documents to be prepared by an attorney of your choice. Any additional costs occasioned by changes to documents after preparation shall be charged to the party requesting such changes.

These instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same document. Any such counterpart when executed by either the Buyer or the Seller shall be fully executed and binding upon the signing party, whether such counterpart shall be executed by the other party or parties hereto. In these instructions whenever the context so requires the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural includes the singular. The word "record" includes register. It is mutually agreed by the parties to this escrow that all papers, instructions, documents, memorandums, records, and other items pertaining to this escrow which may have been retained by you may be destroyed at the expiration of six years from the date of the last transaction made hereunder.

Any amended, supplemental, or additional instructions given you shall be in writing and shall be subject to the foregoing conditions. To be effective, any such instructions must at least be accepted by you.

THE FOREGOING TERMS, CONDITIONS, PROVISIONS AND INSTRUCTIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED AND SHALL BECOME EFFECTIVE UPON YOUR ACCEPTANCE THEREOF.

76. Buyer's Signature(s) James M. Seaver X Pamela L. Seaver
 Street James M. Seaver Pamela L. Seaver
 Address 7007 58th Dr. N.E. Peggy Schmidt Zip _____
Marysville, Washington 98270 Peggy Schmidt Telephone _____
Fred J. Schmidt
 SELLER
 Date _____ 19____

77. I HEREBY APPROVE AND AGREE TO THE TERMS, CONDITIONS, INSTRUCTIONS BELOW AND ON THE REVERSE SIDE
 78. HEREOF AND THE GENERAL PROVISIONS ABOVE. On or before the Closing Date Seller agrees to hand you the necessary conveyancing document or documents which you will deliver when you hold for Seller's account the sum of \$ _____ from
 79. which you will deduct and pay the following:
 80.

81. Commission of \$ 3,570 to Blue Water Properties
 82. Commission of \$ _____ to _____
 83. State of Hawaii Conveyance Tax, if applicable, 1/2 Escrow Fee, unless otherwise stated herein, Notary Fee, if applicable, Attorney Fee
 84. for drawing documents, Consent Fee, if applicable, Demand of Mortgagee of existing encumbrance of record, if applicable.
 85. _____
 86. _____
 87. _____

88. You will, as my escrow agent, assign any fire insurance policies of mine to the buyer, if prorated, and forward such policies to the parties
 89. entitled thereto. In case of loss or damage to the property covered by these instructions subsequent to transfer of title before assignment of
 90. policies, the undersigned will pay the proceeds of such policies to Buyer and Buyer's mortgagee, if any, as their respective interests shall
 91. appear. Credit my entire sales proceeds, \$ _____ to Checking/Savings Account No. _____
 92. at _____ Branch and balance to: _____
 93. _____

94. Seller's Signature(s) X X
 Street Tom William Street Kathleen Marie Street
 Address P.O. Box 1227 Zip _____
Lahaina, Hawaii 96761 Telephone _____

HAWAII ESCROW & TITLE INC.
SUITE 112, 700 BISHOP STREET
HONOLULU, HAWAII 96813
PHONE ☐ 521-2977 ☐ 536-0091

Return for your file

BUYER AND SELLER
ESCROW INSTRUCTIONS

Escrow # K-196 Office _____
Date 11/18/76

GENTLEMEN:

1. Prior to recordation, 19____, I as BUYER WILL hand you
2. \$5,000.00, plus closing costs (Cashiers or Certified Check
3. payable to Hawaii Escrow & Title, Inc.), and any documents necessary on my part
4. to enable you to comply with these instructions, which you are to use, providing
5. you hold the documents and money, if any, deliverable to me under these instructions
6. and documents have been filed for record entitling you to obtain an evidence
7. of title in the amount of \$ 59,500.00, issued by or through
8. Hawaii Escrow and Title, Inc., in the form indicated below;
9. () _____ form of Title Insurance Policy.
10. (X) Certificate of Title, () Lien Letter,
11. You are instructed to order title search immediately (Cost of the evidence of title to be paid by seller) title
12. vested in: Tom William Street and Kathleen Marie Street
13. _____
14. TITLE TO BE VESTED IN James M. Seaver and Pamela I. Seaver Frederick Joseph Schmidt
15. Peggy Anne Schmidt
16. COVERING PROPERTY described as apt 120 Shores of Maui Condominium, being a one bedroom, one
17. bath apartment located on the ground floor.
18. _____
19. _____ Tax Key (2) 3/ 9/17/3,5,619
20. SUBJECT ONLY TO: 1976 - 1977 Real Property taxes and assessments not delinquent, covenants, conditions, restrictions, rights, rights
21. of way, easements and reservations now of record or in the documents to be recorded and _____
22. Evidence of clear title furnished by seller
23. Mortgage securing an indebtedness, now of record (Lenders' statements to show unpaid balances of principal of \$ _____
24. _____, however if same should show to be more or less than said amount, then you are to keep the total consideration
25. the same as shown above, by accordingly adjusting the Buyers' downpayment which the Buyers assume and agree to pay, and the conveyanc-
26. ing document may so recite, _____
27. _____
28. First mortgage to record executed by Buyer(s) in favor of _____
29. _____ in the amount of \$ _____
30. _____
31. Second mortgage to record executed by Buyer(s) in favor of _____
32. _____ in the amount of \$ _____. Payable in monthly installments
33. of \$ _____, or more, including interest at the rate of _____% per annum. Interest to
34. begin _____, first payment due _____. Said mortgage to be all due
35. and payable on or before _____.
36. Agreement of Sale & Consent to record, executed by Buyer(s) in favor of Seller(s), in the amount of \$ 54,500.00
37. Payable in monthly installments of \$ 468.20, or more, including interest at the rate of 9 3/4% per
38. annum _____
39. Interest to begin date of recordation, first payment due 30 days after recordation
40. Said Agreement of Sale to be all due and payable on or before 5 years from date of recordation
41. pre-payment can be made without penalty so long as they do not exceed 20% of seller's
42. first mortgage in any one year. If buyer wishes to pre-pay more than 20% in any one
43. year he must pay seller's prepayment penalty.
44. SPECIAL CONDITIONS: If Buyer withdraws this offer before close of Escrow he will get his
45. deposit back less escrow fees.
46. This sale includes all built-in furniture, fixtures, and equipment and
47. appliances, washer/dryer and furniture viewed by buyer per inventory to be furnished
48. by seller prior to closing.
49. Maintenance and taxes to be paid by buyer, prorated from date of
50. closing of escrow.
51. Seller to be furnished copy of full liability
52. fire and glass insurance and to be notified by insurance company of cancellation.
53. Buyer agrees to honor rental commitments made prior to 11/11/76.
54. _____
55. Tourist Rentals to be pro-rated out side of escrow.
56. _____
57. _____
58. _____
59. Buyer and Seller shall perform all their obligations set forth herein on or before Jan 5, 1976, 19____. Buyer and Seller both agree
60. that this time may be extended for a period of 30 days at the discretion of the Seller's Broker. All documents shall be recorded within a reasonable
61. time thereafter, and upon such recordation, the net proceeds shall be disbursed to Seller.
62. Buyer shall be given occupancy of the property (on the date of recording of the conveyance to Buyer or) on recordation
63. Prorate or adjust the following as of recordation;
64. (XXXX) Real Property Taxes () Existing Fire Insurance () Lease Rent
65. () Sewer Service Fee (XXXX) Maintenance (XXXX) rentals
66. _____
67. () Charge the Buyer(s) and credit the Seller(s) with the amount of any funds shown on Mortgage's statement held in Customer
68. Trust Account.
69. () Rents as per Statement Attached
70. () Prorate interest on Mortgage of record, based on statement of Mortgagee.
71. Buyer and Seller will pay their escrow charges and such other charges as are advanced for them regardless of consummation of this Escrow.
72. Buyer will pay 1/2 Escrow Fee, costs of recording deed, assignment of lease and consent thereto, mortgage or other documents necessary to complete
73. this Escrow, any notary fees as to Buyers' signatures, if required, and attorneys' fees for drafting the necessary documents other than deed or
74. assignment of lease and consent thereto.

GENERAL PROVISIONS

75. The Buyer and Seller each appoint you as their agent to execute and file any necessary State of Hawaii Conveyance Tax Certificate reporting the consideration for tax purposes in accordance with the applicable statute and regulations thereunder.

If the conditions of this escrow have not been complied with prior to the date set out above, or any extension thereof, you are nevertheless to complete the escrow as soon as the conditions, except as to time, have been complied with, unless written demand shall have been made upon you not to complete it, in which case you may, at your option, retain the money or instruments deposited with you pending the giving of a five day notice to the other parties hereto by ordinary mail at the addresses given below, or may return all money, instruments, or other documents to the parties depositing them in escrow at the addresses indicated below, and such return shall completely discharge and release you from any further obligation and from all liability whatsoever hereunder.

Make proratations on the basis of a 30-day month, based on the latest available tax bills. "Close of escrow", unless otherwise stated herein, shall mean the day papers are filed for record. Funds received in escrow shall be deposited and held with other escrow funds in any general escrow account or accounts maintained by you. It is understood that you shall have no liability for disbursement of any sums above and beyond those furnished pursuant to these escrow instructions. You shall hold said funds and disburse the same until they shall be exhausted unless all of the undersigned parties hereto shall otherwise direct in a writing accepted by you.

You shall be under no obligation or liability for failure to inform the parties hereto regarding any sale, loan, exchange, or other transaction, or facts within your knowledge, even though same concern the property described herein, provided they do not prevent your compliance with these instructions, nor shall you be liable or responsible for the due authorization, sufficiency or correctness as to form, manner of execution, genuineness or validity of any instrument ordered as my agent or deposited by me or on my behalf or otherwise deposited in escrow, nor as to the identity, authority, or rights of any person executing the same, nor as to the due authorization thereunto of any person purporting to have signed the same in any capacity, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed herein or referred to herein, and your duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents received by you as escrow holder, and for the disposition of same in accordance with the instructions contained in this escrow agreement. You shall act in this transaction solely as escrow agent and shall have no duties or responsibilities of any kind or nature whatsoever, save and except as expressly set forth herein, and your liability as escrow holder shall be confined to the things specifically provided for in the written instructions in this escrow.

If any dispute or difference shall arise between the parties hereto, or with any third person, or if any conflicting demand shall be made upon you or should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further rights, but are not required, to commence or defend any action or proceedings for the determination of such conflict. The parties hereto jointly and severally undertake and agree to pay on demand all costs, claims, demands, liabilities, obligations, damages, judgments, costs and expenses, including reasonable attorneys' fees, of any kind and nature which in good faith may be suffered, incurred or sustained by you in connection with, or arising out of or charged by you in this escrow, including but without limiting the generality of the foregoing, any action or proceeding mentioned in the immediately preceding sentence or a suit in interpleader brought by you, or any costs and expenses incurred by you for the interpretation of these instructions. You are hereby given a first lien upon all the rights, title and interest of each of the parties in all papers and other property or moneys deposited in this escrow, to protect your rights and to indemnify and reimburse you under this agreement. In the event you file a suit in interpleader, you may, after deducting your charges for acting hereunder and all of your costs, expenses and reasonable attorneys' fees incurred in connection therewith, or otherwise previously incurred, suffered or sustained by you, deposit the balance of the escrow funds and any documents deposited in escrow in any court of competent jurisdiction for determination by that court of the party or parties entitled to receive the same, and the receipt of the Clerk of the Court therefor shall constitute your full release and discharge from any and all liability to the parties hereto or any other persons arising from or incurred in connection with this escrow agreement and you shall be fully released and discharged from all obligations further to perform any and all duties or obligations imposed upon you in this escrow. You shall not be liable for any act you or your agents, employees or servants may do or omit to do hereunder as escrow agent while acting in good faith and in the exercise of your best judgment, and any act done or omitted by you pursuant to the advice of your attorneys shall be conclusive evidence of such good faith.

It is understood and agreed by Buyer and Seller that you may deposit any funds held in escrow by you pursuant hereto, in an interest bearing account, and that any interest earned on such funds shall accrue in your behalf and for your account only.

Unless otherwise instructed herein, you are hereby authorized to order all required documents to be prepared by an attorney of your choice. Any additional costs occasioned by changes to documents after preparation shall be charged to the party requesting such changes.

These instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same document. Any such counterpart when executed by either the Buyer or the Seller shall be fully executed and binding upon the signing party, whether such counterpart shall be executed by the other party or parties hereto. In these instructions whenever the context so requires the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural includes the singular. The word "record" includes register. It is mutually agreed by the parties to this escrow that all papers, instructions, documents, memorandums, records, and other items pertaining to this escrow which may have been retained by you may be destroyed at the expiration of six years from the date of the last transaction made hereunder.

Any amended, supplemental, or additional instructions given you shall be in writing and shall be subject to the foregoing conditions. To be effective, any such instructions must at least be accepted by you.

THE FOREGOING TERMS, CONDITIONS, PROVISIONS AND INSTRUCTIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED AND SHALL BECOME EFFECTIVE UPON YOUR ACCEPTANCE THEREOF.

0. Buyer's Signature(s) James M. Seaver Pamela L. Seaver
 Street 1007 58th Dr. N.E. Zip _____
 Address Marysville, Washington 98270 Telephone Frederick Joseph Schmidt
 SELLER
 Date _____ 19____

7. I HEREBY APPROVE AND AGREE TO THE TERMS, CONDITIONS, INSTRUCTIONS BELOW AND ON THE REVERSE SIDE
 8. HEREOF AND THE GENERAL PROVISIONS ABOVE. On or before the Closing Date Seller agrees to hand you the necessary conveying document or documents which you will deliver when you hold for Seller's account the sum of \$ _____ from
 9. which you will deduct and pay the following:

80. Commission of \$ 3,570 to Blue Water Properties
 81. Commission of \$ _____ to _____
 82. State of Hawaii Conveyance Tax, if applicable, 1/2 Escrow Fee, unless otherwise stated herein, Notary Fee, if applicable, Attorney Fee
 83. for drawing documents, Consent Fee, if applicable, Demand of Mortgagee of existing encumbrance of record, if applicable.
 84. _____
 85. _____
 86. _____
 87. _____

88. You will, as my escrow agent, assign any fire insurance policies of mine to the buyer, if prorated, and forward such policies to the parties
 89. entitled thereto. In case of loss or damage to the property covered by these instructions subsequent to transfer of title before assignment of
 90. policies, the undersigned will pay the proceeds of such policies to Buyer and Buyer's mortgagee, if any, as their respective interests shall
 91. appear. Credit my entire sales proceeds, \$ _____ to Checking/Savings Account No. _____
 92. at _____ Branch and balance to: _____
 93. _____

94. Seller's Signature(s) Tom William Street Kathleen Marie Street
 Street P.O. Box 1227 Zip _____
 Address Lahaina, Hawaii 96761 Telephone _____

Inventory List

1976



C. S. Wo & Sons, Ltd.

P. O. BOX 1417, HONOLULU, HAWAII 96808

Return for your file

Inventory of Apt #1/20

SHORES OF MAUI

ONE-BEDROOM UNIT

LIVING ROOM

- ✓ 1- Prestige 72" Sofa Bed with Grade E Fabric
- ✓ 2- #LCC-1 End Tables with Self-Edged Laminated Plastic Tops
- ✓ 2- #LCC-2 Bunching Tables with Self-Edged Laminated Plastic Tops
- ✓ 2- Table Lamps (End Table)
- ✓ 1- #448SD Desk
- ✓ 1- Desk Lamp
- ✓ 1- Symphony Chair with Grade E Fabric
- ✓ 1- Dining Table #1-CH839
- ✓ 4- Side Chairs #5-CH891

BEDROOM

- ✓ 1- #1972 Triple Dresser
- ✓ 1- #3001 Mirror
- ✓ 1- Table Lamp (Dresser)
- ✓ 1- #1222 Night Stand
- ✓ 1- Table Lamp (Night Stand)
- ✓ 2- #1040 Twin Size Headboards
- ✓ 2- Twin Size Imperial Quilt Beds with Frame
- ✓ 2- Twin Size Throw Style Bedspreads

Janet P. Hatt
Janet P. Hatt
James M. Hatt
Peggy Schmidt

LINEN

- 8- 3/3 Flat Sheets (Percale)
- ✓ 4- 5/0 Flat Sheets
- ✓ 8- Pillow Cases
- ✓ 4- Pillows
- ~~2- 3/3 Mattress Pads~~
- ~~1- 5/0 Mattress Pad~~
- ✓ 2- 3/3 Blankets
- ✓ 1- 5/0 Blanket
- ✓ 8- Bath Towels - White (24 X 48)
- ✓ 8- Hand Towels - White (16 X 26)
- ✓ 8- Wash Cloths - White (12 X 16)
- ✓ 2- Bath Mats - White (20 X 30)

KITCHEN PACKAGE

- ✓ 34-pc. Flatware
- ✓ 36-pc. Tableware
- ✓ 1- Pitcher
- ✓ 7-pc. Stainless Cookware - *teflon*
- 1- Toaster
- ✓ 1- Coffee Pot
- ✓ 8- Glasses
- ✓ 8- Juice Glasses
- 1- Cutting Board
- 3- Mixing Bowls

Tom O'Neil
Danilo Sever
Joe D.
James M. M.
Depp Schmidt

~~X~~ Ashtrays

1- Peeler - Corer

✓ 1- Can Opener

✓ 1- Spatula

✓ 1- Bottle Opener

✓ 1- Paring Knife

✓ 1- Masher

✓ 1- Wire Whip

✓ 1- Measuring Cup

✓ 1- set Measuring Spoons

✓ 1- Basting Spoon

✓ 1- Slotted Spoon

✓ 1- Fork

✓ 1- French Cook Knife

✓ 1- Dish Drainer & Tray

2- Kitchen Towels

~~X~~ Dish Cloths

✓ 2- Pot Holders

✓ 1- Wastebasket

✓ 2- Vanity Wastebaskets

✓ 1- 1 1/2 Qt. Dish w/ Cover

✓ 1- 10" Skillet

✓ 1- Ice Pick

✓ 1- Serving Tongs

✓ 4- Mugs

✓ 1- Set Storage Containers

TOTAL 2450.00 plus tax

Tom Sheet
Dorothy Seaver
James McLean
Siggy Schmidt

1 ice bucket
 2 dish towels
 1 spatula, rubber
 1 funnel
 1 loaf pan
 1 silverware tray
 1 shower curtain
 4 16 oz plastic glasses
 4 10 oz plastic glasses
 1 tea kettle
 1 utility knife
 1 B.E. electric mixer
 1 brownie pan
 1 grater & shredder
 1 drawer organizer
 1 plate collector
 1 4 pc. mixing bowl set
 1 bake pan
 6 cork & plastic coasters
 12 shower curtain hooks
 2 straw hives
 1 butter dish
 1 salt & pepper set

1 Ironing Board

1 Iron

Tom Allee
 Dan & Seaver
 Jim & Mary
 Peggy Schmidt

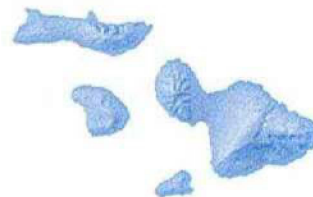
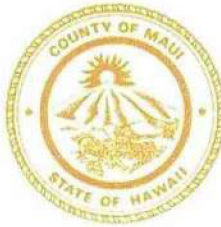
SMA Exemption Approval

3/4/2025

RICHARD T. BISSEN, JR.
Mayor

KATE L. K. BLYSTONE
Director

ANA LILLIS
Deputy Director



DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAII 96793

April 30, 2025

Mr. Aaron Hollingbery
11510 Quail Lane
Woodway, Washington 98020

Dear Mr. Hollingbery:

SUBJECT: SPECIAL MANAGEMENT AREA (SMA) ASSESSMENT, SHORELINE SETBACK ASSESSMENT (SSAD), AND ENVIRONMENTAL ASSESSMENT EXEMPTION (EAE) FOR REPAIR OF AN EXISTING RETAINING WALL LOCATED AT THE SHORES OF MAUI CONDOMINIUM, 2075 SOUTH KĪHEI ROAD, KĪHEI, MAUI, HAWAII; TMK: (2) 3-9-017:003 (SMX2025-00076) (SM52025-000054) (SSAD2025-00010) (EAE2025-00015)

In response to your application received on April 11, 2025, and in accordance with the SMA Rules for the Maui Planning Commission (Commission), Section 12-202-12, the Department of Planning (Department) has made a determination relative to the above project that:

1. The project is not a development, pursuant to Section 205A-22 and may be issued a SMA Exemption;
2. The project has a valuation not in excess of \$500,000.00;
(Valuation: \$220,000.00)
3. The proposed scope of work consists of the following: Repair and maintain the existing retaining wall that fronts the property facing South Kīhei Road by installing 12 horizontal wall tiebacks to stabilize the wall. The entire parcel is located mauka of South Kīhei Road, but is within the Erosion Hazard Line. No ground disturbance is proposed for this project;

4. The project has no significant adverse environmental or ecological effects, provided Best Management Practices (BMPs) are implemented; and
5. The project is consistent with the objectives, policies, and SMA guidelines set forth in the Hawai'i Revised Statutes (HRS), Chapter 205A, and is consistent with the County General Plan and Zoning.

In consideration of the above determination, you are hereby granted an SMA Exemption (SM52025-000054).

Furthermore, in accordance with the *Shoreline Rules for the Commission*, Sections 12-203-3, 12-203-6, 12-203-10, 12-203-11, and 12-203-12, a determination has been made relative to the above-referenced project that:

1. The site is a shoreline property and is subject to the Commission Shoreline Rules;
2. The proposed action will occur within Flood Zone 'X'; therefore, a Flood Development Permit is not required for the project;
3. The proposed scope of work is allowed by the Shoreline Rules 12-203-12(a)(12) and is considered a permissible activity:

"A structure or activity that has been determined by the director to be a minor structure or minor activity within the shoreline area that does not adversely affect beach processes, does not artificially fix the shoreline, and does not interfere with public access or public views to and along the shoreline and which meets the purpose of this chapter, the building code, flood hazard regulations, and special management area requirements;"

4. The proposed project is located within the 3.2-foot Sea Level Rise Exposure Area (SLRXA) as mapped by the Hawai'i Sea Level Rise Viewer (www.hawaiisealevelriseviewer.org). However, the action has been determined to be exempt pursuant to HRS 205A and the SMA rules of the planning commission. The property owner is aware that the proposed action occurs within the 3.2-foot SLRXA and acknowledges their awareness of the risks of sea level rise and the action's location within the 3.2-foot SLRXA, as described in their SLRXA acknowledgement document submitted to the Department on 4/25/2025.

Accordingly, you are hereby granted a Shoreline Setback Assessment Determination Approval (SSAD2025-00010), subject to the following conditions:

1. That repairs are made according to the plans titled, "The Shores of Maui Retaining Wall Repairs" prepared by JPB Engineering, Inc., dated September 26, 2024.

2. That BMPs shall be implemented to ensure water quality and marine resources are protected. No construction materials shall be stockpiled in the aquatic environment. All construction-related materials shall be free of pollutants and placed or stored in ways to avoid or minimize disturbance. No debris, petroleum products or deleterious materials or wastes shall be allowed to fall, flow, leach, or otherwise enter near shore waters. Any turbidity and siltation generated from activities proposed at the site shall be minimized and contained in the immediate vicinity of construction through the use of effective silt containment devices. Construction during adverse weather conditions shall be curtailed to minimize the potential for adverse water quality impacts. Appropriate measures to minimize dirt and water runoff, noise, and dust must be used.
3. That a building permit shall be obtained, as applicable, from the Department of Public Works, Development Services Administration.
4. That the proposed scope shall be initiated by **May 31, 2027**, and shall be completed within two years of said initiation.
5. That construction hours shall be limited to 8:00 a.m. to 5:00 p.m.
6. That in the event historic resources, including human skeletal remains, structural remains, cultural deposits, or lava tubes are identified during construction activities, all work shall cease in the immediate vicinity of the find, the find shall be protected from additional disturbance, and Department of Land and Natural Resources-State Historic Preservation Division (DLNR-SHPD), Maui Section, shall be contacted immediately at (808) 243-1285. Work shall not continue until cleared by DLNR-SHPD.
7. That full compliance with all other applicable governmental requirements shall be rendered.

ENVIRONMENTAL ASSESSMENT EXEMPTION

The project was reviewed in accordance with Chapter 343, HRS. The Department finds that the project triggers compliance with environmental review because it involves the “*Use within the shoreline area.*” However, the project qualifies for the following exemption in accordance with HAR Chapter 11-200.1-15(c):

- (1) *Operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing;*

Accordingly, you are hereby granted an Environmental Assessment Exemption (EAE2025-00015).

Mr. Aaron Hollingbery
April 30, 2025
Page 4

In summary, the Department grants a SMA Exemption (SM52025-000054), Shoreline Setback Approval (SSAD2025-00010) and Environmental Assessment Exemption (EAE2025-00015) for the work described in your SMA Assessment Application (SMX2025-00076). PLEASE NOTE THAT OTHER PERMITS OR APPROVALS MAY BE REQUIRED.

Thank you for your cooperation. If additional clarification is required, please contact Planner Brailey Gonsalves at Brailey.K.Gonsalves@mauicounty.gov or at (808)270-6297.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. A. Dias', with a large loop at the end.

DANNY A. DIAS
Planning Program Administrator

for KATE L. K. BLYSTONE
Director

Attachments: Approved Plans

cc: Carolyn Cortez, Interim Planning Program Administrator (PDF)
Kurt Wollenhaupt, Land Use Planning Supervisor (PDF)
Brailey Gonsalves, Planner (PDF)
Aaron Hollingbery, Applicant (PDF)

DAD:BKG:hk

K:\WP_DOCS\Planning\SMX\2025\00076_SOMRetainingWallRepair\SM5_SSAD_EAE.pdf

Attachment 2

November 23, 2025

Councilmember Tom Cook

Via Email: Thomas.cook@mauicounty.us

RE: The Shores of Maui/Bill 9

Dear Councilmember Cook,

To introduce myself I am a 91 year old retired lawyer from Southern Alberta in Canada. Although I have no say in this matter feel that I might have something to add regarding the Minatoya matter.

Our family first visited Maui in about 1973 when we stayed at the Lahaina Roads Appts in Lahaina, which I am pleased to hear has been repaired after the fires and is now about ready for occupancy, and returned there for 3 more years. In December of 1975 we first went to Kihei and looked at a new complex being built across from Cove Park. We closed the purchase at the Shore of Maui in April 1976 and owned a unit in that complex for over 10 years when we decided to sell as we thought there might be somewhere better where we could spend our winter vacations. After trying Arizona and Florida for a couple of years decided there was nothing better and we have been returning to Maui annually ever since even during the Covid years. We have been renting the same unit at the Shores of Maui, not in the unit we had sold, for the past 22 years staying for over 5 months each year and consider Maui as our 2nd home.

For the first number of years after we purchased at the Shores of Maui it was run by the Board of Directors and was operated like a hotel with a manager and office where all guests checked in and were given their keys and arranged payment. I was on the Board for a number of years and after I left the board the property transitioned into having a resident manager and every owner either renting out their own units, renting through a rental agent or a few of them residing there full time, which is currently the case as we understand it.

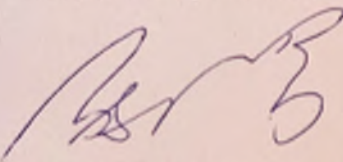
From our prospective as a former owner and long time tenant, and having been regularly kept advised by other owners and full time residents, believe that to try to convert these units that have always been used on vacation rentals to long term rentals will create nothing but problems even if the units lose enough value to be affordable new local owners would not be able to afford the maintenance fees, insurance and taxes and the properties

would soon become derelict properties. Our understanding of the municipal tax rules would also cause a large loss of revenue for the County. We cannot envision residents willing to commute to the Lahaina side daily.

My considered opinion is that the County should not make any drastic changes to the zoning of the Shores of Maui property. Bill 9 will disrupt the use of owners and guests such as me and will not result in the desired housing. County efforts such as the current conversion of the Haggai Institute in Kihei are more likely to effectively provide affordable housing.

To conclude my wife and I are not sure how many more years we will physically be able to return to Maui but we very much love Maui and hopefully Maui Pono and others will enable Maui to become more self sufficient and its people not be so dependent upon tourism but until that time tourism is very important and too many tourists will stay away if all that is available for accommodation are hotels.

Respectively submitted,



ROBERT G. RODDIE K.C.

Box 1755
Nanton, Alberta
T0L 1R0

Attachment 3



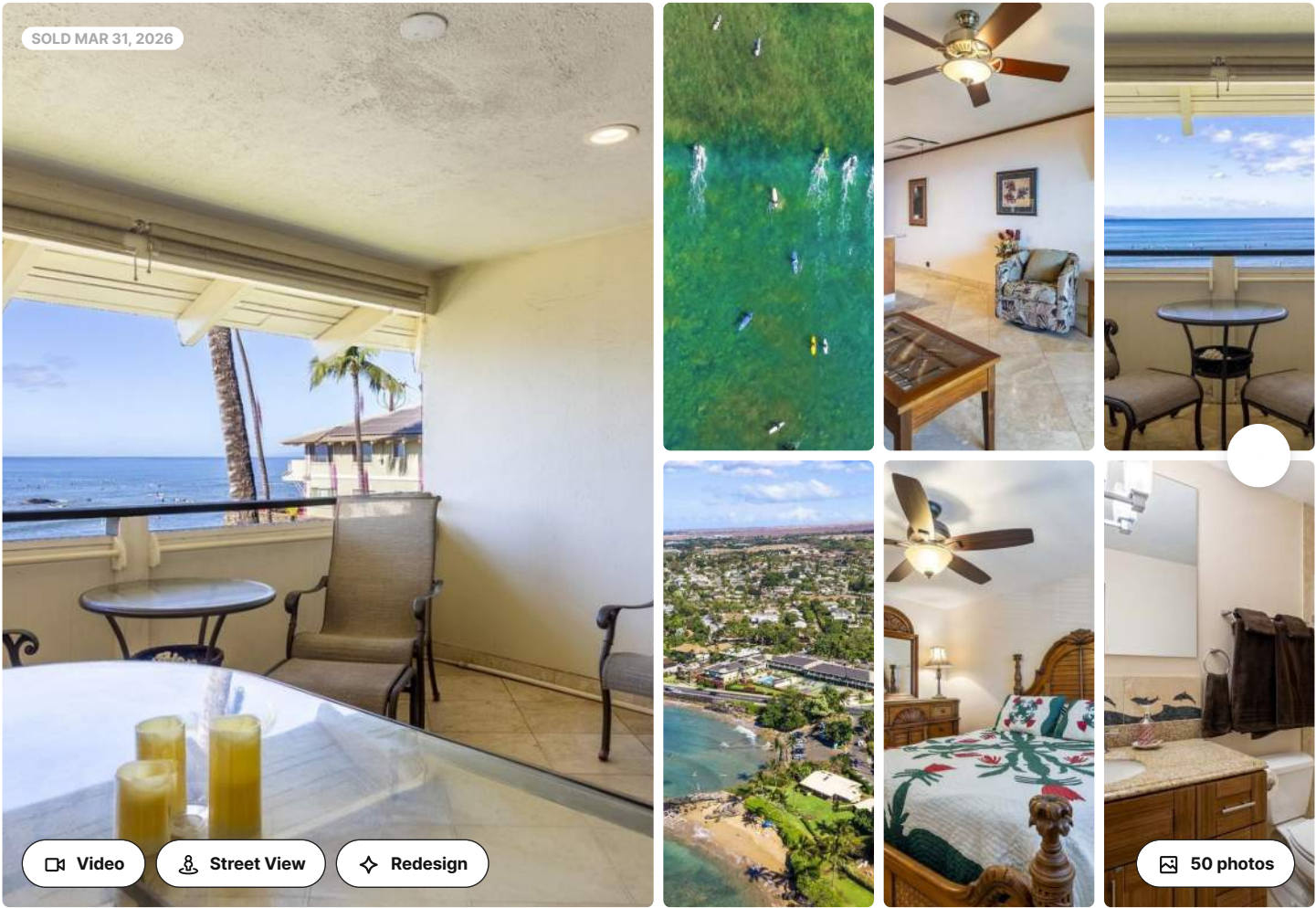
Prepared by:
County Housing Programs Division
Department of Housing
COUNTY OF MAUI

Effective: June 1, 2026

2026
AFFORDABLE SALES PRICE GUIDELINES
MAUI (EXCEPT HANA)
MULTI-FAMILY

Prevailing Int. Rate	No. of Bedroom	Percent of Median Income											
		Very Low	Low Income				Below Moderate		Moderate		Above Moderate		Gap Income
		50% & Below	(51% to 80%)				(81% to 100%)		(101% to 120%)		(121% to 140%)		(141% to 160%)
		50%	60%	70%	80%	90%	100%	110%	120%	130%	140%	150%	160%
		\$65,750	\$78,900	\$92,050	\$105,200	\$118,350	\$131,500	\$144,650	\$157,800	\$170,950	\$184,100	\$197,250	\$210,400
6.375%	1	\$163,100	\$195,650	\$228,340	\$260,960	\$293,510	\$326,130	\$358,820	\$391,370	\$423,990	\$456,610	\$489,230	\$521,850
	2	\$198,050	\$237,575	\$277,270	\$316,880	\$356,405	\$396,015	\$435,710	\$475,235	\$514,845	\$554,455	\$594,065	\$633,675
	3	\$233,000	\$279,500	\$326,200	\$372,800	\$419,300	\$465,900	\$512,600	\$559,100	\$605,700	\$652,300	\$698,900	\$745,500
	4	\$267,950	\$321,425	\$375,130	\$428,720	\$482,195	\$535,785	\$589,490	\$642,965	\$696,555	\$750,145	\$803,735	\$857,325
6.500%	1	\$161,000	\$193,130	\$225,330	\$257,530	\$289,730	\$321,930	\$354,130	\$386,330	\$418,530	\$450,730	\$482,930	\$515,060
	2	\$195,500	\$234,515	\$273,615	\$312,715	\$351,815	\$390,915	\$430,015	\$469,115	\$508,215	\$547,315	\$586,415	\$625,430
	3	\$230,000	\$275,900	\$321,900	\$367,900	\$413,900	\$459,900	\$505,900	\$551,900	\$597,900	\$643,900	\$689,900	\$735,800
	4	\$264,500	\$317,285	\$370,185	\$423,085	\$475,985	\$528,885	\$581,785	\$634,685	\$687,585	\$740,485	\$793,385	\$846,170
6.625%	1	\$158,900	\$190,610	\$222,460	\$254,240	\$286,020	\$317,800	\$349,580	\$381,360	\$413,070	\$444,920	\$476,630	\$508,480
	2	\$192,950	\$231,455	\$270,130	\$308,720	\$347,310	\$385,900	\$424,490	\$463,080	\$501,585	\$540,260	\$578,765	\$617,440
	3	\$227,000	\$272,300	\$317,800	\$363,200	\$408,600	\$454,000	\$499,400	\$544,800	\$590,100	\$635,600	\$680,900	\$726,400
	4	\$261,050	\$313,145	\$365,470	\$417,680	\$469,890	\$522,100	\$574,310	\$626,520	\$678,615	\$730,940	\$783,035	\$835,360
6.750%	1	\$156,870	\$188,230	\$219,590	\$251,020	\$282,380	\$313,740	\$345,100	\$376,460	\$407,890	\$439,250	\$470,610	\$501,970
	2	\$190,485	\$228,565	\$266,645	\$304,810	\$342,890	\$380,970	\$419,050	\$457,130	\$495,295	\$533,375	\$571,455	\$609,535
	3	\$224,100	\$268,900	\$313,700	\$358,600	\$403,400	\$448,200	\$493,000	\$537,800	\$582,700	\$627,500	\$672,300	\$717,100
	4	\$257,715	\$309,235	\$360,755	\$412,390	\$463,910	\$515,430	\$566,950	\$618,470	\$670,105	\$721,625	\$773,145	\$824,665
6.875%	1	\$154,840	\$185,850	\$216,860	\$247,800	\$278,810	\$309,750	\$340,690	\$371,700	\$402,710	\$433,650	\$464,660	\$495,530
	2	\$188,020	\$225,675	\$263,330	\$300,900	\$338,555	\$376,125	\$413,695	\$451,350	\$489,005	\$526,575	\$564,230	\$601,715
	3	\$221,200	\$265,500	\$309,800	\$354,000	\$398,300	\$442,500	\$486,700	\$531,000	\$575,300	\$619,500	\$663,800	\$707,900
	4	\$254,380	\$305,325	\$356,270	\$407,100	\$458,045	\$508,875	\$559,705	\$610,650	\$661,595	\$712,425	\$763,370	\$814,085
7.000%	1	\$152,880	\$183,540	\$214,060	\$244,720	\$275,240	\$305,900	\$336,420	\$367,010	\$397,600	\$428,190	\$458,780	\$489,300
	2	\$185,640	\$222,870	\$259,930	\$297,160	\$334,220	\$371,450	\$408,510	\$445,655	\$482,800	\$519,945	\$557,090	\$594,150
	3	\$218,400	\$262,200	\$305,800	\$349,600	\$393,200	\$437,000	\$480,600	\$524,300	\$568,000	\$611,700	\$655,400	\$699,000
	4	\$251,160	\$301,530	\$351,670	\$402,040	\$452,180	\$502,550	\$552,690	\$602,945	\$653,200	\$703,455	\$753,710	\$803,850
7.125%	1	\$150,990	\$181,160	\$211,400	\$241,640	\$271,880	\$302,050	\$332,220	\$362,460	\$392,630	\$422,870	\$453,040	\$483,210
	2	\$183,345	\$219,980	\$256,700	\$293,420	\$330,140	\$366,775	\$403,410	\$440,130	\$476,765	\$513,485	\$550,120	\$586,755
	3	\$215,700	\$258,800	\$302,000	\$345,200	\$388,400	\$431,500	\$474,600	\$517,800	\$560,900	\$604,100	\$647,200	\$690,300
	4	\$248,055	\$297,620	\$347,300	\$396,980	\$446,660	\$496,225	\$545,790	\$595,470	\$645,035	\$694,715	\$744,280	\$793,845
7.250%	1	\$149,100	\$178,990	\$208,810	\$238,630	\$268,450	\$298,340	\$328,090	\$357,980	\$387,800	\$417,550	\$447,440	\$477,260
	2	\$181,050	\$217,345	\$253,555	\$289,765	\$325,975	\$362,270	\$398,395	\$434,690	\$470,900	\$507,025	\$543,320	\$579,530
	3	\$213,000	\$255,700	\$298,300	\$340,900	\$383,500	\$426,200	\$468,700	\$511,400	\$554,000	\$596,500	\$639,200	\$681,800
	4	\$244,950	\$294,055	\$343,045	\$392,035	\$441,025	\$490,130	\$539,005	\$588,110	\$637,100	\$685,975	\$735,080	\$784,070
7.375%	1	\$147,280	\$176,750	\$206,220	\$235,690	\$265,160	\$294,560	\$324,100	\$353,570	\$382,970	\$412,440	\$441,910	\$471,380
	2	\$178,840	\$214,625	\$250,410	\$286,195	\$321,980	\$357,680	\$393,550	\$429,335	\$465,035	\$500,820	\$536,605	\$572,390
	3	\$210,400	\$252,500	\$294,600	\$336,700	\$378,800	\$420,800	\$463,000	\$505,100	\$547,100	\$589,200	\$631,300	\$673,400
	4	\$241,960	\$290,375	\$338,790	\$387,205	\$435,620	\$483,920	\$532,450	\$580,865	\$629,165	\$677,580	\$725,995	\$774,410
7.500%	1	\$145,530	\$174,650	\$203,700	\$232,820	\$261,870	\$290,990	\$320,110	\$349,230	\$378,350	\$407,400	\$436,520	\$465,640
	2	\$176,715	\$212,075	\$247,350	\$282,710	\$317,985	\$353,345	\$388,705	\$424,065	\$459,425	\$494,700	\$530,060	\$565,420
	3	\$207,900	\$249,500	\$291,000	\$332,600	\$374,100	\$415,700	\$457,300	\$498,900	\$540,500	\$582,000	\$623,600	\$665,200
	4	\$239,085	\$286,925	\$334,650	\$382,490	\$430,215	\$478,055	\$525,895	\$573,735	\$621,575	\$669,300	\$717,140	\$764,980
7.625%	1	\$143,780	\$172,480	\$201,250	\$230,020	\$258,720	\$287,490	\$316,260	\$344,960	\$373,730	\$402,500	\$431,270	\$459,970
	2	\$174,590	\$209,440	\$244,375	\$279,310	\$314,160	\$349,095	\$384,030	\$418,880	\$453,815	\$488,750	\$523,685	\$558,535
	3	\$205,400	\$246,400	\$287,500	\$328,600	\$369,600	\$410,700	\$451,800	\$492,800	\$533,900	\$575,000	\$616,100	\$657,100
	4	\$236,210	\$283,360	\$330,625	\$377,890	\$425,040	\$472,305	\$519,570	\$566,720	\$613,985	\$661,250	\$708,515	\$755,665

Attachment 4



SOLD ON MAR 2026

\$599,999

1 bd • 1 ba • 751 sq ft

2075 S Kihei Rd #214, Kihei, HI 96753



Is this your home?

Track this home's value and nearby sales activity

I own 2075 S Kihei Rd #214

Estimated sale price

\$667,000 – \$807,000

Reach more buyers when you sell with Redfin. Plus, you'll save **\$7,012** in fees. ⚙️

Schedule a selling consultation

About this home

This stunning 1-bedroom, 1-bath condo at Shores of Maui offers one of the best views on the island! Watch surfers catch waves all day, with a direct view of the cove from the extra-large, private lanai. Beautifully remodeled throughout. Gorgeous travertine tile, and a spacious attic for extra storage. Currently vacation rentable, Shores of Maui also features a pool and tennis/pickleball courts, making this truly a special place to call home.

Condo
Property Type

1975
Year Built

1.75 acres
Lot Size

\$799
Price/Sq.Ft.

\$1,153/mo
HOA Dues

Listed by Tom Tezak • Hawaii Life (W)
Contact: Cell: 808-280-2055
Bought with Gary Mooers • Coldwell Banker Island Prop(S)
Redfin checked: a minute ago • Source: RAM MLS #406019

Redfin Estimate

\$701,242

▲ \$101K since sold in March 2026

▲ \$22K since May

🕒 Recently sold homes

📈 Estimate history

🏠 Homes for sale

This home's estimate is **32.2%** higher than the average sale price (\$531K) of 6 comparable homes.



\$610,000

A

1 bed 1 bath 626 sq ft
2075 S Kihei Rd #207, Kihei, ...



\$179,500

B

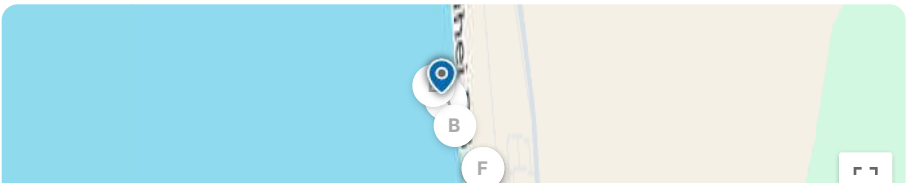
1 bed 1 bath 588 sq ft
7 Kaiiau Pl #4, Kihei, HI 96753



\$640,000

C

1 bed 1 bath 700 sq ft
2387 S Kihei Rd Unit B303,...



https://www.redfin.com/HI/Kihei/2075-S-Kihei-Rd-96753/unit-214/home/71711719

2/9

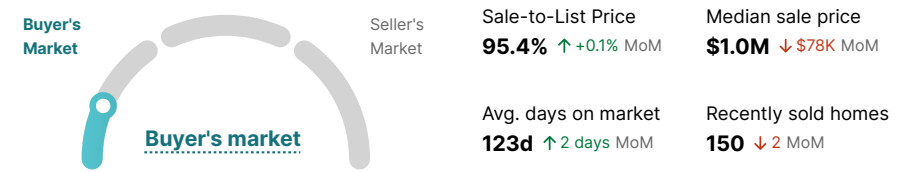


Claim this home to receive a free report every month with insights on the changing estimate.

I own 2075 S Kihei Rd #214

Market trends in 96753, HI

Last updated May 2026



New listings for sale

NEW 3 HRS AGO

\$1,095,000

3 beds 1 bath 864 sq ft
1937 Peke Pl, Kihei, HI 96753

NEW 8 HRS AGO

\$898,000

2 beds 2 baths 1,158 sq ft
217 Awa Pl, Kihei, HI 96753

NEW 8 HRS AGO

\$799,000

1 bed 2 baths 1,039 sq ft
2777 S Kihei Rd Unit D103, Kihei, ...

Homeowner tools

- View owner dashboard

Track your estimate and nearby sale activity

>
- Edit home facts

Review property details and add renovations

>
- Manage photos

Update home photos or make them private

>
- Rental estimate

Est. \$2,562 per month, based on comparable rentals

>

Sale and tax history for 2075 S Kihei Rd #214

Sale History

Tax History

Date	Event	Price
RAM MLS #406019		
Mar 31, 2026	Sold	\$599,999

\$799/sq ft

Feb 18, 2026	Contingent	—
Aug 18, 2025	Price Changed	\$699,000 \$931/sq ft
May 19, 2025	Listed	\$799,000 \$1,064/sq ft

RAM MLS #404550

Mar 10, 2025	Listing Removed	—
--------------	-----------------	---

Show more ▾

Public record

Public record	Zoning		
Beds	1	Style	Condo/Co-op
Baths	1	County	Maui County
Stories	1	APN	390170030039
Lot width	—	Parking Spaces	—
Lot depth	—	Basement	—
Lot size	—	Accessible	—
Year renovated	—	HOA Dues	—
Sq. Ft.	751	Garage	—
Year built	1975	Features	—

Last updated by owner on May 26, 2026.

Property details

Interior

Virtual Tour Information

- Virtual Tour (Branded)
- Virtual Tour (Unbranded)

Bathroom Information

- # of Bathrooms (Total Integer): 1

Exterior

Building Information

- Building Name: Shores of Maui
- Construction Materials: Hollow Tile

Interior Features

- Appliances: Dishwasher, Disposal, Dryer, Microwave, Range, Refrigerator, Washer
- Flooring: Stone/Concrete
- Interior Features: Kitchen Ware, Linens, TV Cable

Property Information

- Property Type: Residential
- Property Attached: Yes

Exterior Features

- Roof: Aluminum/Steel
 - Exterior Features: Tennis Court(s)
- Property Sub Type: Condominium
 - Structure Type: Low-Rise 1-3 Stories
 - Year Built: 1975
 - Living Area: 751

Show all property details ▾

About this building



Photo via 2075 S Kihei Rd #125

2 for sale
2075 S Kihei Rd, Kihei, HI 96753

See photos & sale trends

Units for sale

Unit ▲	Price	Beds	Baths	Sq Ft
114	\$611,000	1 bed	1 bath	626 sq ft
208	\$659,000	1 bed	1 bath	626 sq ft

Around this home

75/100 Very Walkable 59/100 Bikeable

Schools

Places

Transit

- Kamalii Elementary School**
Public PreK-5 • Assigned • 0.8mi

7/10 >
- Lokelani Intermediate School**
Public 6-8 • Assigned • 1.2mi

3/10 >
- Kulanihakoi High School**
Public 9-11 • Assigned • 2.4mi

>

Show nearby schools ▾

Provided by GreatSchools ⓘ

Climate risks



10/10 Flood Factor

Estimated 80%+ chance of a flood reaching the building in the next 30 years



Fire Factor

We're working on getting current and accurate fire risk information for this home.



Heat Factor

We're working on getting current and accurate heat risk information for this home.



Wind Factor

We're working on getting current and accurate wind risk information for this home.



1/10 Air Factor

Minimal risk of unhealthy air over next 30 years



[View full report](#)

Provided by First Street

Historical weather



Kihei, HI • 96753

Temperature

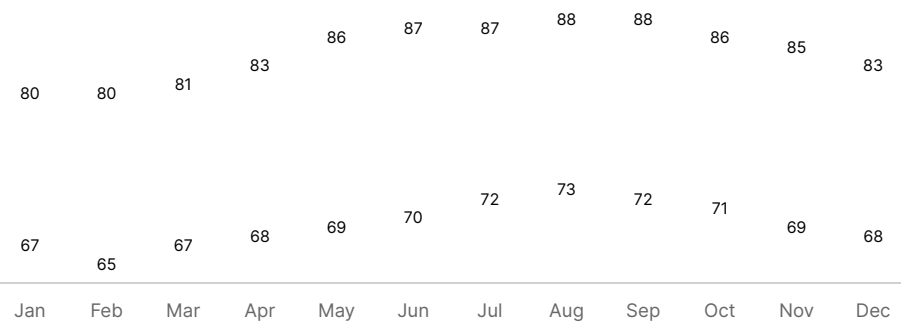
Precipitation

Snowfall

UV index

Humidity

Average low and high temperatures (°F)



Sun exposure

In this area, properties receive around 8.9 hours in June and 6.4 hours in December, placing it above the U.S. average for solar exposure.

8.9 hrs

6.4 hrs

June

December

[View sun simulation](#)

Provided by Shadowmap

Recommended for you

Based on homes you've looked at.

\$750,000

1 bed 2 baths 818 sq ft

2695 S Kihei Rd #9306, Kihei, HI 96753

\$569,000

2 beds 2 baths 745 sq ft

2219 S Kihei Rd Unit B403, Kihei, HI 96753

\$559,000

1 bed 1 bath 640 sq ft

1299 Uluniu Rd Unit 103A, Kihei, HI 96753

\$650,000

2 beds 2 baths 745 sq ft

2219 S Kihei Rd Unit A204, Kihei, HI 96753

3D WALKTHROUGH

\$949,000

2 beds 2 baths 1,052 sq ft

2777 S Kihei Rd Unit D208, Kihei, HI 96753

\$939,000

2 beds 2 baths 921 sq ft

1993 S Kihei Rd #600, Kihei, HI 96753

View 4 more homes in your Feed

Nearby similar homes

NEW 32 HRS AGO 3D WALKTHROUGH

\$1,790,000

2 beds 2 baths 1,831 sq ft

2491 Hihimanu St #114, Kihei, HI 96753

\$639,000

1 bed 2 baths 817 sq ft

2881 S Kihei Rd #107, Kihei, HI 96753

\$599,900

1 bed 2 baths 818 sq ft

2695 S Kihei Rd Unit 7-108, Kihei, HI 96753

\$565,000

VIDEO TOUR

\$750,000

\$930,000

New listings for sale in 96753

NEW 3 HRS AGO

\$1,095,000

3 beds1 bath864 sq ft1937 Peke Pl, Kihei, HI 96753

NEW 8 HRS AGO

\$898,000

2 beds2 baths1,158 sq ft217 Awa Pl, Kihei, HI 96753

NEW 8 HRS AGO

\$799,000

1 bed2 baths1,039 sq ft2777 S Kihei Rd Unit D103, Kihei, HI 96753

NEW 8 HRS AGO

\$1,030,000

3 beds2 baths1,432 sq ft2860 Ohina St, Kihei, HI 96753

NEW 9 HRS AGO

\$3,600,000

5 beds4 baths3,064 sq ft3435 Hookipa Pl Unit A, Kihei, HI 96753

NEW 25 HRS AGO

\$420,000

2 beds1 bath781 sq ft2065 Kanoe St Unit A, Kihei, HI 96753

LISTED BY REDFIN 29 HRS AGO

\$1,195,000

3 beds2 baths1,344 sq ft23 Kuapapa Pl, Kihei, HI 96753

NEW 32 HRS AGO

\$1,790,000

2 beds2 baths1,831 sq ft2491 Hihimanu St #114, Kihei, HI 96753

\$1,495,000

5 beds4 baths1,876 sq ft2735 Panepoo St, Kihei, HI 96753

Home values near 2075 S Kihei Rd #214

Data from public records.	
Address	Redfin Estimate
2075 South Kihei Rd Apartment 204, Kihei, HI 2 Beds 2 Baths 976 Sq. Ft.	\$717,615
2075 South Kihei Rd Apartment 216, Kihei, HI	\$558,346

Address	Redfin Estimate
1 Beds 1 Baths 626 Sq. Ft.	
Address	Redfin Estimate
2075 South Kihei Rd Apartment 202, Kihei, HI	\$1,067,508
2 Beds 2 Baths 1048 Sq. Ft.	
2075 South Kihei Rd Apartment 111, Kihei, HI	\$547,346
1 Beds 1 Baths 626 Sq. Ft.	
Address	Redfin Estimate
2075 South Kihei Rd Apartment 206, Kihei, HI	\$986,156
3 Beds 2 Baths 1334 Sq. Ft.	
2075 South Kihei Rd Apartment 222, Kihei, HI	\$548,067
1 Beds 1 Baths 626 Sq. Ft.	

Property information provided by RAM MLS when last listed in 2025. This data may not match public records. [Learn more.](#)

More real estate resources

Redfin > Hawaii > Kihei > 2075 S Kihei Rd #214, Kihei, HI 96753

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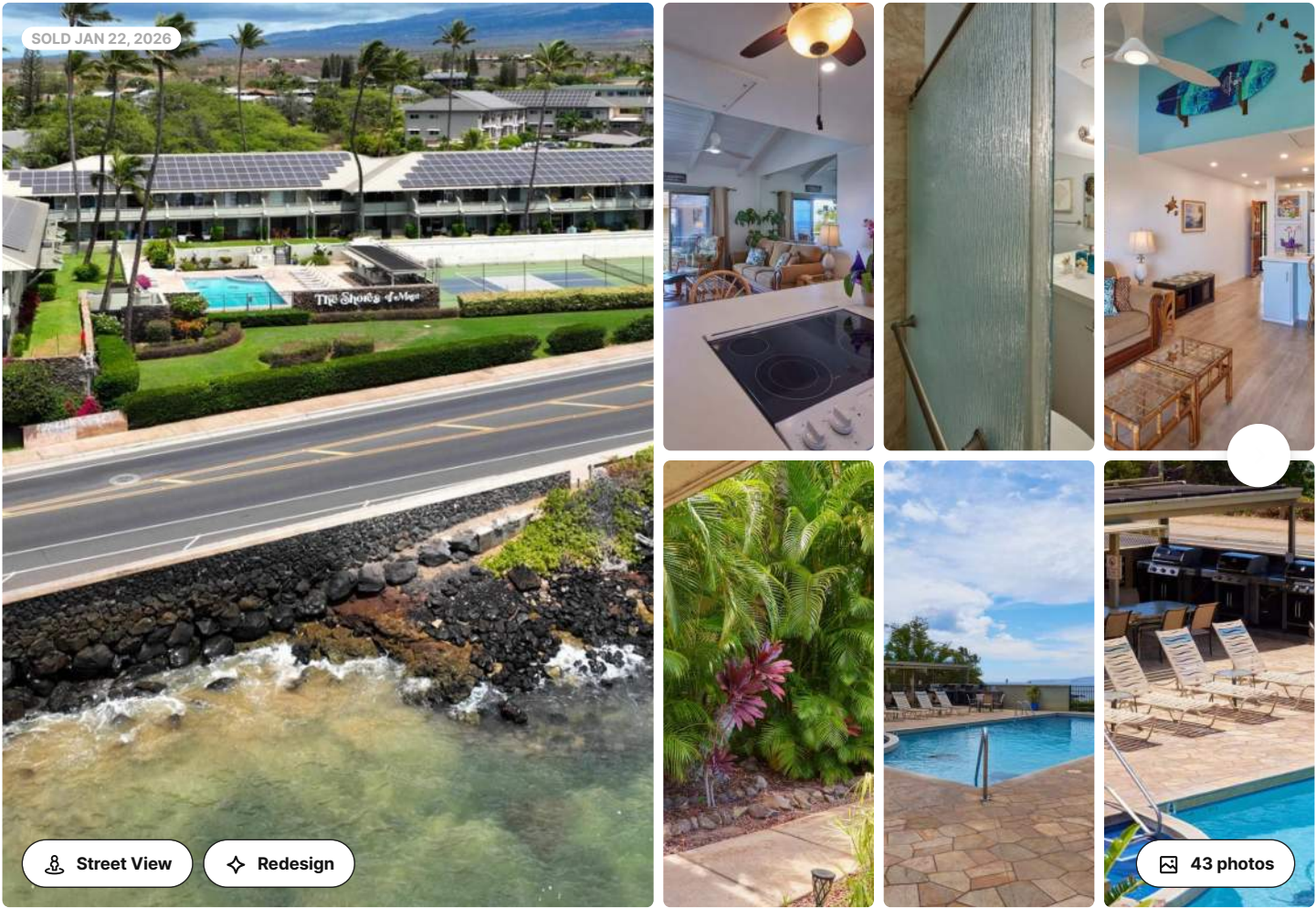
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GreatSchools Ratings provided by [GreatSchools.org](#).



SOLD ON JAN 2026

\$610,000

1 bd • 1 ba • 626 sq ft

2075 S Kihei Rd #207, Kihei, HI 96753



Is this your home?

Track this home's value and nearby sales activity

I own 2075 S Kihei Rd #207

Estimated sale price

\$587,000 – \$710,000

Reach more buyers when you sell with Redfin. Plus, you'll save **\$6,174** in fees. ⚙

Schedule a selling consultation

About this home

WHALE WATCHERS PARADISE: This 1-bed, 1-bath vacation condo offers a private lanai with an unobstructed ocean view of Charley Young Beach, Kihei Cove, and Molokini. Situated just across the street from the ocean, it is a favorite of vacationers and owners. Luxury vinyl plank flooring throughout. Fully furnished and ready to move in; just bring your clothes. Additional storage in the attic. Amenities include a tennis/pickleball court,

Show more ▾

 Condo

Property Type

 1975

Year Built

 1.75 acres

Lot Size

 \$974

Price/Sq.Ft.

 \$1,163/mo

HOA Dues

 1 space

Parking

Listed by Judy Gray • Wailea Point Realty, Inc.

Contact: realty@waileapoint.com

Bought with Tim Hunter • Hawaii Life (W)

Redfin checked: 3 minutes ago • Source: RAM MLS #407035

Redfin Estimate

\$617,376

▲ **\$7,376** since sold in January 2026 ▼ **\$14K** since May

 Recently sold homes

 Estimate history

 Homes for sale

This home's estimate is **32.2%** higher than the average sale price (\$467K) of 6 comparable homes.

SOLD JUN 19, 2026



\$179,500

A

1 bed 1 bath 588 sq ft
7 Kaiau Pl #4, Kihei, HI 96753

SOLD MAR 4, 2026



\$615,000

B

1 bed 1 bath 602 sq ft
1993 S Kihei Rd #503, Kihei, ...

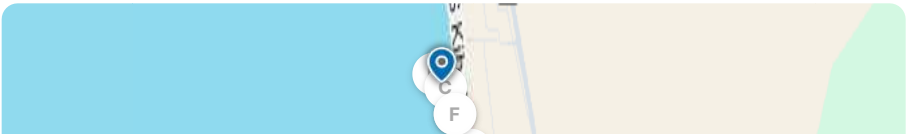
SOLD MAR 31, 2026



\$599,999

C

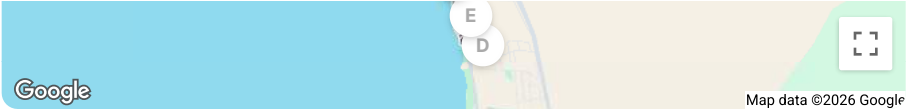
1 bed 1 bath 751 sq ft
2075 S Kihei Rd #214, Kihei, ...



F

https://www.redfin.com/HI/Kihei/2075-S-Kihei-Rd-96753/unit-207/home/71730868

2/9



Claim this home to receive a free report every month with insights on the changing estimate.

I own 2075 S Kihei Rd #207

Market trends in 96753, HI

Last updated May 2026

Buyer's Market



Seller's Market

Sale-to-List Price

95.4% ↑ +0.1% MoM

Median sale price

\$1.0M ↓ \$78K MoM

Avg. days on market

123d ↑ 2 days MoM

Recently sold homes

150 ↓ 2 MoM

New listings for sale

NEW 3 HRS AGO

\$1,095,000

3 beds 1 bath 864 sq ft
1937 Peke Pl, Kihei, HI 96753

NEW 8 HRS AGO

\$898,000

2 beds 2 baths 1,158 sq ft
217 Awa Pl, Kihei, HI 96753

NEW 9 HRS AGO

\$799,000

1 bed 2 baths 1,039 sq ft
2777 S Kihei Rd Unit D103, Kihei, ...

Homeowner tools

- View owner dashboard

Track your estimate and nearby sale activity

>
- Edit home facts

Review property details and add renovations

>
- Manage photos

Update home photos or make them private

>
- Rental estimate

Est. \$2,466 per month, based on comparable rentals

>

Sale and tax history for 2075 S Kihei Rd #207

Sale History Tax History

Date	Event	Price
------	-------	-------

RAM MLS #407035

Jan 22, 2026	Sold	\$610,000 \$974/sq ft
Oct 20, 2025	Contingent	—
Sep 4, 2025	Listed	\$659,000 \$1,053/sq ft

RAM MLS #360287

Apr 10, 2014	Sold	\$308,000 \$492/sq ft
Feb 25, 2014	Listed	\$308,000

Show more ▾

Public record

Public record		Zoning	
Beds	1	Style	Condo/Co-op
Baths	1	County	Maui County
Stories	1	APN	390170030032
Lot width	—	Parking Spaces	—
Lot depth	—	Basement	—
Lot size	—	Accessible	—
Year renovated	—	HOA Dues	—
Sq. Ft.	626	Garage	—
Year built	1975	Features	—

Last updated by owner on May 22, 2026.

Property details

Parking

Parking Information

- Has Open Parking: Yes
- Open Parking Spaces: 1

Interior

Bathroom Information

- # of Bathrooms (Total Integer): 1

Interior Features

- Appliances: Dishwasher, Disposal, Dryer, Microwave, Range, Refrigerator, Washer
- Window Features: Blinds, Drapes
- Flooring: Wood, Tile

- Interior Features: Ceiling Fan(s), Furnished, Kitchen Ware, Linens, TV Cable

Exterior

Building Information

Property Information

Show all property details ▾

About this building



Photo via 2075 S Kihei Rd #125

2 for sale
2075 S Kihei Rd, Kihei, HI 96753

See photos & sale trends

Units for sale

Unit ^	Price	Beds	Baths	Sq Ft
114	\$611,000	1 bed	1 bath	626 sq ft
208	\$659,000	1 bed	1 bath	626 sq ft

Around this home

75/100 Very Walkable 59/100 Bikeable

Schools

Places

Transit

Kamalii Elementary School Public PreK-5 • Assigned • 0.8mi	7/10 >
Lokelani Intermediate School Public 6-8 • Assigned • 1.2mi	3/10 >
Kulanihakoi High School Public 9-11 • Assigned • 2.4mi	>

Show nearby schools ▾

Provided by GreatSchools ⓘ

Climate risks



10/10 Flood Factor

Estimated 80%+ chance of a flood reaching the building in the next 30 years

>



Fire Factor

We're working on getting current and accurate fire risk information for this home.



Heat Factor

We're working on getting current and accurate heat risk information for this home.



Wind Factor

We're working on getting current and accurate wind risk information for this home.



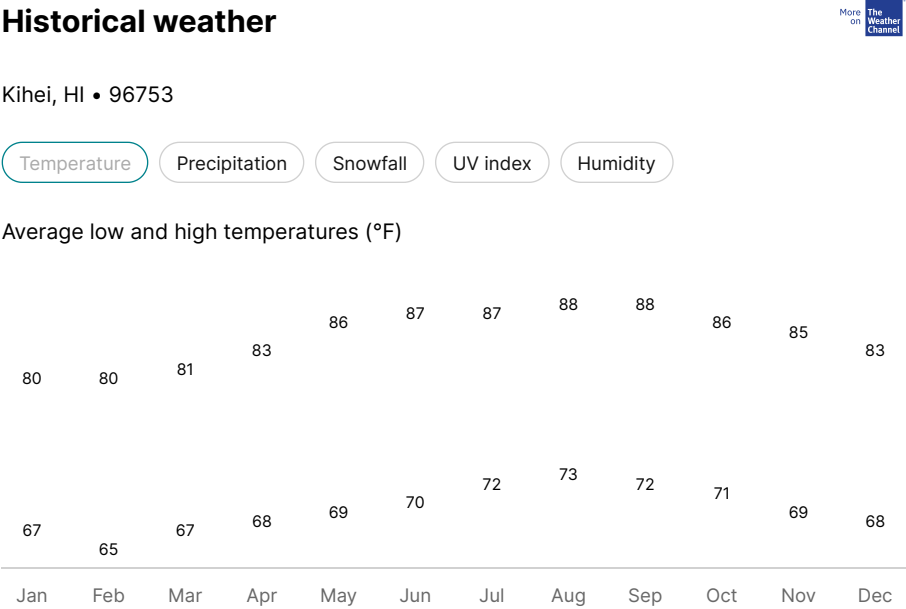
1/10 Air Factor

Minimal risk of unhealthy air over next 30 years

>

[View full report](#)

Provided by First Street ⓘ



1 bed 2 baths 818 sq ft
2695 S Kihei Rd #9306, Kihei, HI 96753

1 bed 1 bath 640 sq ft
1299 Uluniu Rd Unit 103A, Kihei, HI 96753

2 beds 2 baths 745 sq ft
2219 S Kihei Rd Unit A204, Kihei, HI 96753

2 beds 2 baths 1,052 sq ft
2777 S Kihei Rd Unit D208, Kihei, HI 96753

2 beds 2 baths 921 sq ft
1993 S Kihei Rd #600, Kihei, HI 96753

1 bed 1 bath 588 sq ft
2191 S Kihei Rd #1111, Kihei, HI 96753

View 3 more homes in your Feed

Nearby similar homes

2 beds 2 baths 1,831 sq ft
2491 Hihimanu St #114, Kihei, HI 96753

2 beds 2 baths 1,052 sq ft
2777 S Kihei Rd Unit F209, Kihei, HI 96753

1 bed 2 baths 1,039 sq ft
2777 S Kihei Rd Unit F103, Kihei, HI 96753

\$599,900

New listings for sale in 96753

NEW 3 HRS AGO

\$1,095,000

3 beds 1 bath 864 sq ft
1937 Peke Pl, Kihei, HI 96753

NEW 8 HRS AGO

\$898,000

2 beds 2 baths 1,158 sq ft
217 Awa Pl, Kihei, HI 96753

NEW 9 HRS AGO

\$799,000

1 bed 2 baths 1,039 sq ft
2777 S Kihei Rd Unit D103, Kihei, HI 96753

NEW 9 HRS AGO

\$1,030,000

3 beds 2 baths 1,432 sq ft
2860 Ohina St, Kihei, HI 96753

NEW 9 HRS AGO

\$3,600,000

5 beds 4 baths 3,064 sq ft
3435 Hookipa Pl Unit A, Kihei, HI 96753

NEW 25 HRS AGO

\$420,000

2 beds 1 bath 781 sq ft
2065 Kanoe St Unit A, Kihei, HI 96753

LISTED BY REDFIN 30 HRS AGO

\$1,195,000

3 beds 2 baths 1,344 sq ft
23 Kuapapa Pl, Kihei, HI 96753

NEW 32 HRS AGO

\$1,790,000

2 beds 2 baths 1,831 sq ft
2491 Hihimanu St #114, Kihei, HI 96753

\$1,495,000

5 beds 4 baths 1,876 sq ft
2735 Panepoo St, Kihei, HI 96753

Home values near 2075 S Kihei Rd #207

Data from public records.	
Address	Redfin Estimate
2075 South Kihei Rd Apt 203, Kihei, HI 2 Beds 2 Baths 1136 Sq. Ft.	\$822,226
2075 South Kihei Rd Apt 208, Kihei, HI	—

Address	Redfin Estimate
1 Beds 1 Baths 626 Sq. Ft.	
Address	Redfin Estimate
2075 South Kihei Rd Apt 204, Kihei, HI	\$717,615
2 Beds 2 Baths 976 Sq. Ft.	
2075 South Kihei Rd Apt 103, Kihei, HI	\$760,863
2 Beds 2 Baths 976 Sq. Ft.	
Address	Redfin Estimate
2075 South Kihei Rd Apt 106, Kihei, HI	\$848,032
2 Beds 2 Baths 1168 Sq. Ft.	
2075 South Kihei Rd Apt 206, Kihei, HI	\$986,156
3 Beds 2 Baths 1334 Sq. Ft.	

Property information provided by RAM MLS when last listed in 2025. This data may not match public records. [Learn more.](#)

More real estate resources

Redfin > Hawaii > Kihei > 2075 S Kihei Rd #207, Kihei, HI 96753

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California DRE #01521930

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GreatSchools Ratings provided by [GreatSchools.org](#).

Attachment 5

Search

Kihei Searches

- Homes for sale
- Condos for sale
- Land for sale
- Open houses
- Recently sold

Buying Options

- Buy with Redfin
- Redfin Premier
- Redfin Early Access

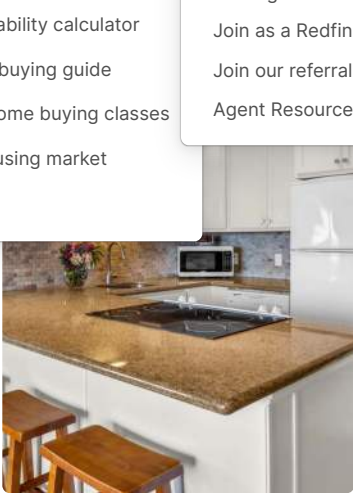
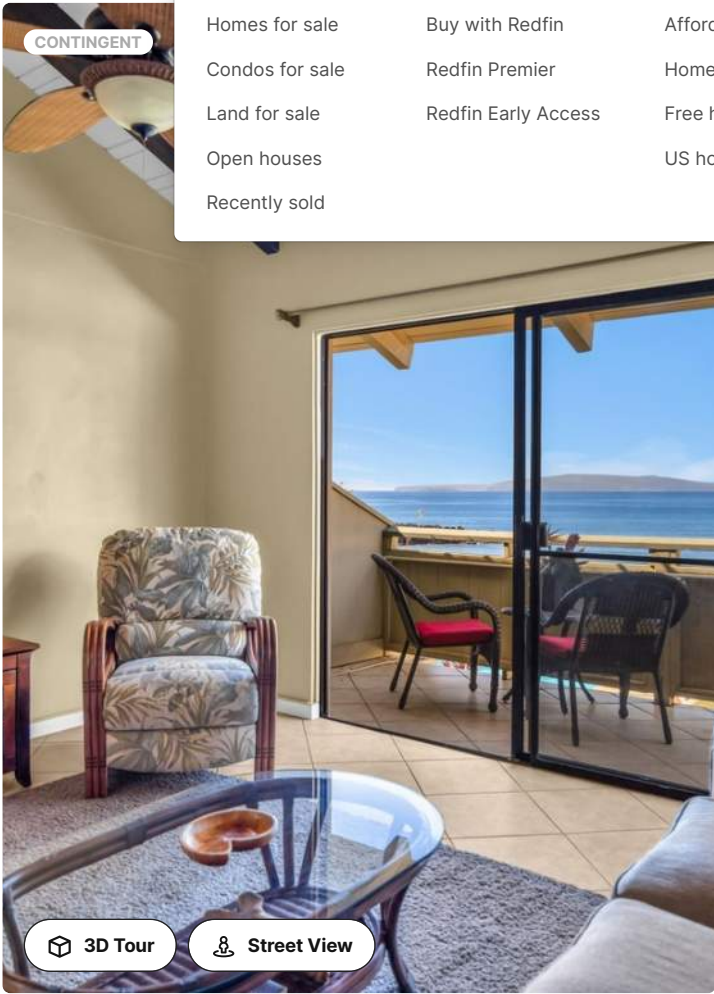
Buying Resources

- Affordability calculator
- Home buying guide
- Free home buying classes
- US housing market

Find an Agent

- Find agents in Kihei
- Join as a Redfin Agent
- Join our referral network
- Agent Resource Center

Hide Share



CONTINGENT

\$659,000 Est. \$5,518/mo — [See my rate](#)

1 bd • 1 ba • 626 sq ft

2075 S Kihei Rd #208, Kihei, HI 96753



This home may not be allowing tours right now

The seller has already accepted an offer. You can request a tour anyway or ask an agent about submitting a backup offer.

[Request tour anyway](#)

OR

[Ask a question](#)

[Start an offer](#) | [\(808\) 431-3908](#)

About this home

Welcome to Shores of Maui, a boutique complex of just 50 units located directly across from Cove Park—one of Maui's most popular beginner surf and stand-up paddle spots. From this condo you can relax on your lanai and watch surfers and daily surf lessons with the Pacific as your backdrop. This well-situated condo offers easy island living with an open living area, full kitchen, and a comfortable bedroom retreat. Step outside and enjoy

[Show more](#)



Condo
Property Type



1975
Year Built



1.75 acres
Lot Size



\$1,053
Price/Sq.Ft.



\$1,163/mo
HOA Dues



1 space
Parking

Listed by Sam Utley • Island Sotheby's International Realty(M)
Contact: Cell: 808-205-5088

Listing updated: Jun 2, 2026 at 03:06pm
Redfin checked: [a few seconds ago](#) • Source: RAM MLS #408791

130 days on Redfin • **433 views** • **26 favorites**

Open houses

No upcoming open houses.

Nearby open houses (10)

Payment calculator

\$5,518 per month

[Reset](#)

Principal and interest	\$3,376
Property taxes	\$804
HOA dues	\$1,163
Home insurance	\$176
Utilities	Add

Down payment
20% (\$131,800)

Home price
\$659,000

Loan details
30-yr fixed, 6.63%

Takes about 5 minutes & won't affect your credit

[Get prequalified](#)

Takes about 5 minutes & won't affect your credit

Get prequalified

- Discover your buying power

Find out if this home is within budget
- Down payment assistance

View down payment assistance programs for this home

Around this home

- Schools
- Places
- Transit

- Kamalii Elementary School

Public PreK-5 • Assigned • 0.8mi

7/10
- Lokelani Intermediate School

Public 6-8 • Assigned • 1.2mi

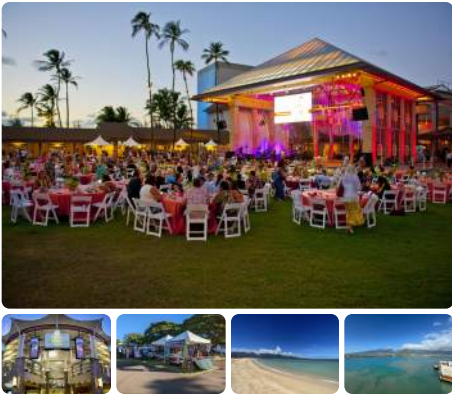
3/10
- Kulanihakoi High School

Public 9-11 • Assigned • 2.4mi

Show nearby schools

Provided by GreatSchools

About Maui Island



Show more

7.5 /10

Very walkable

Most errands can be done on foot

5.9 /10

Bikeable

Some bike infrastructure

9.2 /10

Silent zone

Virtually no nearby noise

0.7 /10

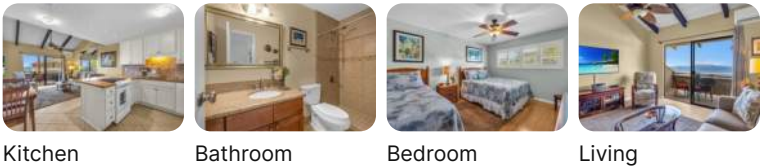
Always calm

Calm at all hours

Provided by Walk Score and Local Logic

Property details

- Interior
- Exterior
- Finance



- 

Interior features

Ceiling fans

Furnished unit

Kitchenware included

TV cable available

Blinds and drapes on windows
- 

Laundry & utility

Washer

Dryer
- 

Bathrooms

1 bathroom
- 

Kitchen

Dishwasher

Disposal

Microwave

Range

Refrigerator
- 

Flooring

Tile flooring

Laminate flooring
- 

Heating & cooling

No central air conditioning

[See all details from MLS](#)

Sale and tax history for 2075 S Kihei Rd #208

Sale History

Tax History

Date	Event	Price
RAM MLS #408791		
Jun 2, 2026	Contingent	—
Feb 17, 2026	Listed	\$659,000 \$1,053/sq ft
RAM MLS #347244		
Jun 16, 2011	Sold	\$255,000 \$407/sq ft
Mar 4, 2011	Listed	\$299,000 \$478/sq ft



[Show more](#) ▾

Public record

Public record

Zoning

Beds	1	Year built	1975
Baths	1	Style	Condo/Co-op
Stories	1	County	Maui County
Lot width	—	APN	390170030033
Lot depth	—	Parking Spaces	—
Lot size	—	Basement	—
Year renovated	—	Accessible	—
Finished Sq. Ft.	626	HOA Dues	—
Unfinished Sq. Ft.	—	Garage	—
Total Sq. Ft.	626	Features	—

Last updated by owner on Dec 10, 2025.

About this building



Photo via 2075 S Kihei Rd #125

2 for sale
2075 S Kihei Rd, Kihei, HI 96753

[See photos & sale trends](#)

Units for sale

Unit ^	Price	Beds	Baths	Sq Ft
114	\$611,000	1 bed	1 bath	626 sq ft
208	\$659,000	1 bed	1 bath	626 sq ft

Climate risks

 10/10 Flood Factor Estimated 80%+ chance of a flood reaching the building in the next 30 years	>
 Fire Factor We're working on getting current and accurate fire risk information for this home.	



Heat Factor

We're working on getting current and accurate heat risk information for this home.



Wind Factor

We're working on getting current and accurate wind risk information for this home.



1/10 Air Factor

Minimal risk of unhealthy air over next 30 years

>

[View full report](#)

Provided by First Street

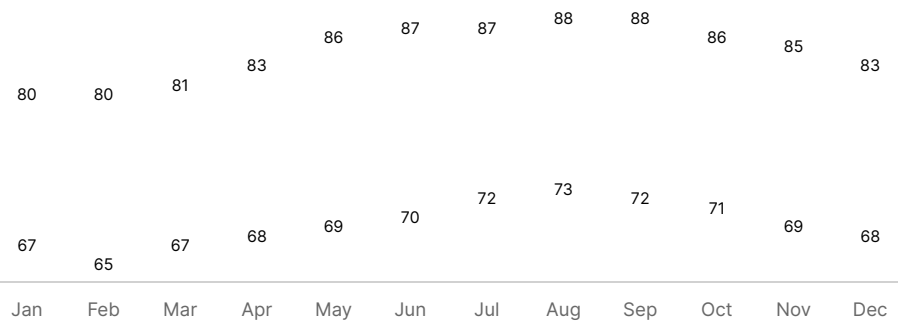
Historical weather



Kihei, HI • 96753

- Temperature
- Precipitation
- Snowfall
- UV index
- Humidity

Average low and high temperatures (°F)



Sun exposure



Exceptional sunlight

Sunscore

10.1 hrs

7.8 hrs

There appears to be minimal shading by surrounding buildings, terrain, and vegetation.

June

December

[View 3D sun simulation](#)

Provided by Shadowmap

Offer insights

2075 S Kihei Rd #208 · \$659,000

Not available

We are unable to calculate an offer price at this moment.

Market insights

[See all insights](#)

DAYS ON MARKET

130 days

The average home goes pending in 102 days.

SALE-TO-LIST

95.1%

Most homes are selling 5% below list price.

About offer insights ⓘ

Ask Redfin agent Travis a question



Travis Speck (R) B

Kihei Redfin Agent
Responds in **4 business hours**

Write a message...

I'd like more home details.

I'm interested in buying.

Is this home still available?

Ask a question

Text or call **(808) 431-3908**

Redfin Estimate for 2075 S Kihei Rd #208

We cannot show automated home-value estimates for this home. ⓘ

Nearby homes have recently sold between **\$420,000** and **\$740,000**.

Nearby comparable homes

The Redfin Estimate uses 6 recent nearby sales, priced between \$420K to \$740K.

SOLD JUN 8, 2026



\$640,000 Last sold price

1 bed 1 bath 700 sq ft
2387 S Kihei Rd Unit B303, Kihei, HI 96753

— \$139/sq ft

↑ larger lot

↑ 4 years newer

SOLD APR 14, 2026



\$582,000 Last sold price

2 beds 1.5 baths 750 sq ft
160 Keonekai Rd Unit 8-103, Kihei, HI 96753

— \$277/sq ft

↑ larger lot

↑ 17 years newer

View comparables on map

Recommended for you

Based on homes you've looked at.

\$750,000

1 bed 2 baths 818 sq ft
2695 S Kihei Rd #9306, Kihei, HI 96753

\$569,000

2 beds 2 baths 745 sq ft
2219 S Kihei Rd Unit B403, Kihei, HI 96753

\$559,000

1 bed 1 bath 640 sq ft
1299 Uluniu Rd Unit 103A, Kihei, HI 96753

\$585,000

1 bed 2 baths 818 sq ft
2695 S Kihei Rd Unit 8-101, Kihei, HI 96753

\$650,000

2 beds 2 baths 745 sq ft
2219 S Kihei Rd Unit A204, Kihei, HI 96753

3D WALKTHROUGH

\$949,000

2 beds 2 baths 1,052 sq ft
2777 S Kihei Rd Unit D208, Kihei, HI 96753

View 5 more homes in your Feed

Nearby similar homes

\$899,000

1 bed 2 baths 1,039 sq ft
2777 S Kihei Rd Unit L105, Kihei, HI 96753

\$1,125,000

2 beds 2 baths 1,052 sq ft
2777 S Kihei Rd Unit C210, Kihei, HI 96753

\$345,000

2 beds 1 bath 685 sq ft
35 Walaka St Unit L210, Kihei, HI 96753

\$650,000

VIDEO TOUR

\$1,250,000

3D WALKTHROUGH

\$850,000

New listings for sale in 96753

NEW 22 HRS AGO

\$499,000

2 beds 2 baths 1,024 sq ft
777 S Kihei Rd Apt 205, Kihei, HI 96753

\$2,400,000

3 beds 2.5 baths 2,450 sq ft
2451 Umeke Cir, Kihei, HI 96753

\$2,400,000

3 beds 2.5 baths 2,450 sq ft
2451 Umeke Cir #67, Kihei, HI 96753

\$1,095,000

3 beds 1 bath 864 sq ft
1937 Peke Pl, Kihei, HI 96753

VIDEO TOUR

\$898,000

2 beds 2 baths 1,158 sq ft
217 Awa Pl, Kihei, HI 96753

VIDEO TOUR

\$799,000

1 bed 2 baths 1,039 sq ft
2777 S Kihei Rd Unit D103, Kihei, HI 96753

\$1,030,000

3 beds 2 baths 1,432 sq ft
2860 Ohina St, Kihei, HI 96753

\$3,600,000

5 beds 4 baths 3,064 sq ft
3435 Hookipa Pl Unit A, Kihei, HI 96753

\$420,000

2 beds 1 bath 781 sq ft
2065 Kanoe St Unit A, Kihei, HI 96753

Details provided by RAM MLS and may not match the public record. [Learn more.](#)

More real estate resources

Redfin > Hawaii > Kihei > 2075 S Kihei Rd #208, Kihei, HI 96753

Maui Island homes for sale

Join us

Become an Agent

Get referrals

Careers

Find homes faster



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GreatSchools Ratings provided by [GreatSchools.org](#).



FOR SALE

\$611,000

Est. \$5,394/mo — [See my rate](#)

1 bd • 1 ba • 626 sq ft

2075 S Kihei Rd #114, Kihei, HI 96753



Request showing

Tour for free, no strings attached

Start an offer

Make a winning offer with the help of a local agent

Ask a question

(808) 431-3908

About this home

Welcome to Shores of Maui, located in the heart of sunny Kihei. This unit has a stunning **ocean view** and an **oversized lanai** so you can enjoy your coffee while watching surfers catch waves at the cove. Inside the unit features a functional layout with a **full kitchen**, **in-unit washer and dryer**, **air conditioning**, and **flexible living space** ideal for extended stays or a relaxing Maui retreat. Shores of Maui is a well-maintained community

Show more

Condo

Property Type

1975

Year Built

1.75 acres

Lot Size

\$976

Price/Sq.Ft.

\$1,292/mo

HOA Dues

Listed by Joey Musto • Coldwell Banker Island Prop(Ka)

Contact: Cell: 808-269-5219

Listing updated: Apr 7, 2026 at 12:48pm

Redfin checked: 2 minutes ago • Source: RAM MLS #408286

177 days on Redfin • 523 views • 13 favorites

See this home in person

SAT
27
JUN

SUN
28
JUN

MON
29
JUN

TUE
30
JUN

This home is unavailable to tour on this day.

Next available date: Monday, June 29

Open houses

No upcoming open houses.

Nearby open houses (10)

Payment calculator

\$5,394 per month

Reset

Principal and interest

\$3,130

https://www.redfin.com/HI/Kihei/2075-S-Kihei-Rd-96753/unit-114/home/88600771

2/11

- Property taxes
- HOA dues
- Home insurance
- Utilities
- \$809
- \$1,292
- \$163
- Add

Down payment 20% (\$122,200)	Home price \$611,000	Loan details 30-yr fixed, 6.63%
---------------------------------	-------------------------	------------------------------------

Takes about 5 minutes & won't affect your credit ⓘ

Get prequalified

Discover your buying power

Find out if this home is within budget

>

Down payment assistance

View down payment assistance programs for this home

>

Around this home

- Schools
- Places
- Transit

- Kamalii Elementary School

Public PreK-5 • Assigned • 0.8mi

7/10 >
- Lokelani Intermediate School

Public 6-8 • Assigned • 1.2mi

3/10 >
- Kulanihakoi High School

Public 9-11 • Assigned • 2.4mi

>

Show nearby schools ▾

Provided by GreatSchools ⓘ

✦ About Maui Island ⓘ



Show more ▾

7.5 /10

Very walkable

Most errands can be done on foot

5.9 /10

Bikeable

Some bike infrastructure

9.2 /10

Silent zone

Virtually no nearby noise

0.7 /10

Always calm

Calm at all hours

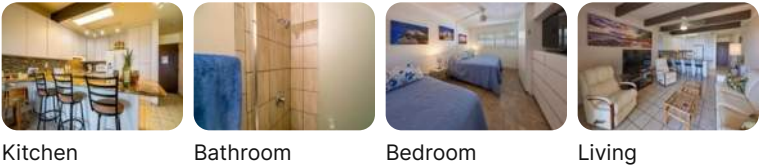
Provided by Walk Score and Local Logic

Property details

Interior

Exterior

Finance



- 

Interior features

Ceiling fan(s)

TV cable

Blinds
- 

Bathrooms

1 bathroom
- 

Kitchen

Range

Microwave

Refrigerator

Dishwasher
- 

Laundry & utility

Washer

Dryer
- 

Flooring

Tile
- 

Heating & cooling

No central A/C

[See all details from MLS](#)

Sale and tax history for 2075 S Kihei Rd #114

Sale History

Tax History

Date	Event	Price
RAM MLS #408286		
Apr 7, 2026	Price Changed	\$611,000 \$976/sq ft
Jan 1, 2026	Listed	\$666,000 \$1,064/sq ft
Public Records		
Feb 17, 2000	Sold	\$135,000 \$216/sq ft
RAM MLS #200898		
Sep 28, 1997	Listed	\$150,000

Show more

Public record

Public record		Zoning	
Beds	1	Year built	1975
Baths	1	Style	Condo/Co-op
Stories	1	County	Maui County
Lot width	—	APN	390170030014
Lot depth	—	Parking Spaces	—
Lot size	—	Basement	—
Year renovated	—	Accessible	—
Finished Sq. Ft.	626	HOA Dues	—
Unfinished Sq. Ft.	—	Garage	—
Total Sq. Ft.	626	Features	—

Last updated by owner on May 22, 2026.

About this building



Photo via 2075 S Kihei Rd #125

2 for sale
2075 S Kihei Rd, Kihei, HI 96753
[See photos & sale trends](#)

Units for sale

Unit	Price	Beds	Baths	Sq Ft
114	\$611,000	1 bed	1 bath	626 sq ft
208	\$659,000	1 bed	1 bath	626 sq ft

Climate risks

Climate risks



10/10 Flood Factor

Estimated 80%+ chance of a flood reaching the building in the next 30 years



Fire Factor

We're working on getting current and accurate fire risk information for this home.



Heat Factor

We're working on getting current and accurate heat risk information for this home.



Wind Factor

We're working on getting current and accurate wind risk information for this home.



1/10 Air Factor

Minimal risk of unhealthy air over next 30 years



[View full report](#)

Provided by First Street

Historical weather



Kihei, HI • 96753

Temperature

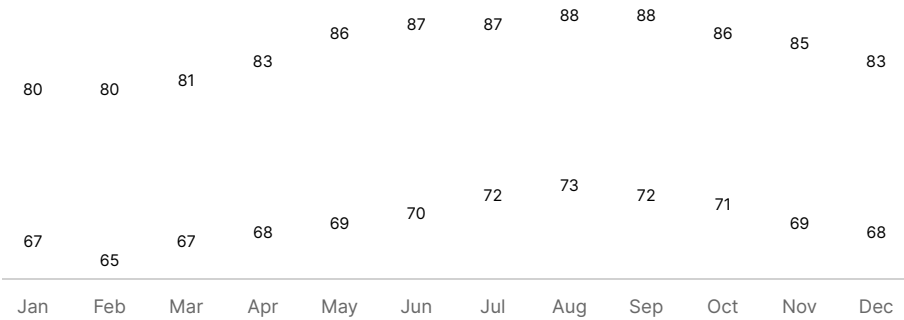
Precipitation

Snowfall

UV index

Humidity

Average low and high temperatures (°F)



Sun exposure



Exceptional sunlight
Sunscore

10.1 hrs

7.8 hrs

There appears to be minimal shading by surrounding buildings, terrain, and vegetation.

June

December

[View 3D sun simulation](#)

Provided by Shadowmap

Offer insights

2075 S Kihei Rd #114 \$611,000

2075 S Kihei Rd #114 - \$611,000

Strong offer ▼

\$606K and above
75% chance or better to win

Why \$606K+ is a strong offer [See all insights](#)

📅 DAYS ON MARKET

177 days
The average home goes pending in 102 days.

🏠 SALE-TO-LIST

95.1%
Most homes are selling 5% below list price.

About offer insights ⓘ

Ask a local expert

Phone *

() -

Write a message

I'd like more home details

Any recent upgrades?

Is there an HOA?

Submit

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Redfin Estimate for 2075 S Kihei Rd #114

\$592,329

▼ **\$19K** under list price of \$611K

Nearby comparable homes

The Redfin Estimate uses 6 recent nearby sales, priced between \$283K to \$710K.

SOLD JAN 2, 2026



\$460,000 Last sold price

1 bed 1 bath 605 sq ft
2191 S Kihei Rd #2112, Kihei, HI 96753
— \$216/sq ft
↑ larger lot
↑ 5 years newer

SOLD FEB 4, 2026



\$525,000 Last sold price

2 beds 2 baths 745 sq ft
2219 S Kihei Rd Unit B312, Kihei, HI 96753
— \$271/sq ft
↑ larger lot
↑ 14 years newer

[View comparables on map](#)

More resources



Rental earnings

Est. \$2,477 per month, based on comparable rentals



Early Access listings

EARLY ACCESS COMPASS COMING SOON

\$5,500,000

3 beds 3.5 baths 2,499 sq ft
5071 Opele St Unit A, Hanalei, HI 96714

EARLY ACCESS COMPASS COMING SOON

\$3,000,000

11 beds 5.5 baths 2,982 sq ft
1775 Lusitana St, Honolulu, HI 96813

EARLY ACCESS COMPASS COMING SOON

\$665,000

3 beds 2.5 baths 1,245 sq ft
68-3935 Ehu Kai Loop #2903, Waikoloa, HI 96738

EARLY ACCESS COMPASS COMING SOON

\$1,689,000

5 beds 3 baths — sq ft
528 Halela St Unit A, Kailua, HI 96734

EARLY ACCESS COMPASS COMING SOON

\$1,150,000

4 beds 3 baths — sq ft
91-904 Opeapea St, Ewa Beach, HI 96706

EARLY ACCESS COMPASS COMING SOON

\$620,000

2 beds 1.5 baths 884 sq ft
47-389 Hui Iwa St #2, Kaneohe, HI 96744

View more homes

Recommended for you

Based on homes you've looked at.

\$750,000

1 bed 2 baths 818 sq ft
2695 S Kihei Rd #9306, Kihei, HI 96753

\$569,000

2 beds 2 baths 745 sq ft
2219 S Kihei Rd Unit B403, Kihei, HI 96753

\$559,000

1 bed 1 bath 640 sq ft
1299 Uluniu Rd Unit 103A, Kihei, HI 96753

\$650,000
2 beds 2 baths 745 sq ft
2219 S Kihei Rd Unit A204, Kihei, HI 96753

3D WALKTHROUGH

\$949,000
2 beds 2 baths 1,052 sq ft
2777 S Kihei Rd Unit D208, Kihei, HI 96753

3D WALKTHROUGH

\$525,000
1 bed 1 bath 588 sq ft
2191 S Kihei Rd #1111, Kihei, HI 96753

View 3 more homes in your Feed

Nearby similar homes

\$420,000
2 beds 1 bath 781 sq ft
2065 Kanoë St Unit A, Kihei, HI 96753

3D WALKTHROUGH

\$850,000
3 beds 2 baths 1,059 sq ft
44 Kanani Rd Unit 3-106, Kihei, HI 96753

VIDEO TOUR

\$3,878,000
3 beds 3 baths 1,742 sq ft
78 Kai Malu Dr #101, Kihei, HI 96753

\$949,000
2 beds 2 baths 774 sq ft
2450 S Kihei Rd #301, Kihei, HI 96753

3D WALKTHROUGH

\$1,840,000
1 bed 2 baths 885 sq ft
3300 Wailea Alanui Dr Unit 38A, Kihei, HI 96753

VIDEO TOUR

\$869,000
1 bed 1.5 baths 693 sq ft
2381 S Kihei Rd Unit B107, Kihei, HI 96753

View more homes

New listings for sale in 96753

NEW 22 HRS AGO

\$499,000

2 beds 2 baths 1,024 sq ft

777 S Kihei Rd Apt 205, Kihei, HI 96753

\$2,400,000

3 beds 2.5 baths 2,450 sq ft

2451 Umeke Cir, Kihei, HI 96753

\$2,400,000

3 beds 2.5 baths 2,450 sq ft

2451 Umeke Cir #67, Kihei, HI 96753

\$1,095,000

3 beds 1 bath 864 sq ft

1937 Peke Pl, Kihei, HI 96753

VIDEO TOUR

\$898,000

2 beds 2 baths 1,158 sq ft

217 Awa Pl, Kihei, HI 96753

VIDEO TOUR

\$799,000

1 bed 2 baths 1,039 sq ft

2777 S Kihei Rd Unit D103, Kihei, HI 96753

\$1,030,000

3 beds 2 baths 1,432 sq ft

2860 Ohina St, Kihei, HI 96753

\$3,600,000

5 beds 4 baths 3,064 sq ft

3435 Hookipa Pl Unit A, Kihei, HI 96753

\$420,000

2 beds 1 bath 781 sq ft

2065 Kanoe St Unit A, Kihei, HI 96753

Details provided by RAM MLS and may not match the public record. [Learn more.](#)

More real estate resources

Redfin > Hawaii > Kihei > 2075 S Kihei Rd #114, Kihei, HI 96753

Zip Codes

Neighborhoods

Cities

Popular Searches

96753 homes for sale

96790 homes for sale

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REDFIN IS COMMITTED TO AND ABIDES BY THE FAIR HOUSING ACT AND EQUAL OPPORTUNITY ACT. READ REDFIN'S FAIR HOUSING POLICY AND THE NEW YORK STATE FAIR HOUSING NOTICE.

GreatSchools Ratings provided by GreatSchools.org.

Attachment 6

Attachment A

The Shores of Maui

Fees for the year 2025-2026

Payment must be received by the first of the month (payable to your Association), or late fees may be incurred according to your Association's bylaws.

Units	CIP%	Maintenance & Reserve	Replacement Reserve	Total Payment
207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224	1.8%	\$1,163.00	\$450.00	\$1,613.00
107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124	2.0%	\$1,292.00	\$500.00	\$1,796.00
201, 202, 203, 204, 205, 206, 225	2.1%	\$1,357.00	\$525.00	\$1,882.00
101, 103, 104, 105, 106, 125	2.4%	\$1,552.00	\$600.00	\$2,151.00
102	2.5%	\$1,616.00	\$625.00	\$2,241.00

Attachment 7

RICHARD T. BISSEN, JR.
Mayor

KATE L. K. BLYSTONE
Director

ANA LILLIS
Deputy Director



DEPARTMENT OF PLANNING
COUNTY OF MAUI
ONE MAIN PLAZA
2200 MAIN STREET, SUITE 315
WAILUKU, MAUI, HAWAI'I 96793

April 30, 2025

Mr. Aaron Hollingbery
11510 Quail Lane
Woodway, Washington 98020

Dear Mr. Hollingbery:

SUBJECT: SPECIAL MANAGEMENT AREA (SMA) ASSESSMENT, SHORELINE SETBACK ASSESSMENT (SSAD), AND ENVIRONMENTAL ASSESSMENT EXEMPTION (EAE) FOR REPAIR OF AN EXISTING RETAINING WALL LOCATED AT THE SHORES OF MAUI CONDOMINIUM, 2075 SOUTH KĪHEI ROAD, KĪHEI, MAUI, HAWAI'I; TMK: (2) 3-9-017:003 (SMX2025-00076) (SM52025-000054) (SSAD2025-00010) (EAE2025-00015)

In response to your application received on April 11, 2025, and in accordance with the SMA Rules for the Maui Planning Commission (Commission), Section 12-202-12, the Department of Planning (Department) has made a determination relative to the above project that:

1. The project is not a development, pursuant to Section 205A-22 and may be issued a SMA Exemption;
2. The project has a valuation not in excess of \$500,000.00;
(Valuation: \$220,000.00)
3. The proposed scope of work consists of the following: Repair and maintain the existing retaining wall that fronts the property facing South Kīhei Road by installing 12 horizontal wall tiebacks to stabilize the wall. The entire parcel is located mauka of South Kīhei Road, but is within the Erosion Hazard Line. No ground disturbance is proposed for this project;

4. The project has no significant adverse environmental or ecological effects, provided Best Management Practices (BMPs) are implemented; and
5. The project is consistent with the objectives, policies, and SMA guidelines set forth in the Hawai'i Revised Statutes (HRS), Chapter 205A, and is consistent with the County General Plan and Zoning.

In consideration of the above determination, you are hereby granted an SMA Exemption (SM52025-000054).

Furthermore, in accordance with the *Shoreline Rules for the Commission*, Sections 12-203-3, 12-203-6, 12-203-10, 12-203-11, and 12-203-12, a determination has been made relative to the above-referenced project that:

1. The site is a shoreline property and is subject to the Commission Shoreline Rules;
2. The proposed action will occur within Flood Zone 'X'; therefore, a Flood Development Permit is not required for the project;
3. The proposed scope of work is allowed by the Shoreline Rules 12-203-12(a)(12) and is considered a permissible activity:

"A structure or activity that has been determined by the director to be a minor structure or minor activity within the shoreline area that does not adversely affect beach processes, does not artificially fix the shoreline, and does not interfere with public access or public views to and along the shoreline and which meets the purpose of this chapter, the building code, flood hazard regulations, and special management area requirements;"

4. The proposed project is located within the 3.2-foot Sea Level Rise Exposure Area (SLRXA) as mapped by the Hawai'i Sea Level Rise Viewer (www.hawaiisealevelriseviewer.org). However, the action has been determined to be exempt pursuant to HRS 205A and the SMA rules of the planning commission. The property owner is aware that the proposed action occurs within the 3.2-foot SLRXA and acknowledges their awareness of the risks of sea level rise and the action's location within the 3.2-foot SLRXA, as described in their SLRXA acknowledgement document submitted to the Department on 4/25/2025.

Accordingly, you are hereby granted a Shoreline Setback Assessment Determination Approval (SSAD2025-00010), subject to the following conditions:

1. That repairs are made according to the plans titled, "The Shores of Maui Retaining Wall Repairs" prepared by JPB Engineering, Inc., dated September 26, 2024.

2. That BMPs shall be implemented to ensure water quality and marine resources are protected. No construction materials shall be stockpiled in the aquatic environment. All construction-related materials shall be free of pollutants and placed or stored in ways to avoid or minimize disturbance. No debris, petroleum products or deleterious materials or wastes shall be allowed to fall, flow, leach, or otherwise enter near shore waters. Any turbidity and siltation generated from activities proposed at the site shall be minimized and contained in the immediate vicinity of construction through the use of effective silt containment devices. Construction during adverse weather conditions shall be curtailed to minimize the potential for adverse water quality impacts. Appropriate measures to minimize dirt and water runoff, noise, and dust must be used.
3. That a building permit shall be obtained, as applicable, from the Department of Public Works, Development Services Administration.
4. That the proposed scope shall be initiated by **May 31, 2027**, and shall be completed within two years of said initiation.
5. That construction hours shall be limited to 8:00 a.m. to 5:00 p.m.
6. That in the event historic resources, including human skeletal remains, structural remains, cultural deposits, or lava tubes are identified during construction activities, all work shall cease in the immediate vicinity of the find, the find shall be protected from additional disturbance, and Department of Land and Natural Resources-State Historic Preservation Division (DLNR-SHPD), Maui Section, shall be contacted immediately at (808) 243-1285. Work shall not continue until cleared by DLNR-SHPD.
7. That full compliance with all other applicable governmental requirements shall be rendered.

ENVIRONMENTAL ASSESSMENT EXEMPTION

The project was reviewed in accordance with Chapter 343, HRS. The Department finds that the project triggers compliance with environmental review because it involves the “*Use within the shoreline area.*” However, the project qualifies for the following exemption in accordance with HAR Chapter 11-200.1-15(c):

- (1) *Operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing;*

Accordingly, you are hereby granted an Environmental Assessment Exemption (EAE2025-00015).

Mr. Aaron Hollingbery
April 30, 2025
Page 4

In summary, the Department grants a SMA Exemption (SM52025-000054), Shoreline Setback Approval (SSAD2025-00010) and Environmental Assessment Exemption (EAE2025-00015) for the work described in your SMA Assessment Application (SMX2025-00076). PLEASE NOTE THAT OTHER PERMITS OR APPROVALS MAY BE REQUIRED.

Thank you for your cooperation. If additional clarification is required, please contact Planner Brailey Gonsalves at Brailey.K.Gonsalves@mauicounty.gov or at (808)270-6297.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D.A. Dias', with a large loop at the end.

DANNY A. DIAS
Planning Program Administrator

for KATE L. K. BLYSTONE
Director

Attachments: Approved Plans

cc: Carolyn Cortez, Interim Planning Program Administrator (PDF)
Kurt Wollenhaupt, Land Use Planning Supervisor (PDF)
Brailey Gonsalves, Planner (PDF)
Aaron Hollingbery, Applicant (PDF)

DAD:BKG:hk

K:\WP_DOCS\Planning\SMX\2025\00076_SOMRetainingWallRepair\SM5_SSAD_EAE.pdf

Attachment 8

EXHIBIT "A"

PARCEL FIRST:

All of that certain parcel of land (being a portion of Grant to Akuna Akina and being also a portion of Lot 21, Kamaole Homesteads) situate on the west side of Kanoa Street at Kamaole, Kula, Island and County of Maui, State of Hawaii, being Lot 16 of the "Kaehukai Tract Lots", and being more particularly described as follows:

Being at a pipe at the northerly corner of this Lot, being also the easterly corner of Lot 15, Kaehukai Tract Lots, the coordinates of which referred to Government Survey Triangulation Station "Puu-O-Kali" being 621.00 feet south and 21,631.91 feet west and running by azimuths measured clockwise from true south:

1. 325° 55' 75.00 feet along Kanoa Street to a pipe (found);
2. 55° 55' 150.00 feet along lot 17, Kaehukai Tract Lots to a pipe (found);
3. 145° 55' 75.00 feet along lot 8, Kaehukai Tract Lots to a pipe (found);
4. 235° 55' 150.00 feet along lot 15, Kaehukai Tract Lots to the point of beginning and containing an area of 11,250 square feet.

PARCEL SECOND:

Lot 8

All of that certain parcel of land (being a portion of Lot 21, Grant to Akuna Akina, Kamaole Homesteads, and Grant 8763 to Sommerfeld), being LOT EIGHT (8) of KAEHUKAI TRACT LOTS, situate at Kamaole, District of Kula, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at an iron pipe on the South corner of this lot, said corner being on the North boundary of the Kihel-Makena Road Unit B, the coordinates of said point of beginning referred to U.S.C. & G.S. Triangulation Station "Puu-O-Kali" are

823.30 feet South
21,704.46 feet West, and running by azimuths measured clockwise from true South:

1. 131° 51' 77.32 feet along the North Boundary of the Kihel-Makena Road Unit B, to an iron pipe;
2. 235° 55' 127.87 feet along Lot 7 of this tract to an iron pipe;
3. 325° 55' 75.00 feet along Lot 16 of this tract to an iron pipe;

4. 55° 55' 109.08 feet along Lot 9 of this tract to the point of beginning and containing an area of 8886 square feet.

Lot 9

All of that certain parcel of land (being a portion of Lot 21, Grant to Akuna Akina, Kamaole Homesteads, and Grant 8763 to Sommerfeld), being LOT NINE (9) of KAEHUKAI TRACT LOTS, situate at Kamaole, District of Kula, Island and County of Maui, State of Hawaii and more particularly described as follows:

Beginning at an Iron pipe on the West corner of this Lot, said corner being on the North boundary of the Kihel-Makena Road Unit B, the coordinates of said point of beginning referred to U.S.C. & G.S. Triangulation Station "Puu-O-Kali" are

828.30 feet South
21,704.46 feet West, and running by azimuths measured clockwise from true South:

1. 235° 55' 109.08 feet along Lot 8 of this tract to an iron pipe;
2. 325° 55' 75.00 feet along Lot 7 of this tract to an iron pipe;
3. 55° 55' 90.29 feet along Lot 10 of this tract to an iron pipe;
4. 131° 51' 77.32 feet along the North boundary of the Kihel-Makena Road Unit B, to the point of beginning and containing an area of 7476 square feet.

Lot 17

All of that certain parcel of land (being a portion of Lot 21, Grant to Akuna Akina, Kamaole Homesteads, and Grant 8763 to Sommerfeld), being LOT SEVENTEEN (17) of KAEHUKAI TRACT LOTS, situate at Kamaole, District of Kula, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at an Iron pipe on the East corner of this lot, said corner being on the South boundary of the 30 foot Homestead Road, the coordinates of said point of beginning referred to U.S.C. & G.S. Triangulation Station "Puu-O-Kali" are

745.23 feet South
21,447.85 feet West, and running by azimuths measured clockwise from true South:

1. 55° 55' 150.00 feet along Lot 18 of this tract to an iron pipe;
2. 145° 55' 75.00 feet along Lot 9 of this tract to an iron pipe;

3. 235° 55' 150.00 feet along Lot 16 of this tract to an iron pipe;
4. 325° 55' 75.00 feet along the South boundary of the 30 foot Homestead Road to the point of beginning and containing an area of 11,250 square feet.

PARCEL THIRD:

All of those certain parcels of land (being portions of Lot 21, Grant to Akuna Akina, Kamaole Homesteads, and Grant 8763 to Sommerfeld), being LOTS NO. 10, 18 and 19 of the KAEHUKAI TRACT, situate at Kamaole, District of Kula, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at an Iron pipe on the North corner of Lot 18, said corner being on the South boundary of the 30 foot Homestead Road, the coordinates of said point of beginning referred to U.S.C. & G.S. Triangulation Station "Puu-O-Kali" are

745.23 feet South
21,447.85 feet West, and running by azimuths measured clockwise from true South:

1. 325° 55' 75.00 feet along the South Boundary of the 30 foot Homestead Road to an iron pipe;
2. Along the South boundary of the 30 foot Homestead Road, along the arc of a circular curve to the right, having a central angle of 65° 33', the direct azimuth and distance being
358° 41' 30" 162.38 feet;
3. 92° 09' 150.94 feet along the North boundary of the 80 foot Homestead Road to an iron pipe;
4. 131° 51' 126.10 feet along the North boundary of Kihei-Makena Road Unit B, to an iron pipe;
5. 235° 55' 240.29 feet along Lots 9 and 17 to the point of beginning and containing an area of 37,422 square feet.

SUBJECT, HOWEVER, to a County of Maui thirteen (13) foot wide designated set-back line from Kanoa Road.

HLU Committee

From: Diana Bray <diana@cwwalker.net>
Sent: Monday, June 29, 2026 12:25 PM
To: HLU Committee
Subject: Support Resolution 26-110
Attachments: First restatement of condo conveyance.pdf

You don't often get email from diana@cwwalker.net. [Learn why this is important](#)

June 29, 2026

Aloha HLU Committee Members:

My husband and I are owners at Hale Mahina Beach Resort, and I serve as Board Secretary of our properties' AOA.

The testimony I am submitting today is on behalf of the Board of Directors and the Association as the chair of our Short-Term Rental Committee.

We are writing to express our support for including Hale Mahina Beach Resort in Resolution 26-110 as written. We are a leasehold property which makes it difficult to finance and plan for long term housing. Additionally, our recent assessment to address the pending sea wall repairs, coupled with the AOA monthly dues and leasehold payment, would make it difficult for the average homeowner to afford; particularly after factoring in a monthly mortgage payment!

We have attached our First Restatement of the Declaration of Condominium Property Regime. Exhibit A, on page 29, lists the description of the parcel.

We are happy to provide other documentation that you may find helpful.

Thank you for your diligent & tireless work. We support this resolution which would rezone Hale Mahina Beach Resort from A-2 to H-4 and allow us to continue to operate as short-term rentals which helps to support the local tourism economy.

Diana Bray, Secretary AOA, STR Chair
Hale Mahina Beach Resort

Diana Bray, Broker

C.W. Walker & Associates, Inc.

Commercial Real Estate Brokers & Consultants

Licensed in the State of Oregon

835 E. Park Ave. Suite 100 / Eugene / OR 97401

Phone 541.484.4422 / Cell 541.543.0207

diana@cwwalker.net

www.cwwalker.net

R-1038

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

MAY 21, 1999 01:00 PM

Doc No(s) 99-082129,

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP () TO:

JOHN A. MORRIS/nbb
IWAI & MORRIS
820 MILILANI STREET, SUITE 502
HONOLULU, HAWAII 96813

Total pages:

**FIRST RESTATEMENT OF THE
DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF
HALE MAHINA BEACH RESORT**

WHEREAS, FIRST HAWAIIAN BANK, a Hawaii corporation, as Trustee under that certain trust agreement of Mitsuo Fujiwara dated January 27, 1978, as amended, and as Trustee under that certain trust agreement of June K. Fujiwara dated January 27, 1978, as amended, (the "Master Lessor") owns in fee simple certain real property described in Exhibit "A" attached and made a part of the Declaration referred to below; and

WHEREAS, by Indenture of Lease dated December 19, 1977, recorded as aforesaid in Liber 12624, Page 1, the land was demised to Inland Marine Builders Ltd., a Hawaii corporation (the "Lessor"); and

WHEREAS, Lessor improved the land by constructing thereon certain improvements described below, in accordance with plans incorporated by reference and filed in the Bureau of Conveyances of the State of Hawaii as Condominium File Plan No. 616.

WHEREAS, in order to create a condominium project consisting of the land and improvements, the Owner and the Lessor recorded a Declaration of Horizontal Property Regime in the Bureau of Conveyances of the State of Hawaii in Liber 13703, Page 375, to submit all of their interests in the property to a Horizontal Property Regime (now known as a Condominium Property Regime) established by the Horizontal Property Act, Chapter 514A, Hawaii Revised Statutes (now known as the Condominium Property Act, Chapter 514A, HRS), as amended and imposed on the project the division, limitations, restrictions, covenants and conditions stated in the Declaration, and declared and agreed that the property was to be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the Declaration, the provisions of which constitute covenants running with the land, which are binding on and for the benefit of the parties to the Declaration, their respective successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns; and

WHEREAS, By-Laws for the project were attached to and recorded contemporaneously with the Declaration as Exhibit "C", but are now being recorded separately, to bind all present and future owners, tenants and occupants of any

apartments of the project and all other persons who at any time use the project to the limitations, restrictions, covenants and conditions in the By-Laws; and

WHEREAS, the Declaration and By-Laws were amended by instruments dated August 2, 1979, recorded in Liber 13896, Page 493; September 14, 1979, recorded in Liber 14000, Page 150; November 26, 1979, recorded in Liber 14246, Page 137; January 20, 1981, recorded in Liber 15362, Page 519; August 29, 1986, recorded in Liber 19816, Page 711; and September 11, 1991, recorded as Document No. 91-133162; (See Endnote 1) and

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the Board of Directors of the Association established by the By-Laws to restate the Declaration to include in it any amendments and to conform its provisions to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by the Board of Directors; and

WHEREAS, at a meeting duly held on _____, 19____ said Board of Directors resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein;

NOW, THEREFORE, the Declaration is hereby restated to read as follows:

A. DIVISION OF PROPERTY. The project is hereby divided into the following separate freehold estates:

1. Apartments. Fifty-three (53) separate condominium apartments are designated in the spaces within the perimeter and party walls, floors and ceilings of each of the fifty-three (53) apartment units of the project, contained in two (2) four-

loft-story buildings and one (1) two-story building, without basements constructed principally of concrete, hollow tile masonry and wood, which spaces together with appurtenant lanai air spaces are referred to herein as "apartments", are designated on said condominium file plan and described as set forth in Exhibit "B" attached hereto and for every purpose made a part hereof.

(a) The apartments are constructed according to several different floor plans. A description of each of said floor plans, designating the layout, number of rooms and approximate area thereof is set forth in Exhibit "B".

(b) The apartments are numbered and located in the manner shown on said Condominium File Plan recorded in the Bureau of Conveyances of the State of Hawaii.

(c) The apartments have immediate access to the grounds of the project, or to an access balcony leading to stairways or elevators, each of which leads to the grounds of the project.

(d) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment, which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, doors and door frames, windows and window frames, the lanai air space, the inner

decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein.

2. Common Elements. One freehold estate is hereby designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

- (a) Said land in fee simple;
- (b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, elevators, walkways, entrances and exits of said buildings;
- (c) All yards, grounds and landscaping;
- (d) All parking areas, including, without limitation, all of the parking stalls depicted on said Condominium File Plan;
- (e) Cabana and pool;
- (f) Private sewage treatment plant;
- (g) All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any;
- (i) Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use. (See Endnote 2)

3. Limited Common Elements. No part of the common elements, herein called the "limited common elements", are designated or set aside for the exclusive use of certain apartments.

B. COMMON INTEREST. Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the project (herein called the "common interest") and the same proportionate share in all common profits and expenses of the project and for all other purposes including voting, as set forth in said Exhibit B attached hereto and for every purpose made a part hereof.

C. EASEMENTS. In addition to any easements herein designated in the limited common elements, the apartments and common elements shall have and be subject to the following easements:

1. Each apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements, if any, as herein provided; and in all other apartments of the building for support.

2. If any part of the common elements encroaches upon any apartment or limited common element or if any apartment or limited common element encroaches upon the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any buildings of the project shall be partially or totally destroyed and then rebuilt or in the event of any shifting, settlement or movement of any portion of the project,

minor encroachments of any parts of the common elements or apartments or limited common elements due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

3. The Association of Apartment Owners of the project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any apartments and limited common elements, if any, from time to time during reasonable hours as may be necessary for the operation of the project or at any time for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

4. The right is granted unto MITSUO FUJIWARA and JUNE K. FUJIWARA, but not their successors or assigns, during their lives and the life of the survivor of them, to use with their immediate family all of the recreational common elements of the project.

D. ALTERATION AND TRANSFER OF INTERESTS. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, which amendment shall contain the consent thereto by the holders of any first mortgage on such apartments or of an apartment lease demising the same, as shown in the Association's record of ownership, or who have given the Board notice of their interest through the Secretary of the Association or the Managing Agent, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered

with such apartment even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof or the apartments except as provided by said Condominium Property Act; and, without limiting the provisions of Section 514A-21(a) of the Hawaii Revised Statutes, any such partition or division shall be subject to the prior written consent thereto by the holders of any first mortgage, filed of record, of any apartment or of any apartment lease demising the same.

E. USE. Except when the holder of the first mortgage on an apartment has entered into possession of an apartment following (i) a default under its first mortgage, (ii) a foreclosure proceeding, or (iii) a conveyance in lieu of foreclosure, the apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose; except that the apartments may also be rented for transient or hotel purposes. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration and the By-Laws. (See Endnote 3)

F. ADMINISTRATION OF PROJECT. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the project in accordance with the By-Laws of the Association, originally attached hereto as Exhibit "C" and made a part hereof but now recorded separately. (See Endnote 3) Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of

said Condominium Property Act, this Declaration and the By-laws and specifically but without limitation the Association shall:

1. Make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the project or any part thereof.

2. Keep all common elements of the project in a strictly clean and sanitary condition, and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the project or the use thereof.

3. Well and substantially repair, maintain, amend and keep all common elements of the project, including without limitation the buildings thereof, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any street boundary of the project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the common elements of the project herein required to be repaired by the Association, of which notice shall be given by any owner or his agent, within thirty (30) days after the giving of such notice.

4. Except as provided in Section N.1 of this Declaration, before commencing or permitting construction of any improvement on the project, obtain and deposit with the Lessor a bond or certificate thereof naming as obligees the Lessor

and collectively all other apartment owners as their interests may appear, in a penal sum not less than one hundred per cent (100%) of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing performance of such construction free and clear of all mechanics' and materialmen's liens, and all claims in lieu of mechanics' and materialmen's liens arising under Section 514A-16 of the Hawaii Revised Statutes, as amended. (See Endnote 4)

5. Observe any setback lines affecting the project and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the project and the setback line along such boundary.

6. Except as provided in Section N.1 of this Declaration, not erect or place on the project any building or structure including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Master Lessor or Lessor, first approved in writing by the Master Lessor, Lessor and the Board, and also approved by a majority of apartment owners (or such larger percentage as required by law or this Declaration) including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof. (See Endnote 5)

7. Not make or suffer any strip or waste or unlawful, improper or offensive use of the project.

8. Have the right to be exercised by its Board of Directors or Managing Agent, to enter any apartments from time to time during reasonable hours as may be necessary for the operation of the project or at any time for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements.

G. MANAGING AGENT. Operation of the project shall be conducted for the Association by a responsible Hawaii corporate Managing Agent who shall be appointed by the Association in accordance with the By-laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Condominium Property Act. The initial Managing Agent shall be Management Consultants of Hawaii, Inc., a Hawaii corporation, whose principal place of business is Lahaina, Maui, Hawaii, and whose post office address is P. O. Box 5186, Lahaina, Maui, Hawaii 96761.

H. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation the operation thereof, any maintenance, repair, replacement and restoration of the common elements, including any limited common elements and any additions and alterations thereto, any labor, services, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon, and any premiums for hazard and liability insurance herein required with respect to the project shall constitute common expenses of the project for which all apartment owners shall be severally liable in proportion to their respective

common interests. Rent and real property taxes and special assessments referred to in Section 514A-6, Hawaii Revised Statutes, as amended, and charges, including those for utilities which are separately metered, shall not be common expenses of the condominium property regime hereby created and no payments thereof shall be payments of such common expenses. The Board of Directors of the Association (herein called the "Board") shall from time to time assess the common expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment prior to all other liens, except only (i) liens for taxes and assessments lawfully imposed by governmental authority against such apartment, and (ii) liens for sums unpaid on mortgages of record recorded prior to the Association's lien, and costs and expenses including attorney's fees provided in such mortgages. Such lien may be foreclosed by the Board or Managing Agent as provided by said Condominium Property Act, provided that thirty (30) days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to the Master Lessor, Lessor and all other persons having any interest in such apartment as shown in the Association's record of ownership. Without limiting the provisions of Section 514A-90 of the Hawaii Revised Statutes, as amended, where the holder of a first mortgage of record of an apartment or of an apartment lease demising the same comes into possession of the apartment pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or conveyance in lieu of foreclosure of the mortgage, such mortgagee shall take such possession of the apartment free of any claims for unpaid assessments or charges chargeable to the apartment, which accrue prior to the time such mortgagee

comes into possession of the apartment (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all apartments, including such apartment). (See Endnote 6)

In addition to the Board's right to foreclose on the lien described above, the Board or its Managing Agent may enforce collection of delinquent assessments by giving the delinquent owner sixty (60) days prior written notice of intent to sever utilities for delinquent assessments. Should the owner fail to cure the delinquency or make arrangements satisfactory to the Board prior to the expiration of the sixty (60) day period, then the utilities to the Apartment on which the assessment remains delinquent may be severed and disconnected in whole or part until the assessments are paid or otherwise provided for to the satisfaction of the Board. (See Endnote 7)

In the event that assessments received during any year are in excess of the actual expenditures for such year by the Association for common expenses of the project, the Board of Directors may, subject to approval by the apartment owners at the next annual meeting and subject to Section 514A-83.6, Hawaii Revised Statutes, (See Endnote 8) determine that such excess shall be:

(a) Applied in whole or in part to reduce the assessments for the immediately subsequent year:

(b) Designated in whole or in part as a capital contribution to the Association to be used for future capital improvements and replacements;

(c) Segregated and held in whole or in part as a Custodial Fund to be expended solely for specifically designated capital improvements and replacements; or

(d) Segregated and added in whole or in part to the Maintenance Reserve Fund established hereunder.

The proportionate interest of each apartment owner in said capital contributions, Custodial Fund or Maintenance Reserve Fund, cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the Condominium Property Regime hereby created shall be terminated or waived, such capital contributions, Custodial Fund or Maintenance Reserve Fund, remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new condominium property regime.

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the project, shall be bound by and comply strictly with the provisions of this Declaration and the By-Laws of the Association, and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association or, in a proper case, by any aggrieved apartment owner; in the event of the failure of any apartment owner to comply fully with any of the same within thirty (30) days after written demand therefor by the Association, the Association shall promptly give written notice of such failure to the holder of any first mortgage of such apartment

or of the apartment lease demising the same, as shown in the Association's record of ownership or who has given the Board notice of its interest through the Secretary of the Association or the Managing Agent.

J. INSURANCE. The Association at its common expense shall at all times keep all buildings of the project, including the common elements and, whether or not part of the common elements, all exterior and interior walls, floors, and ceilings, in accordance with the as-built condominium plans and specifications, insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii having a financial rating by Best's Insurance Reports of Class VI or better in an amount sufficient to provide for the full repair or full replacement thereof without deduction for depreciation, in the name of the Association as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time cause to be deposited promptly with the Master Lessor and Lessor true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. Flood insurance shall also be provided under the provisions of the federal Flood Disaster Protection Act of 1973 if the property is located in an identified flood hazard area as designated by the Department of Housing and Urban Development with minimum limits equal to the aggregate of the outstanding principal balances of all mortgage loans on apartments in the project or

the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The members of the Association may by majority vote at any meeting of the Association require that the exterior glass of the project also be insured under such policy. Except as provided in paragraph K, in every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Master Lessor and Lessor and as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

1. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any apartment owner;

2. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge or control of the Board or the Master Lessor or Lessor, or because of any breach of warranty or condition or any other act or neglect by the Master Lessor or the Board, or the Lessor or any apartment owner or any other persons under any of them;

3. Provide that such policy and the coverage thereunder may not be canceled or substantially modified (whether or not requested by the Association)

except by the insurer giving at least sixty (60) days' prior written notice thereof to the Board, Master Lessor, Lessor, every first mortgagee of an apartment, and every other person in interest who shall have requested such notice of the insurer;

4. Contain a waiver by the insurer of any right of subrogation to any right of the Board, Master Lessor, Lessor or apartment owners against any of them or any other persons under them;

5. Contain a waiver by the insurer of any right of the insurer to repair, rebuild or restore the improvements of the project, if the apartment owners decide pursuant to paragraph K hereof not to repair, rebuild or restore the damaged or destroyed improvements;

6. Provide that the insurer, at the inception of the policy and on each anniversary date thereof, shall provide the Board with a written summary, in layman's terms, of the policy. This summary shall include, without limitation, a description of the type of policy, the coverage and limits thereof, the amount of the annual premium, and the renewal dates. Upon receipt of such summary from the insurer, the Board shall provide the summary to the apartment owners; and

7. Contain a standard mortgagee clause which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the project, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, Master Lessor, Lessor or apartment owners or any persons under any of them;

(c) Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

The Board on behalf of the Association at its common expense shall also effect and maintain all times comprehensive general liability insurance, covering all apartment owners with respect to the project and naming the Master Lessor and Lessor as additional insureds, in an insurance company authorized to do business in Hawaii with minimum limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury to one or more persons in any one accident or occurrence and/or for property damage, and from time to time deposit promptly with the Master Lessor and Lessor current certificates of such insurance, without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments. Any such policy of insurance shall:

(i) Provide that the same shall not be invalidated by any act or neglect of the Board, Master Lessor, Lessor or apartment owners or any persons under any of them;

(ii) Contain a waiver by the insurer of any right of subrogation to any right of the Board, Master Lessor, Lessor or apartment owners against any of them or any other persons under them.

(iii) Contain a "severability of interest" endorsement precluding the insurer from denying the claim of an apartment owner because of negligent acts of the Master Lessor, Lessor, Association or other apartment owners; and,

(iv) Provide that the policy and the coverage thereunder may not be cancelled or substantially modified (whether or not requested by the Association), except by the insurer giving at least sixty (60) days' prior written notice thereof to the Board, Master Lessor, Lessor, every first mortgagee of an apartment and every other person in interest who shall have requested such notice of the insurer;

All premiums for insurance herein required to be obtained by the Board on behalf of the Association shall be a common expense to be paid by monthly assessments thereof, and such payments shall be held in a separate escrow account of the Association and used solely for the payment of such premiums as the same become due.

The Board shall review not less frequently than annually the adequacy of its entire insurance program and shall adjust its insurance program accordingly; the Board shall then report in writing its conclusions and action taken on such review to Master Lessor, Lessor, the owner of each apartment and to the holder of any first mortgage on any apartment who shall have requested a copy of such report or copies of all such reports.

K. INSURED DAMAGE OR DESTRUCTION. Notwithstanding the provisions of paragraph J, if any part of the improvements of the project shall be damaged by an insured casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the apartments untenable, shall be reconstructed or repaired unless at a meeting of the Association of Apartment Owners, which shall be called prior to commencement of such reconstruction or repair, eighty percent (80%) or more of the apartment owners (exclusive of votes by the project's sponsor, developer or builder) vote against such reconstruction or repair, and this Declaration is terminated pursuant to the provisions of Section 514A-21(a)(1) of the Hawaii Revised Statutes.

2. Total destruction, which shall be deemed to mean destruction which does render one-half or more of the apartments untenable, shall be reconstructed or repaired unless at a meeting of the Association of Apartment Owners, which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 30 days thereafter, eighty percent (80%) or more of the apartment owners (exclusive of votes by the project's sponsor, developer or builder) vote against such reconstruction or repair. In the event the property shall not be reconstructed or repaired pursuant to such vote, the provisions of Sections 514A-21(a)(2) of the Hawaii Revised Statutes shall apply.

L. CONDEMNATION. In case at any time or times the project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of any land shall be payable to and be the sole property of the Master Lessor, and all compensation and damages for or on account of any improvements of the project shall be payable to

such bank or trust company authorized to do business in Hawaii as the Board shall designate as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approval as herein provided, unless such restoration or replacement is impractical in the circumstances. Unless such restoration or replacement is undertaken within a reasonable time after such condemnation the Association at its common expense shall remove all remains of such improvements so taken or condemned and restore the site thereof to good orderly condition and even grade.

M. UNINSURED CASUALTY. In case at any time or times any improvements of the project shall be damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be rebuilt, repaired or restored unless eighty percent (80%) or more of the apartment owners (exclusive of votes by the project's sponsor, developer or builder) vote to the contrary. Any such restoration of the common elements shall be completed diligently by the Association at its common expense and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed, according to the original plans and elevation thereof, or such other plan first approved as provided herein. Unless such restoration is undertaken within a reasonable time after such casualty, the Association at its common expense shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade.

N. ALTERATION OF PROJECT. Restoration or replacement of the project or any building or other structure thereof or construction of any additional building or other structure or structural alteration or addition thereto, different in any material respect from said condominium file plan of the project, shall be undertaken by the Association or any apartment owner only pursuant to an amendment of this Declaration, duly executed by or pursuant to a vote of at least eighty percent (80%) of the apartment owners and in accordance with complete plans and specifications therefor first approved in writing by the Master Lessor, Lessor and Board, and promptly upon completion of such restoration, replacement, construction, alteration or addition, the Association shall duly record or file of record such amendment together with a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer. Provided, however, that notwithstanding any provision in this Declaration to the contrary, any alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive use of an apartment, or of certain apartments, shall require only the written approval thereof, including the apartment owner's plans therefor, by the holder of a first lien affecting such apartment (if the lienholders require such approval), the Board, all other apartment owners thereby directly affected (as determined by said Board), and the Master Lessor and Lessor, and such alterations or additions may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of the project as so altered.

N.1. ALTERATIONS BY DISABLED OCCUPANTS. Regardless of anything to the contrary in this Declaration, the By-Laws, or the House Rules, disabled

occupants shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if the modifications are necessary to enable them to use and enjoy their apartments and/or the common elements; provided that any disabled occupant wishing to make modifications or to obtain an exemption first submits a written request to the Board, and the Board consents in writing to the request. The request must state in detail the nature of the request and the reason that the disabled occupant needs to make modifications to be granted an exemption. The Board shall not unreasonably withhold or delay its consent to the request, and any request shall be deemed to be granted if the Board does not respond in writing, within forty-five (45) days of the Board's receipt of the request. The Board may condition its consent upon the disabled occupant complying with the following conditions:

1. The disabled occupant must provide plans and specifications, including detailed plot plans, if requested, at the disabled occupant's expense;
2. The disabled occupant must agree to, if necessary, submit the plans and specifications to an engineer or other expert selected by the board for review and approval, at the disabled occupant's expense;
3. The disabled occupant must agree to, if necessary, an inspection of the proposed additions or alterations during the course of construction and/or following completion of construction, by an engineer or other expert selected by the Board at the disabled occupant's expense;
4. The disabled occupant must strictly comply with all applicable laws, ordinances, and regulations of any governmental entity; and

5. The disabled occupant must obtain any necessary building permits, at the disabled occupant's expense. (See Endnote 9)

O. MAINTENANCE RESERVE FUND. In compliance with Chapter 514A, Hawaii Revised Statutes, the Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the apartment owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may determine in its sole discretion as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements and other expenses of administration of the project, which shall be deemed conclusively to be a common expense of the project. The Board may include reserves for contingencies in such Fund, and such Fund may from time to time be increased or reduced in the discretion of the Board. The proportionate interest of each apartment owner in said Fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the condominium property regime hereby created shall be terminated or waived, said Fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new condominium property regime. (See Endnote 10)

P. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Condominium Property Act, this Declaration may be amended by vote of at least seventy-five per cent (75%) of the apartment owners, and shall be

effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association; provided, however, that any material amendment to this Declaration shall also require the prior written approval thereof by at least seventy-five percent (75%) of the institutional holders of a first mortgage on an apartment or of an apartment lease demising the same (based upon one vote for each first mortgage owned); and, further, provided, that the Master Lessor and Lessor reserve the right to amend this Declaration without the consent or joinder of the persons then owning or leasing the apartments by filling an amendment to this Declaration pursuant to the provisions of Section 514A-12, Hawaii Revised Statutes, as amended, after completion of the buildings described herein by attaching to such amendment a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built.

Q. DEFINITIONS. The terms "majority" or majority of apartment owners herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interests, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests. The term "institutional lender" or "institutional holder" used herein and in the By-Laws means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation, or insurance company, or any federal or state agency.

R. LATENT DEFECTS. Master Lessor hereby agrees to take no action which would adversely affect the rights of the Association or apartment owners with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of this condominium property regime.

IN WITNESS WHEREOF, the undersigned have executed this Restated Declaration this 14 day of MAY, 1999.

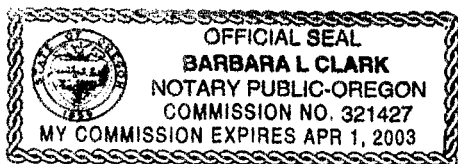
ASSOCIATION OF APARTMENT OWNERS
OF HALE MAHINA BEACH RESORT

By 
Print Name: FRANK PORCELLI JR
Its President
(Please Print)

By 
Print Name: RONALD G LARSON
Its Secretary
(Please Print)

STATE OF HAWAII)
)
COUNTY OF MAUI) ss.

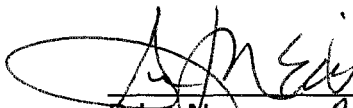
On this 20 day of April, 1999, before me
appeared FRANK PORCELLI JR, to me personally known, who,
being by me duly sworn, did say that he/~~she~~ is the President of
the ASSOCIATION OF APARTMENT OWNERS OF HALE MAHINA BEACH RESORT,
an unincorporated association, that said Association has no seal, and that said
instrument was executed on behalf of said Association by authority of its Board of
Directors and said President acknowledged that he/~~she~~ executed said
instrument as the free act and deed of the ASSOCIATION OF APARTMENT OWNERS
OF HALE MAHINA BEACH RESORT.



Barbara L. Clark
Print Name: _____
Notary Public, State of ~~Hawaii~~ Oregon
My Commission Expires: _____

STATE OF HAWAII)
)
COUNTY OF MAUI) ss.

On this 14th day of May, 1999, before me
appeared RONALD G LARSON, to me personally known, who,
being by me duly sworn, did say that he/she is the Secretary of
the ASSOCIATION OF APARTMENT OWNERS OF HALE MAHINA BEACH RESORT,
an unincorporated association, that said Association has no seal, and that said
instrument was executed on behalf of said Association by authority of its Board of
Directors and said RONALD G LARSON acknowledged that he/she executed said
instrument as the free act and deed of the ASSOCIATION OF APARTMENT OWNERS
OF HALE MAHINA BEACH RESORT.



Print Name: ANN M. ELLIS

Notary Public, State of Hawaii

My Commission Expires: 4-23-2003

LG

EXHIBIT A

PARCEL I: That certain parcel of land situate at Mahinahina, Kaanapali, Island and County of Maui, State of Hawaii, being a portion of the Ahupuaa of Mahinahina 4 and described as follows:

Beginning at a 1-1/2 inch iron pipe on the makai edge of the Honolulu-Lahaina Government Road, the same being the Southerly corner of this piece, the coordinates of which referred to Government Triangulation Station "Laina" are 23,000.5 feet North and 5,342.7 feet West, and running thence by azimuths measured clockwise from True South:

- | | | | | |
|----|------|-----|--------|---|
| 1. | 162° | 47' | 508.30 | feet along Lucy N. Furtado Lot to an iron pipe at the seashore; thence |
| 2. | 228° | 55' | 63.05 | feet along seashore to an iron pipe; thence |
| 3. | 300° | 56' | 174.56 | feet along remainder of Baldwin Packers, Ltd. property to an iron pipe on makai side of Government Road; thence |
| 4. | 357° | 54' | 71.55 | feet to an iron pipe in concrete monument on the makai side of the Honolulu-Lahaina Government Road; thence |
| 5. | 358° | 40' | 98.58 | feet along the Honolulu-Lahaina Government Road to an iron pipe; thence |
| 6. | 2° | 08' | 91.83 | feet along the same to an iron pipe; thence |
| 7. | 4° | 08' | 59.61 | feet along the same to an iron pipe; thence |
| 8. | 8° | 57' | 53.41 | feet along the same to an iron pipe; thence |
| 9. | 29° | 26' | 72.50 | feet along the same to the point of beginning, and containing an area of 1.336 acres, more or less. |

PARCEL II: That certain parcel of land situate at Mahinahina, Kaanapali, Island and County of Maui, State of Hawaii, being a portion of the Ahupuaa of Mahinahina 1, 2 and 3, and described as follows:

Beginning at a pipe on the South corner of this lot, in the middle of Gulch, the coordinates of which point referred to Triangulation Station "Kekaa" are 11,795.60 feet North and 4051.86 feet West, the azimuth and distance from a pipe on the South corner of property belonging to Rowena K. Hose being 162° 47' 157.90 feet and running by azimuths measured clockwise from true South:

1. 148° 38' 51.80 feet along Lucy N. K. Furtado to a pipe in middle of gulch;
2. 133° 20' 41.90 feet along Lucy N. K. Furtado to a pipe in middle of gulch;
3. 136° 45' 77.95 feet along Lucy N. K. Furtado to a pipe in middle of gulch;
4. 125° 12' 106.00 feet along Lucy N. K. Furtado to a pipe at seashore;
5. 221° 51' 154.07 feet along seashore to a pipe;
6. 342° 47' 244.00 feet along property belonging to Rowena K. Hose to a pipe;
7. 342° 47' 76.00 feet along same to the point of beginning, and containing an area of 20,441 square feet, more or less.

Excepting therefrom any right and/or interest of the State of Hawaii, in and to all land lying seaward of the seaward boundary line, as such boundary line is from time to time determined by law.

SUBJECT, HOWEVER, to the following:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. The location of the seaward boundary of the above described property and shoreline setbacks and prohibitions on use as affected by the law of the State of Hawaii.
3. In the event that the County of Maui, State of Hawaii and/or the Federal government or any instrumentality or agency thereof, improves the stream bed shown on the condominium map for the project in accordance with applicable law, then and in such event such authority, or instrumentality or agency thereof, shall have an easement of ingress and egress over, across and through lands of the project to and from the stream bed for the purpose of carrying out such improvement of the said stream bed and the maintenance and repair thereof; provided, however, that said easement shall not be located through or within any structures on the said land of the project and shall not be exercised in such a manner as to disturb unnecessarily the normal enjoyment and use of the said land or the improvements located thereon; and provided further, that after any such construction or repair work to the said stream bed, the said land of the project shall be restored by such authority, or instrumentality or agency thereof, to its condition existing prior to such construction or repair to the extent that such restoration is reasonably possible.

EXHIBIT "B"

1. Apartment No. C is located in Building "C".
2. Apartment Nos. A-101, A-102, A-103, A-104, A-105, A-106 and A-107 are located on the first floor of Building "A".
3. Apartment Nos. A-201, A-202, A-203, A-204, A-205, A-206 and A-207 are located on the second floor of Building "A".
4. Apartment Nos. A-301, A-302, A-303, A-304, A-305, A-306 and A-307 are located on the third floor of Building "A".
5. Apartment Nos. A-401, A-402, A-403, A-404, A-405, A-406 and A-407 are located on the fourth and loft floors of Building "A", the two floors of each of these apartments being connected by an internal stairway.
6. Apartment Nos. B-101, B-102, B-103, B-104, B-105 and B-106 are located on the first floor of Building "B".
7. Apartment Nos. B-201, B-202, B-203, B-204, B-205 and B-206 are located on the second floor of Building "B",
8. Apartment Nos. B-301, B-302, B-303, B-304, B-305 and B-306 are located on the third floor of Building "B".
9. Apartment Nos. B-401, B-402, B-403, B-404, B-405 and B-406 are located on the fourth and loft floors of Building "B", the two floors of each of these apartments being connected by an internal stairway.
10. Three (3) apartments, being Nos. A-101 A-201 and A-301, are built according to a floor plan consisting of six (6) rooms, including a living room, two (2) bedrooms, a kitchen, two (2) bathrooms and a lanai. Each of these apartments contains a floor area of approximately 1,510 square feet, including the lanai of approximately 169 square feet, and each such apartment shall have an appurtenant common interest of 2.7315%.
11. Three (3) apartments, being Nos. B-101, B-201 and B-301, are built according to a floor plan consisting of four (4) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 828 square feet, including the lanai of approximately 124 square feet, and each such apartment shall have an appurtenant common interest of 1.4978%.

12. Six (6)-apartments, being Nos. A-102, A-103, A-202, A-203, A-302, and A-303, are built according to a floor plan consisting of four (4) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 811 square feet, including the lanai of approximately, 121 square feet, and each such apartment shall have an appurtenant common interest of 1.4671%.

13. Twenty-one (21) apartments, being Nos. A-104, A-105, A-106, B-102, B-103, B-104, B-105, A-204, A-205, A-206, B-202, B-203, B-204, B-205, A-304, A-305, A-306, B-302, B-303, B-304, and B-305, are built according to a floor plan, or its mirror image, consisting of four (4) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 936 square feet, including the lanai of approximately 137 square feet, and each such apartment shall have an appurtenant common interest of 1.6929%.

14. Six (6) apartments, being Nos. B-106, A-107, B-206, A-207, B-306 and A-307, are built according to a floor plan consisting of four (4) rooms, including a living/ dining room, a bedroom, a kitchen, a bathroom and a lanai. Each of these apartments contains a floor area of approximately 956 square feet, including the lanai of approximately 140 square feet, and each such apartment shall have an appurtenant common interest of 1.7293%.

15. One (1) apartment, being No. A-401; is built according to a floor plan consisting of eight (8) rooms, including a living room, two (2) bedrooms, a kitchen, two (2) bathrooms and a lanai located on the fourth floor of Building "A", and a bedroom and a bathroom located on the loft floor of Building "A". This apartment contains a floor area of approximately 1,952 square feet, including the lanai of approximately 169 square feet, and this apartment shall have an appurtenant common interest of 3.5311%.

16. One (1) apartment, being No. B-401, is built according to a floor plan consisting of six (6) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai located on the fourth floor of Building "B", and a bedroom and a bathroom located on the loft floor of Building "B". This apartment contains a floor area of approximately 1,096 square feet, including the lanai of approximately 124 square feet, and this apartment shall have an appurtenant common interest of 1.9808%.

17. Two (2) apartments, being Nos. A-402, and A-403, are built according to a floor plan consisting of six (6) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai located on the fourth floor of Building "A", and a bedroom and a bathroom located on the loft floor of Building "A". Each of these apartments contains a floor area of approximately 1,038 square feet, including the lanai of approximately 121 square feet, and each such apartment shall have an appurtenant common interest of 1.8885%.

18. Seven (7) apartments, being Nos. A-404, A-405, A-406, B-402, B-403, B-404 and B-405, are built according to a floor plan, or its mirror image, consisting of six (6) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai located on the fourth floor of their respective buildings, and a bedroom and a bathroom located on the loft floor of their respective buildings. Each of these apartments contains a floor area of approximately 1,201 square feet, including the lanai of approximately 137 square feet, and each such apartment shall have an appurtenant common interest of 2.1707%.

19. One (1) apartment, being No. A-407 is built according to a floor plan consisting of six (6) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai located on the fourth floor of Building "A", and a bedroom and a bathroom located on the loft floor of Building "A". This apartment contains a floor area of approximately 1,262 square feet, including the lanai of approximately 140 square feet, and this apartment shall have an appurtenant common interest of 2.2888%.

20. One (1) apartment, being No. B-406, is built according to a floor plan consisting of six (6) rooms, including a living/dining room, a bedroom, a kitchen, a bathroom and a lanai located on the fourth floor of Building "B", and a bedroom and a bathroom located on the loft floor of Building "B". This apartment contains a floor area of approximately 1,260 square feet, including the lanai of approximately 140 square feet, and this apartment shall have an appurtenant common interest of 2.2791%.

21. One (1) apartment, being No. C is built according to a floor plan consisting of fourteen (14) rooms, including a studio, kitchen, two (2) bathrooms, a storage room, a utility room, a den, a carport, a porch and a lanai located on the first floor of Building "C", and three (3) bedrooms, two (2) bathrooms, a kitchen, a living/dining room, and two (2) lanais located on the second floor of Building "C". This apartment contains a floor area of approximately 3,513 square feet, including the carport of approximately 410 square feet and the lanais of approximately 885 square feet, and this apartment shall have an appurtenant common interest of 3.5311%. (See Endnote 11)

NOTE: IN ACCORDANCE WITH LOCAL PRACTICE, THE APPROXIMATE GROSS FLOOR AREA OF EACH APARTMENT AS SET FORTH ABOVE INCLUDES ALL OF THE WALLS AND PARTITIONS WITHIN ITS PERIMETER WALLS, THE ENTIRETY OF ITS PERIMETER NON-PARTY WALLS AND THE INTERIOR HALF OF ITS PERIMETER PARTY WALLS, WHETHER LOAD-BEARING OR NON-LOAD BEARING.

ENDNOTES

The following endnotes correspond to provisions in the Declaration of Horizontal Property Regime of Hale Mahina Beach Resort, as restated to conform to Chapter 514A, Hawaii Revised Statutes, and the Federal Fair Housing Act (42 U.S.C. Sections 3601 et seq.), and to integrate all amendments made to the project's declaration. This restatement was made solely for purposes of information and convenience. The restated declaration of condominium property regime correctly states without change the corresponding provisions of the original declaration, as amended, and supersedes the original declaration and all prior amendments to it. In the event of a conflict, the restated declaration shall be subordinate to the original declaration, amendments and cited statutes.

1. Note that condominium file plan no. 616, referred to in the preamble, was amended by the September 14, 1979; November 26, 1979; and February 20, 1981 amendments referred to above. Throughout this restatement, references to "horizontal" property regime and "horizontal" property act have been changed by substituting "condominium" for "horizontal" in accordance with Act 65 (SLH 1988).

2. Section A.2.(d) was amended by the Second Amendment to Declaration of Horizontal Property Regime of Hale Mahina Beach Resort, dated September 14, 1979 and recorded in Liber 14000, Page 150. Note that the original declaration omitted Section A.2.(h).

3. Sections E and F have been amended to reflect that the Bylaws are no longer attached to and recorded as part of the Declaration but are now recorded separately.

4. Section F.4. has been amended to include a reference to Paragraph N.1, which was added to conform to the requirements of the Fair Housing Amendments Act, as amended (42 U.S.C. Section 3601, et seq.) relating to alterations by disabled owners and residents.

5. Section F.6. has been amended for the same reason.

6. The first paragraph of Section H has been amended to reflect that under Section 514A-90, Hawaii Revised Statutes, mortgages are only prior to the Association's lien if the mortgages are recorded prior to the Association's lien.

7. This paragraph was added by the Certification of Amendment to Declaration of Horizontal Property Regime of Hale Mahina Beach Resort Owners of Hale Mahina Beach Resort dated August 29, 1986 and recorded in Liber 19816, Page 711.

8. Section H. has been amended by a reference to the budgeting and reserve requirements of Chapter 514A created by Section 514A-83.6, Hawaii Revised Statutes.

9. Paragraph N.1. has been added to provide a clear statement that disabled owners and residents will be permitted to make all alterations and additions to their apartment and the Project authorized by the Fair Housing Amendments Act and Chapter 515, Hawaii Revised Statutes.

10. Section P. has been amended by a reference to the budgeting and reserve requirements of Chapter 514A created by Section 514A-83.6, Hawaii Revised Statutes.

11. Paragraph 21 of Exhibit B was amended by the Second Amendment (see Endnote 2 above) to eliminate reference to an "office" in the description of apartment C.

HLU Committee

From: Rick Viebahn <rviebahn@gmail.com>
Sent: Monday, June 29, 2026 11:26 AM
To: HLU Committee; Rick Viebahn
Subject: Hlu-18 Resolution 26-110
Attachments: Bill 88.docx

You don't often get email from rviebahn@gmail.com. [Learn why this is important](#)

Please read my attachment bill 88. My property is section 3 in resolution 26-110

As a Kihei resident I strongly oppose the short-term rental bill. But need the Bill 88.

Maui County Council will consider Bill 88, proposed legislation that would create new Hotel-3 (H-3) and Hotel-4 (H-4) zones in Maui law,

I own a unit at the “Millowai “condominiums located in Maalaea. This condominium is on the Minatoya list. When it was built it was meant to be used as a vacation rental. This property is listed as a condo-hotel for property tax purposes. Zoned as A1-A2 Light industrial. Not for residential use!!!

My property is not designed for long-term residential use.

It would be very hard to rent it or even buy it.

Please read these reasons!!!!.

- 1) If a local resident wanted to buy my unit, they can't get a get a loan!!!. It must be a cash only transaction. How many residents have \$600,000 available? The building is on a land lease hold and has only 12 years left on the lease. Therefore, no banks will finance a loan. You can't even get a home equity loan on it!!!!
- 2) There are way too many rules to live in this condominium and be happy. Due to a HOA rules.
- 3) No smoking anywhere on the property including outside or anywhere on the property.
- 4) No visitors after 10 PM
- 5) No pets of any kind allowed.
- 6) No surfboard, standup boards, kayaks, canoes storage allowed anywhere on the property
- 7) No moped storage anywhere on the property
- 8) Only one car parking spot
- 9) My unit has less than 500 ft.²
- 10) No children allowed in the pool only with an adult
- 11) No swimming after 9 PM
- 12) Very strict quiet rules
- 13) Only one small closet for each unit inside the unit
- 14) Apartments are not handicap accessible
- 15) No bicycle storage parking available

- 16) No large plants on the lanai
- 17) 95% of the building is one bedroom and with a very small living room.
- 18) It's way too expensive to rent there.

My unit, a one-bedroom condominium has very large HOA fees \$2,500 a month. My insurance is \$3000 a year, my property taxes are high \$4000 a year because I don't live in it. Plus, I have Utilities such as electricity, Cable bills etc. For me to make all my payments and break even I would have to charge \$4000 rent. This is an ocean view condominium. Across the United States any property that has an ocean view on the beach is usually out of reach for local residences that have common jobs such as nursing, police officers, contractors, waiters etc. Those type of places in location- location in real estate and are never affordable to common citizens in any city unless you're rich. What local would ever want to spend that kind of money and live in those types of restrictive conditions.

If this bill goes through. I won't be able to rent my property to a local, too expensive. For me it's too small, too expensive, and too restricted for me to live in it. I would have to sell it. No local is going to buy it. Some wealthy mainlander will buy it as a vacation property. They will come here once a year. Not contributing to our local economy as tourists do. There will be no need for daily maid service, no need for painters, no need to buy new furniture, broken dishes, new towels, the list goes on. No 18% tourist fees to Maui. So much will be lost.

I honestly believe that the entire building will suffer due to lack of improvements because the new owners won't be living there. They don't want to invest any more money keeping up the property. When they're barely there. There is no need to keep it up nice for tourists to rent it

This short-term rental conversion is truly a mistake. And it's not well thought out and will hurt the county of Maui.

However, I am for converting homes in residential areas. They are not meant for vacationers. That situation could help our housing crisis.

It must be carefully examined which properties should be converted to long-term use. Again, not all these properties will be able to be used as long-term residences.

Please make some wise choices!! Maui County Council will consider Bill 88, proposed legislation that would create new Hotel-3 (H-3) and Hotel-4 (H-4) zones in Maui law,

Furthermore, my unit helps me pay for my home in Kihei. My family is in the cleaning business and will no longer get paid from me. I seriously think if this goes through, I will have to sell my house in Kihei because of income loss.

Rick Viebahn

Resident

Kihei, HI

HLU Committee

From: Justin Spanko <justin.spanko@kaanapaliroyal.com>
Sent: Monday, June 29, 2026 9:10 AM
To: HLU Committee
Subject: Support for Resolution 26-110
Attachments: Kaanapali Royal HLU 070126.pdf

You don't often get email from justin.spanko@kaanapaliroyal.com. [Learn why this is important](#)

Aloha,

I am submitting the attached written testimony in support of Resolution 26-110.

Mahalo,

Justin Spanko

General Manager

Kaanapali Royal

2560 Kekaa Drive

Lahaina, HI 96761

C: 808.283.9821

O: 808.667.7200

www.kaanapaliroyal.com

justin.spanko@kaanapaliroyal.com

RE: Resolution 26-110 – Testimony in Support of Kaanapali Royal's Inclusion

Aloha Chair and Members of the Housing and Land Use Committee,

My name is Justin Spanko, and I am the General Manager of Kaanapali Royal.

I respectfully submit this testimony in support of Resolution 26-110 as written, including the proposed rezoning of Kaanapali Royal from the A-2 Apartment District to the H-4 Hotel District.

As General Manager, I work with the property's Board of Directors, owners, governing documents, and the broader Kaanapali Resort on a daily basis. The information below is intended to provide additional background about Kaanapali Royal as the Committee considers the proposed rezoning.

Kaanapali Royal and the Kaanapali Resort

Kaanapali Royal is a 105-unit condominium located on approximately 7.125 acres within the Kaanapali Resort. As shown in Appendix A, the property is surrounded by hotels, resort condominiums, the Royal Kaanapali Golf Course, Whalers Village, restaurants, retail businesses, and other resort amenities. It has operated in this setting for more than 45 years.

The property's relationship to the resort extends beyond its location. The property's governing documents require the Association to be a member of the Kaanapali Beach Operators' Association (now the Kaanapali Operations Association), with shared responsibilities for resort improvements and facilities. These requirements have been part of the property's operation since it was established.

Appendix B, Condominium Map No. 364, identifies the property boundaries.

Resolution 26-110

Resolution 26-110 references the West Maui Community Plan's objective to "support best practices for tourism management in West Maui to protect the residents' quality of life, and the area's environment, culture, and character." An important part of achieving that objective is recognizing where visitor accommodations are most appropriately located.

The Kaanapali Resort was developed to concentrate visitor accommodations in a designated resort area, helping support Maui's visitor industry while reducing pressure on surrounding residential communities.

The proposed rezoning does not change the character or location of Kaanapali Royal. Instead, it recognizes the way the property has functioned for decades and provides zoning that is consistent with that longstanding role.

Kaanapali Royal Governing Documents

The Restatement of the Declaration of Horizontal Property Regime (Appendix C) states that the apartments may be occupied as "permanent or temporary residences or lodgings." That language has been part of the property's governing documents since it was established and remains in effect today. It also provides owners with the right to rent or lease their apartments, subject to the Declaration.

The Declaration further references "Resort Rental Units" within the Master Declaration governing the Kaanapali Beach Resort Area. Together, these documents show that visitor accommodations were part of Kaanapali Royal's original design as part of the Kaanapali Resort.

The H-4 zoning category is consistent with historical operations and planned use.

Conclusion

Kaanapali Royal has been part of the Kaanapali Resort since it was developed more than forty-five years ago. Its location within the Kaanapali Resort, its governing documents, and its ongoing relationship with the broader resort continue to reflect that original design.

For these reasons, I respectfully support Kaanapali Royal's inclusion in Resolution 26-110 and ask the Housing and Land Use Committee to recommend approval of the resolution as written.

Mahalo for your consideration.

Respectfully submitted,

Justin Spanko
General Manager
Kaanapali Royal

Appendices

Appendix A – Kaanapali Beach Resort Map

Appendix B – Condominium Map No. 364 (Property Boundaries)

Appendix C – Restatement of Declaration of Horizontal Property Regime (Recorded January 12, 1999)

Appendix A: Kaanapali Royal within the Kaanapali Beach Resort

Source: Kaanapali Beach Resort Association. Arrow added to identify Kaanapali Royal.



Appendix B – Condominium Map 364

A-1
HPK-1 E 10
 CONTROL DE KROONSTICES

Appendix C - Restatement of Declaration of Horizontal Property Regime of Kaanapali Royal

OFFICE OF THE
ASSISTANT ATTORNEY GENERAL
LAND COURT SYSTEM

THE FOLLOWING DOCUMENT WAS
FILED FOR RECORD

DOCUMENT NO. 2513169
DATE JAN 12 1999 TIME _____

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [] To:

NEELEY & ANDERSON
Attorneys at Law, A Law Partnership
Joyce Y. Neeley (3134-0)
733 Bishop Street, Suite 2301
Honolulu, Hawaii 96813 (808) 536-8177

RESTATEMENT OF DECLARATION OF HORIZONTAL PROPERTY REGIME
OF KAA NAPALI ROYAL
(Condominium Map NO. 364)

WHEREAS, Section 514A-82.2(a), Hawaii Revised Statutes, provides that associations of apartment owners may at any time restate the declaration of horizontal property regime ("declaration") of the condominium project to set forth all amendments thereof by resolution adopted by the board of directors;

WHEREAS, Section 514A-82.2(b), Hawaii Revised Statutes, provides that associations of apartment owners may at any time restate the declaration to amend the declaration as may be required in order to conform with the provisions of Chapter 514A, Hawaii Revised Statutes, or any other statute, ordinance, rule, or regulation enacted by any governmental authority, by resolution adopted by the board of directors, and the restated declaration shall be as fully effective for all purposes as if adopted by the vote or written consent of the apartment owners. Section 514A-82.2(b), Hawaii Revised Statutes, further provides that the declaration as restated pursuant to that Section shall: 1) identify each portion so restated; 2) contain a statement that those portions have been restated solely for the purposes of information and convenience; 3) identify the statute, ordinance, rule, or regulation implemented by the amendment; and 4) state that in the event of any conflict, the restated declaration shall be subordinate to the cited statute, ordinance, rule, or regulation;

WHEREAS, Section 514A-82.2(c), Hawaii Revised Statutes, provides that upon the adoption of a resolution pursuant to Section 514A-82.2(a) or (b), Hawaii Revised Statutes, the restated declaration shall set forth all of the operative provisions of the declaration, as amended, together with a statement that the restated declaration correctly sets forth, without change, the corresponding provisions of the declaration, as amended, and that the restated declaration supersedes the original declaration and all prior amendments thereto;

WHEREAS, the Board of Directors of the Association of Apartment Owners of Kaanapali Royal by adoption of a resolution on November 11, 1997, voted to record a restated version of the Declaration of Horizontal Property Regime of Kaanapali Royal which would set forth the provisions of the Declaration filed with the Assistant Registrar of the Land Court of the State of Hawaii on April 12, 1979 as Document No. 932343 and amended by instruments filed with the Assistant Registrar of the Land Court of the State of Hawaii, on June 18, 1986 as Document No. 1378941, on February 9, 1989 as Document No. 1612711, on September 1, 1994 as Document No. 2177129, and on September 1, 1994 as Document No. 2177130 and noted on the Certificates of Title as listed on Exhibit C attached hereto, and which would conform to Chapter 514A, Hawaii Revised Statutes and the Fair Housing Act, as amended.

NOW, THEREFORE, the Declaration of Horizontal Property Regime of Kaanapali Royal ("Declaration") is hereby restated as set forth below. Each Declaration provision that has been restated has been identified in the endnotes attached hereto. Said provisions have been restated solely for the purposes of information and convenience. To the extent that there is any conflict between the restated provisions of the Declaration and the statute or statutes being implemented, the provisions of the restated Declaration shall be subordinate to said statute or statutes. The restated version of the Declaration correctly sets forth, without change, the corresponding provisions of the Declaration, as amended. (Exhibit "B" to the Declaration, the By-Laws, has been separately restated and is not included in this Restatement.) This restated version of the Declaration shall supersede the original Declaration and all prior amendments thereto; provided, however, that in the event of any conflict, the restated version of the Declaration shall be subordinate to the original Declaration and all prior amendments thereto.

DECLARATION OF HORIZONTAL PROPERTY REGIME

OF

KAANAPALI ROYAL

WHEREAS, KAAANAPALI ROYAL ASSOCIATES, a Hawaii partnership, whose principal place of business and post office address is Suite 200, 923 Nuuanu Avenue, Honolulu, Hawaii (hereinafter called the "Developer"), is the legal owner of that certain parcel of real property (the "Land") hereinafter more particularly described; and

WHEREAS, Developer intends to develop the Land as a condominium project as described herein, in accordance with plans and specifications therefor filed in the Office of the Assistant Registrar of the Land Court of Hawaii as Condominium Map No. 364 (hereinafter called the "Condominium Map"), which Condominium Map is hereby incorporated herein by reference.

NOW, THEREFORE, Developer hereby submits the Land and the improvements to be constructed thereon, to the Horizontal Property Regime established by Chapter 514A, Hawaii Revised Statutes, as amended (hereinafter called the "Act"), and in furtherance thereof, makes the following declarations as to divisions, limitations, restrictions, covenants and conditions and hereby declares that the Land and said condominium project are held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved subject to the declarations, restrictions and conditions set forth herein and in the By-Laws (hereinafter called the "By-Laws"), filed herewith and made a part hereof, as the same may from time to time be amended in accordance with law, which declarations, restrictions and conditions shall constitute covenants running with the land and shall be binding on and for the benefit of the Developer, its successors and assigns, and all subsequent owners and lessees of all or any part of the Land and said condominium project, and their respective heirs, executors, administrators, successors and assigns.

1. NAME OF PROJECT. The Horizontal Property Regime established hereby shall be known as "KAANAPALI ROYAL" (hereinafter called the "Project").

2. DESCRIPTION OF LAND. The Land submitted to the Horizontal Property Regime is described in Exhibit A attached hereto and made a part hereof for all purposes.

3. DESCRIPTION OF BUILDINGS. There will be fifteen (15) attached residential buildings in the Project, containing a total of one hundred five (105) apartment units (hereinafter called "Apartments"). Said residential buildings are designated herein and on said Condominium Map as Buildings A through H, inclusive, J through N, inclusive, P and Q. Each of said residential buildings will have three stories and a mezzanine level and will contain two (2) Apartments on the ground floor, two (2) Apartments on the second floor and (3) two-level Apartments on the third and mezzanine levels.

In addition, there will be a reception building (including an apartment for use by the Managing Agent or other employee of the Association), a recreational center, a maintenance building, a tennis shelter adjacent to the tennis courts, and two (2) mechanical buildings as shown on the Condominium Map.

Each of the buildings will be principally of concrete, concrete block and wood construction, with tile and/or metal roofs, and said buildings shall also incorporate glass, steel, plastic laminate, aluminum and allied building materials.

In addition to or as part of said buildings, the Project will also contain a swimming pool, a spa, a sauna, two tennis courts, and a parking area with one hundred thirty-three (133) unassigned parking spaces.

4. DIVISION OF PROPERTY. The Project is hereby divided into the following freehold estates:

a. Apartments. Freehold estates are hereby designated in the spaces within the perimeter walls, floors and ceilings of each of the one hundred five (105) Apartments of the Project (exclusive of the apartment in the reception building which is set aside as a common element for use by the Managing Agent or other employee of the Association).

Apartment numbers have been determined and assigned to each Apartment as follows: the first capital letter of each apartment number denotes the Building in which the Apartment is located; the first numeral thereof denotes the floor on which the Apartment is located; the second numeral thereof is in each case the number "0"; and the third numeral denotes the location of the Apartment on the floor (with the numbering being from left to right as one looks from the parking area side of the Building).

Except for the end wall plans, which vary from Apartment to Apartment as hereinafter described, (i) all Apartments whose apartment numbers include the numerals 102 or 202 have a floor plan which is designated as "Ground & Second Floor Plans" on Sheet HPR-6 of the Condominium Map, (ii) all Apartments whose apartment numbers include the numerals 101 or 201 have a floor plan which is the reverse of said Ground & Second Floor Plans, (iii) all Apartments whose apartment numbers include the numerals 303 have a floor plan designated on Sheet HPR-6 of the Condominium Map as plans for the "Third Level" and "Mezzanine Level", (iv) all Apartments whose apartment numbers include the numerals 301 have a floor plan which is the reverse of the plans designated on the Condominium Map as plans for said "Third Level" and "Mezzanine Level", (v) Apartments A302, D302, E302, F302, G302, H302, K302, M302, P302 and Q302 have floor plans designated on Sheet HPR-6 of the Condominium Map as plans for the "Third Level" and "Mezzanine Level", and (vi) Apartments B302, C302, J302, L302, and N302 have floor plans which are the reverse of the plans designated on the Condominium Map as plans for said "Third Level" and "Mezzanine Level". The various Apartments have been given different end wall plans depending on the location of the Apartments in the Project. Some Apartments have end wall plans which are as shown on the

basic floor plans for the Apartment in the Condominium Map. Other Apartments in the Project have incorporated one or more modified end wall plans, which end wall plans are shown and designated on Sheet HPR-5 of the Condominium Map as Condition "a", Condition "b" (Condition "b" varies slightly depending on whether the Apartment is a Ground Floor or Second Floor Apartment or whether it is a Third Floor Apartment, as shown on Sheet HPR-5 of the Condominium Map) and Condition "c" (Condition "c" varies slightly depending on whether the Apartment is a Ground Floor or Second Floor Apartment or whether it is a Third Floor Apartment, as shown on Sheet HPR-5 of the Condominium Map).

For example, the Apartment designated as apartment number B102 with end wall plan type "b" is located on the first floor of Building B and has a floor plan similar to said Ground & Second Floor Plans, except that the end wall plan has been modified to incorporate the Ground and Second Floor Condition "b". Similarly, the Apartment designated as apartment number Q303 with end wall plan "ab" is located on the third floor of Building Q and has a floor plan similar to said plans for the Third Level and Mezzanine Level as shown on the Condominium Map, except that the end wall plan has been modified to incorporate Condition "a" and the Third Floor Condition "b". Also, the Apartment designated as apartment number J201 with no specified end wall plan is located on the second floor of Building J and has a floor plan which is the reverse of said Ground & Second Floor Plans, without any modification in the end wall plans.

The apartment number, end wall plan, approximate gross living area in square feet, approximate gross lanai area in square feet, number of rooms, and undivided percentage interest in the common elements ("common interest") of said Apartments are as follows:

<u>Apt No.</u>	<u>End Wall Plan</u>	<u>Approx. Living Area in Sq. Ft.</u>	<u>Approx. Lanai Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Interest (%)</u>
A101	ab	1534	495	10	.9524
A102	b	1534	495	10	.9524
A201	ab	1534	495	10	.9524
A202	b	1534	495	10	.9524
A301	ab	1467	380	8	.9524
A302		1467	380	8	.9524
A303	b	1467	380	8	.9524
B101	a	1534	495	10	.9524
B102	b	1534	495	10	.9524
B201	a	1534	495	10	.9524
B202	b	1534	495	10	.9524
B301	a	1467	380	8	.9524
B302		1467	380	8	.9524
B303	b	1467	380	8	.9524

<u>Apt No.</u>	<u>End Wall Plan</u>	<u>Approx. Living Area in Sq. Ft.</u>	<u>Approx. Lanai Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Interest(%)</u>
C101	a	1534	495	10	.9524
C102	a	1534	495	10	.9524
C201	a	1534	495	10	.9524
C202	a	1534	495	10	.9524
C301	a	1467	380	8	.9524
C302		1467	380	8	.9524
C303	a	1467	380	8	.9524
D101	b	1534	495	10	.9524
D102	a	1534	495	10	.9524
D201	b	1534	495	10	.9524
D202	a	1534	495	10	.9524
D301	b	1467	380	8	.9524
D302		1467	380	8	.9524
D303	a	1467	380	8	.9524
E101	b	1534	495	10	.9524
E102	ab	1534	495	10	.9524
E201	b	1534	495	10	.9524
E202	ab	1534	495	10	.9524
E301	b	1467	380	8	.9524
E302		1467	380	8	.9524
E303	ab	1467	380	8	.9524
F101	ab	1534	495	10	.9524
F102	a	1534	495	10	.9524
F201	ab	1534	495	10	.9524
F202	a	1534	495	10	.9524
F301	ab	1467	380	8	.9524
F302		1467	380	8	.9524
F303	a	1467	380	8	.9524
G101	b	1534	495	10	.9524
G102		1534	495	10	.9524
G201	b	1534	495	10	.9524
G202		1534	495	10	.9524
G301	b	1467	380	8	.9524
G302		1467	380	8	.9524
G303	b	1467	380	8	.9524

<u>Apt No.</u>	<u>End Wall Plan</u>	<u>Approx. Living Area in Sq. Ft.</u>	<u>Approx. Lanai Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Interest(%)</u>
H101		1534	495	10	.9524
H102		1534	495	10	.9524
H201		1534	495	10	.9524
H202		1534	495	10	.9524
H301		1467	380	8	.9524
H302		1467	380	8	.9524
H303		1467	380	8	.9524
J101		1534	495	10	.9524
J102	b	1534	495	10	.9524
J201		1534	495	10	.9524
J202	b	1534	495	10	.9524
J301		1467	380	8	.9524
J302		1467	380	8	.9524
J303	b	1467	380	8	.9524
K101	a	1534	495	10	.9524
K102	b	1534	495	10	.9524
K201	a	1534	495	10	.9524
K202	b	1534	495	10	.9524
K301	a	1467	380	8	.9524
K302		1467	380	8	.9524
K303	b	1467	380	8	.9524
L101	a	1534	495	10	.9524
L102	b	1534	495	10	.9524
L201	a	1534	495	10	.9524
L202	b	1534	495	10	.9524
L301	a	1467	380	8	.9524
L302		1467	380	8	.9524
L303	b	1467	380	8	.9524
M101	a	1534	495	10	.9524
M102	a	1534	495	10	.9524
M201	a	1534	495	10	.9524
M202	a	1534	495	10	.9524
M301	a	1467	380	8	.9524
M302		1467	380	8	.9524
M303	a	1467	380	8	.9524
N101	b	1534	495	10	.9524
N102	a	1534	495	10	.9524
N201	b	1534	495	10	.9524
N202	a	1534	495	10	.9524

<u>Apt No.</u>	<u>End Wall Plan</u>	<u>Approx. Living Area in Sq. Ft.</u>	<u>Approx. Lanai Area in Sq. Ft.</u>	<u>No. of Rooms</u>	<u>Common Interest(%)</u>
N301	b	1467	380	8	.9524
N302		1467	380	8	.9524
N303	a	1467	380	8	.9524
P101	ac	1534	495	10	.9524
P102	a	1534	495	10	.9524
P201	ac	1534	495	10	.9524
P202	a	1534	495	10	.9524
P301	ac	1467	380	8	.9524
P302		1467	380	8	.9524
P303	a	1467	380	8	.9524
Q101	b	1534	495	10	.9524
Q102	ab	1534	495	10	.9524
Q201	b	1534	495	10	.9524
Q202	ab	1534	495	10	.9524
Q301	b	1467	380	8	.9524
Q302		1467	380	8	.9524
Q303	ab	1467	380	8	.9524

Notwithstanding the designation of the limits of Apartments in paragraph 4a(1) hereinbelow, all living areas set forth hereinabove are computed by measuring from the outside of exterior walls and from the centerline of interior party walls and no reduction has been made to account for interior walls, ducts, vent shafts, stairways, and the like located within the perimeter walls. All lanai areas set forth hereinabove are computed by measuring from the outside of exterior walls and from the centerline of interior party walls.

(1) Limits of Apartments. The respective Apartments, each being an "Apartment" within the meaning of that term as used in the Act, consist of (a) all of the areas of spaces enclosed by walls and ceilings or roofs within the apartment boundaries as delineated by perimeter boundaries upon the Condominium Map, and (b) the lanai areas (including the ledge areas) as shown on the Condominium Map, but shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the foundations, columns, girders, beams, supports, common entries, roofs, floors and ceilings surrounding each Apartment, or any pipes, wires, conduits or other utility or service lines running through such Apartment which are utilized for or serve more than one Apartment, the same being deemed common elements as hereinafter provided. Each Apartment shall include all of the walls and partitions which are not load-bearing within its perimeter walls, any doors, windows (including window ledges), shutters or panels within its perimeter, the inner decorated or finished surfaces of all walls, floors and ceilings, and any fixtures and appliances originally

installed therein, including carpet, drapes, refrigerator, dishwasher, drop-in range, range hood, disposal, trash compactor, air conditioning air handler, water heater, and washer-dryer.

(2) Types of Apartments.

(a) Each of the thirty (30) Apartments whose apartment number include the numerals 101 or 102 is located on the ground floor and will contain three (3) lanai areas (designated on the Condominium Map as Entry Lanai, Lanai #1 and Lanai #2, respectively) and ten (10) rooms consisting of two bedrooms, two bathrooms, a living room, a kitchen, a dining room, a dressing room, a laundry room and a storage room. Each of the thirty (30) Apartments whose apartment number includes the numerals 201 or 202 is located on the second floor and will contain three (3) lanai areas (designated on the Condominium Map as Entry Lanai, Lanai #1 and Lanai #2, respectively) and ten (10) rooms consisting of two bedrooms, two bathrooms, a living room, a kitchen, a dining room, a dressing room, a laundry room and a storage room.

(b) Each of the forty-five (45) Apartments whose apartment number includes the numerals 301, 302 or 303 is a two-level unit located on the third and fourth (mezzanine) levels and will contain eight (8) rooms consisting specifically of one bedroom, one bathroom, a living room, a kitchen, a dining room and a storage room on the third level and one bedroom and one bathroom on the fourth (mezzanine) level. Each Apartment shall also contain three lanai areas (Lanai #1 and Lanai #2 on the third level and Lanai #3 on the fourth level).

(3) Access. Each Apartment has immediate access to its entries and to the corridors, walkways and stairways, if any, appurtenant to such Apartment and connecting its Building to the parking areas, roads and recreational and other common areas of the Project.

b. Common Elements. One freehold estate is hereby designated in all of the remaining portions of the Project, herein called the "common elements," including specifically, but not limited to:

(1) The Land in fee simple;

(2) All foundations, columns, girders, beams, floor slabs, supports, unfinished perimeter and load-bearing walls, roofs, stairways, walkways, corridors, ramps, fences, railings, entrances and exits of the buildings in the Project;

(3) All yards, grounds, walkways, landscaping, refuse facilities, gardens, the tennis courts and tennis shelter, the recreational center, including the swimming pool and its filtration equipment, the spa, the sauna and the restrooms, and all other recreational facilities and appurtenances;

(4) All driveways, ramps (if any), parking stalls and parking areas;

(5) All ducts, sewer lines, sewage treatment equipment and facilities, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one Apartment for services such as power, light, water, gas, air conditioning, sewer, refuse, telephone, and radio and television signal distribution;

(6) The reception building (including the apartment therein set aside for use by the Managing Agent or other employee of the Association) and appurtenances;

(7) The maintenance building and appurtenances;

(8) The mechanical buildings and their respective appurtenances; and

(9) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

c. Limited Common Elements. Certain parts of the common elements, herein called and designated "limited common elements," are hereby set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(1) The entries to each third and fourth (mezzanine) level Apartment shall be appurtenant to and for the exclusive use of the Apartments which they serve; and

(2) The stairways and landings serving each building of the Project shall be for the exclusive use of the Apartments in such building served thereby.

5. EASEMENTS. In addition to any easements herein designated in the limited common elements and the easements described in Exhibit A, the Apartments and common elements shall also have and be subject to the following easements:

a. Each Apartment shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to and egress from, utility services for and support, maintenance and repair of such Apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements are provided herein; and in all other Apartments and limited common elements of its building for support.

b. If any part of the common elements now or hereafter encroaches upon any Apartment or limited common element, or if any Apartment now or hereafter encroaches upon any other Apartment or upon any portion of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the

event any building of the Project shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common elements or of any Apartment due to construction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist.

c. Each Apartment owner shall have an easement in common with the owners of all other Apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other Apartments and serving his Apartment. Each Apartment shall be subject to an easement in favor of the owners of all other Apartments for access to any common elements located in such Apartment.

d. The Association of Apartment Owners of the Project shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter each Apartment and the limited common elements from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to any Apartments or common elements or for the installation, repair or replacement of any common elements.

e. Subject to the prior written consent of the Developer as to any such easement, the Association of Apartment Owners of the Project, through its Board of Directors, is authorized to give, convey, transfer, cancel, relocate and otherwise deal with utility and other easements on or affecting the Project, provided that the easement rights appurtenant to the Apartments are not unreasonably interfered with.

6. COMMON INTEREST. Each Apartment shall have appurtenant thereto an undivided percentage interest (herein called the "common interest") in all common elements of the Project, as set forth in paragraph 4 above, and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting.

7. ALTERATION AND TRANSFER OF INTEREST. The common interest and easements appurtenant to each Apartment shall have a permanent character, shall not be altered without the consent of all owners of Apartments affected thereby as expressed in an amendment to this Declaration duly recorded shall not be separated from the Apartment to which they appertain, and shall be deemed to be conveyed, leased or encumbered with such Apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Act.

8. PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE. The Apartments shall be occupied and used only as permanent or temporary residences or lodgings. The owners of the respective Apartments shall have the absolute right to rent or lease the same subject to the limitations, restrictions, covenants and conditions of this Declaration. The owner of an Apartment shall not use his Apartment for any purpose which will injure the reputation of the Project or suffer anything to be done or kept in his Apartment or elsewhere in the Project

which will (a) jeopardize the soundness of any building in the Project, (b) interfere with or unreasonably disturb the rights of other owners and occupants, (c) obstruct any balcony, stairway or corridor of any building, (d) increase the rate of fire and extended coverage insurance on any building or the contents thereof, or (e) reduce the value of the buildings.

An apartment owner shall not, without the prior written consent of the Board of Directors of the Association of Apartment Owners, make any structural alterations in or additions to the Apartment, make any interior alterations in or additions to the Apartment visible from the exterior of the Apartment, or make any alterations in or additions to the exterior of the Apartment or to any other portion or portions of the common elements unless otherwise provided in the By-Laws.

9. BY-LAWS. The By-Laws of the Association of Apartment Owners of the Project, attached hereto as Exhibit B, is hereby made a part of this Declaration.

10. ADMINISTRATION OF PROJECT. Administration of the Project shall be vested in its Association of Apartment Owners, herein called the "Association", comprised of all Apartment owners of the Project in accordance with the By-Laws of the Association. Operation of the Project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Act, this Declaration and the By-Laws.

11. MANAGING AGENT AND PERSON TO RECEIVE SERVICE OF PROCESS. Operation of the Project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association in accordance with the By-Laws. The Managing Agent is hereby authorized to receive service of process in all cases provided in said Act. The initial Managing Agent shall be Management Consultants of Hawaii, Inc., whose business address is 2481 Kaanapali Parkway, Lahaina, Maui, Hawaii, and whose post office address is P.O. Box 5186, Lahaina, Maui, Hawaii 96761.

12. COMPLIANCE WITH DECLARATIONS AND BY-LAWS. All Apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the Project, shall be bound by and comply strictly with the provisions of this Declaration, the By-Laws, and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time. In addition, all Apartment owners, their tenants, families, servants and guests, and any other persons who in any manner use the Project, shall be subject to and comply strictly with the provisions of that certain Declaration of Restrictions dated December 23, 1977, filed in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 853030 and noted on Certificates of Title Nos. 113347, 117131, 117423, 84106, 131205, and 206374, and also recorded in the Bureau of Conveyances of Hawaii in Liber 12641 at Page 179, as amended by instrument dated October 31/[sic] 1978, filed and noted as aforesaid as Document No. 906095 and recorded in Liber 13244 at Page 299, and as further modified by Deed dated December 1, 1978, filed as Document No. 911189

(herein called the "Master Declaration"), which Master Declaration provides, among other things, the following:

(a) Each and every proposed improvement, construction or other alteration of the Project, or any part thereof, shall require the prior written approval of Amfac, Inc., a Hawaii corporation, its successors or assigns (hereinafter referred to as "Amfac"), all in accordance with the provisions and restrictions contained in said Master Declaration.

(b) Paved access roads and water and sewage lines and related facilities have been provided and are maintained by Amfac to the boundary of the Land, but Amfac may terminate its maintenance for any of such utilities for which any governmental, quasi-governmental or private utility company or authority or agency shall either (i) take over possession, title or operation of utility lines and facilities operated by Amfac or (ii) supply utility lines and facilities accessible from or on the Land as alternatives to Amfac's utility lines and facilities. If such take over or supply shall occur, each Apartment owner shall be required to pay the prorated share attributable to his Apartment of any hook-up or initial service charges or fees assessed by such company, authority or agency with respect to such take over or supply, such prorated share to be determined by multiplying the common interest appurtenant to such Apartment by a sum which is the product of the total charges and fees so assessed for the Kaanapali Beach Resort Area (as defined in said Master Declaration) times a fraction, the numerator of which is the number of completed or uncompleted but Amfac-approved Apartments in the Project at the time of assessment of such charges or fees and the denominator of which is the total number of completed or uncompleted but Amfac-approved Resort Rental Units, other Condominium Units and other residences in the Kaanapali Beach Resort Area (as each of said terms is defined in said Master Declaration) at the time of such assessment and which are subject to such take over or supply.

(c) Each Apartment owner is required to reimburse Amfac monthly for all expenses and costs to Amfac in providing sewage service and water for the Apartment owner's use.

(d) During the Term of the Master Declaration (as defined therein), each Apartment owner is obligated to pay a pro rata share of the net cost of constructing, operating, maintaining and administering improvements and facilities constructed or operated, as of the commencement of said Term or at any time during said Term, by Amfac in said Kaanapali Beach Resort Area; provided, however, that to the extent the Apartments are not treated as Resort Rental Units (as defined in the Master Declaration), the Apartment owners shall not be so obligated with respect only to the net costs of constructing, operating, maintaining and administering motorized transportation systems such as a jitney service and recreation facilities such as the golf course (which net costs referred to in this proviso are hereafter referred to as "Resort Facilities Costs"). Without limitation, such improvements and facilities shall include roadways, sewers, transportation systems, parking areas, walkways, utility lines and facilities, recreation facilities and landscaping. The Apartment owners are also required to grant to Amfac, without cost to Amfac, any easements in the Project required for the construction,

operation and maintenance of such improvements and facilities in locations to be designated by Amfac. The net cost of constructing, operating, maintaining and administering the improvements or facilities in said Kaanapali Beach Resort Area is defined to mean all costs properly attributable to such construction, operation, maintenance and administration, including without limitation, land acquisition costs, capital debt service charges and replacement reserve accruals for improvements and facilities existing at the commencement of said Term or constructed at any time during said Term, less Amfac's receipts from the operation of such improvements or facilities. The pro rata share to be paid by each Apartment owner shall be a proportionate share of such net costs for each particular improvement or facility based upon the proportion of the total benefit or use of such facility or improvement which the Apartment owner receives as determined according to generally accepted accounting principles and agreed to by Amfac and a majority of all Operators (as said term Operators is defined in said Master Declaration) from time to time. Amfac has reserved the option to bill the Association of Apartment Owners of the Project for the pro rata shares required to be paid by the Apartment owners, and if Amfac exercises its option to bill the Association, the Association shall be liable to pay such billings. Notwithstanding the terms of the Master Declaration, Amfac has agreed in its Deed of the Land to the Developer that if Apartments in the Project are operated as "Resort Rental Units", the maximum annual charge to be levied on each Apartment for Resort Facilities Costs shall be Fifty Dollars (\$50.00) per annum from January 1, 1979 to December 31, 1983; for each five-year period thereafter during the Term of the Master Declaration the maximum annual assessment for Resort Facilities Costs per unit on the Land shall be increased to an amount equal to one hundred ten percent (110%) of the maximum annual assessment for Resort Facilities Costs during the preceding five-year period; and further, the requirement for survey for obsolescence and modernization as provided in paragraph 9(f) of the Master Declaration shall not be applicable to the Project even if the Apartments are operated as Resort Rental Units in such a manner that their operation could be construed as a "hotel" operation.

(e) The Land, all landscaping, all structural and non-structural portions of all buildings and other improvements existing thereon at any time during said Term, are required to be kept in good order, condition, maintenance and repair, including without limitation repainting the exterior of the buildings in the Project once every five (5) years or at such earlier interval as required to maintain the appearance thereof.

(f) Water use and conservation restrictions are imposed on all Apartments in the Project. Each Apartment owner is required to institute water conservation measures so as to keep the total consumption of water in the Project below 850 gallons per Apartment per day or such lesser rates as Amfac may establish during periods of drought or water shortage. If in any month during said Term, water is consumed at a rate in excess of the rate specified for such month as provided in the immediately preceding sentence, the normal monthly water charge payable by each Apartment owner for such month shall be substantially increased, as set forth in the Master Declaration.

(g) The Association is required to become a member of the Kaanapali Beach Operators' Association, and, as such member, the Association is required to comply with the

articles and by-laws of the Kaanapali Beach Operators' Association and to pay a pro rata portion of the annual budget thereof in monthly installments as provided in the articles and by-laws of the Kaanapali Beach Operators' Association.

(h) Each Apartment owner is precluded from holding or attempting to hold Amfac or Pioneer Mill Company, Limited, its successors or assigns responsible for the creation of smoke or soot or other nuisances, arising out of or in connection with sugar operations within the areas adjacent to the Kaanapali Beach Resort (as said term is defined in the Master Declaration), and each Apartment owner is required to indemnify and hold Amfac harmless from any liability or expenses, including attorneys' fees, resulting from claims by the Apartment owner or any guests or other persons using the Project arising from such nuisances.

(i) Each Apartment owner covenants that he shall assume all risks associated with the location of the Project adjacent to a golf course operated by Amfac, including but not limited to the risk of property damage or personal injury arising from stray golf balls or actions incidental to resort-related activities (including without limitation tournaments, luaus and concerts), and shall indemnify and hold harmless Amfac from any liability, claims or expenses, including attorneys' fees, arising from such property damage or personal injury. Each Apartment owner is also required to covenant that Amfac shall have the right, in the nature of an easement, to subject the Project to nuisances incidental to the maintenance, operation or use of the golf course, and to the carrying out of such resort-related activities.

(j) Each Apartment owner is required to indemnify and hold Amfac harmless from and against any and all claims and demands for loss or damage, including claims for property damage, personal injury or wrongful death, arising out of or in connection with the use or occupancy of the Project by the Apartment owner or any other person claiming by, through or under the Apartment owner, or any accidental fire on the Project, or any nuisance made or suffered thereon, or any failure of the Apartment owner to maintain the Project in a safe condition, and such Apartment owner is required to reimburse Amfac for all costs and expenses, including attorneys' fees, paid or incurred by Amfac in connection with the defense of any such claims, including but not limited to all costs of Amfac's defense to any such claim or in any such action, as well as all costs for research regarding settlement or other preventative measures which Amfac may take prior to the filing of such action or to attempt to prevent the filing of such action.

In the event of any discrepancy between a provision of the Master Declaration and this Declaration or the By-Laws, the provisions of the Master Declaration shall control. Any failure to comply with any of the provisions contained in this Declaration or in the Master Declaration shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association or, in a proper case, by any aggrieved *[sic]* Apartment owner.

The acceptance of a deed or conveyance or the entering into occupancy of any Apartment in the Project shall constitute an agreement that the provisions of the Master

Declaration, this Declaration and the accompanying By-Laws, as each may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Apartment as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof.

13. PERCENTAGE OF VOTES REQUIRED FOR REBUILDING. Where an election is permissible under the terms of the By-Laws and condominium conveyance documents, the Project shall be rebuilt, repaired or restored in the event of damage or destruction to all or part of the buildings and common elements, unless the owners of at least 75% of the interests in the common elements execute an instrument expressing their decision not to rebuilt, repair or restore.

14. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in the Act, this Declaration may be amended by a vote or written consent of the owners of 75% of the interests in the common elements effective only upon the recording of an instrument setting forth such amendment, duly executed by such owners or by the proper officers of the Association; provided, however, that at any time prior to the issuance of the Final Public Report, the Developer may amend this Declaration, the By-Laws and the Condominium Map in any manner. Notwithstanding the foregoing and notwithstanding the sale and conveyance of any of the Apartments, the Developer may amend this Declaration (including the By-Laws and, when applicable, the Condominium Map) to file the "as built" verified statement (with plans, if applicable) required by Section 514A-12 of the Act, (a) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, Apartment numbers, and dimensions of the Apartments as built, or (b) so long as any plans filed therewith involve only immaterial changes to the layout, location, Apartment numbers, or dimensions of the Apartments as built. In case of a modification or amendment to the By-Laws, this Declaration may be amended to set forth such modification or amendment pursuant to such percentage vote as is required by the By-Laws to render the modification or amendment thereof effective.¹

15. DEFINITIONS. The terms "majority" or "majority of Apartment owners" herein means the owners of Apartments to which are appurtenant more than fifty percent (50%) of the common interest, and any specified percentage of the Apartment owners means the owners of Apartments to which are appurtenant such percentage of the common interests.

16. INVALIDITY. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included therein.

17. WAIVER. No provision contained in this Declaration 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 which may occur.

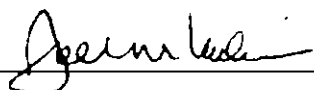
18. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

19. MAINTENANCE RESERVE FUND. As required by Chapter 514A, Hawaii Revised Statutes, the Association shall assess the Apartment Owners to fund the estimated replacement reserves and shall compute the estimated replacement reserves by a formula which is based on the estimated life and the estimated capital expenditure or major maintenance expense of each part of the property for which the Association is responsible. The estimated replacement reserves shall include:

- (1) Adjustments for revenues which will be received and expenditures which will be made before the beginning of the fiscal year to which the budget relates; and
- (2) Separate, designated reserves for each part of the property for which capital expenditures or major maintenance will exceed \$10,000. Parts of the property for which capital expenditures or major maintenance will not exceed \$10,000 may be aggregated in a single designated reserve.²

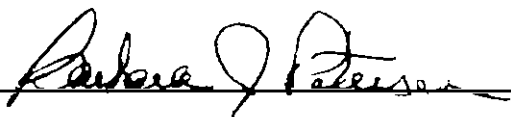
IN WITNESS WHEREOF, the parties hereto have executed these presents
this 13th day of October, 1998.

ASSOCIATION OF APARTMENT OWNERS OF
KAANAPALI ROYAL

By: 

Type Name: Joel M. Karlin

Type Title: President

By: 

Type Name: Barbara J. Petersen

Type Title: Secretary

STATE OF Colorado)
)
COUNTY OF Jefferson) SS:

On this 13th day of October, 1998, before me personally appeared Joel M. Karlin, to me personally known, who being by me duly sworn, did say that he is the President of the Board of Directors of the Association of Apartment Owners of Kaanapali Royal and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.

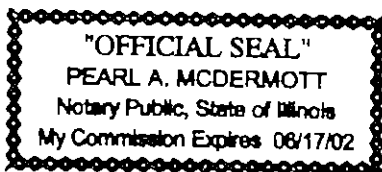
Jan Middleton
Notary Public
State of Colorado
My Commission Expires 12-26-98

Jan Middleton
Notary Public, State of Colorado

My commission expires: December 26, 1998

STATE OF Lake Illinois)
)
COUNTY OF Lake) SS:

On this 2 day of October, 1998, before me personally appeared BARBARA J. PETERSEN, to me personally known, who being by me duly sworn, did say that 20 is the _____ of the Board of Directors of the Association of Apartment Owners of Kaanapali Royal and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.



Pearl A. Mc Dermott
Notary Public, State of IL

My commission expires: 6-17-02

RESTATEMENT OF DECLARATION OF HORIZONTAL PROPERTY REGIME
OF KAA NAPALI ROYAL

ENDNOTES

The following Declaration provisions have been restated for the reasons set forth below:

1. Paragraph 14 of the Declaration has been restated to conform with Section 514A-11, Hawaii Revised Statutes.
2. A new Paragraph 19 has been added to the Declaration to conform with Section 514A-83.6, Hawaii Revised Statutes.

EXHIBIT A

All of that certain parcel of land situate at Hanakaoo and Honokowai, Kaanapali, District of Lahaina, Island and County of Maui, State of Hawaii, described as Lot 70, area 7.125 acres, as shown on Map 31, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1744.

TOGETHER WITH a perpetual but nonexclusive easement for roadway purposes for access to Honoapiilani Highway over Roadway Lots 11, 12, 13 and 14, as shown on Map 2, and Lot 23, as shown on Map 3, and Easement 73 shown on Map 31; provided that such easement shall terminate with respect to any roadway lot which may become public highways, as set forth by Land Court Orders Nos. 26883, 27504 and 51831, filed March 21, 1967, September 11, 1967 and November 29, 1978, respectively.

Being the premises described in Transfer Certificate of Title No. 206374 issued to Kaanapali Royal Associates, a Hawaii general partnership.

SUBJECT, HOWEVER, to the following:

1. The reservation of all mineral or metallic mines of every description to the Hawaiian Government; said reservation, however, being subject to that certain covenant that neither the State of Hawaii nor persons authorized by it will enter, occupy or use the said land for the exercise of the reserved mineral and mining rights for a period of 75 years from January 1, 1960, as contained in that certain instrument dated January 29, 1960 and recorded in the Bureau of Conveyances in Liber 3822 at Pages 37-40.

2. Easement "3" for utility purposes over and across the southerly portion of Lot 70, as shown on Maps 2 and 31, as set forth by Land Court Order No. 18960, filed April 27, 1961.

3. As to said Easement "3", covenants, conditions and restrictions as set forth in Deed dated December 1, 1978, filed as Document No. 911189, to-wit:

"Grantor hereby consents to Grantee's construction and placement of a building over and across a sewer line easement, being Easement "3", more fully described in encumbrance paragraph 2 of Exhibit "A"; provided that such consent to the placement of such building over Easement "3" is specifically conditioned upon Grantee's covenant and agreement, which is hereby made with Grantor, as to all of the following:

(1) Prior to the construction of such building, Grantee shall place a concrete sheath around the portion of the sewer line over which the building is to be constructed; and

(2) Grantee has represented to Grantor that such concrete sheath will protect the sewer line such that the risk of rupture of the sewer line will be negligible, provided that if the portion of the sewer line covered by the building shall malfunction or rupture for any reason, the Grantee shall, at its sole cost and expense, repair such rupture or malfunction; provided, further, that if the repair of such rupture or malfunction is practically impossible or economically infeasible, then the Grantee, at absolutely no cost to the Grantor and with a minimum of disruption to the Grantor's use of the sewer line, shall have the right to relocate the portion of the sewer line covered by the building; provided that all plans of such relocation and construction shall be subject to Grantor's approval; and

(3) Grantee's construction, operation, use, maintenance and repairs of said building or any action or omission with respect to said building or the granted premises shall not interfere with Grantor's operation or use of the sewer line; and

(4) Grantee shall, at its own expense, obtain general liability insurance for an amount and with an insurer of Grantee's choice naming Grantor as the co-insured thereunder, which shall insure Grantor against any claims made by any person for damages arising out of the existence or rupture, for any reason, of the portion of the sewer line located under the building, and the Grantor shall also require in its documentation for the condominium development project (the "Project") to be constructed on the granted premises that the association of apartment owners formed with respect to such Project shall be required to maintain similar insurance for an amount and with an insurer of the association's choice naming Grantor as co-insured thereunder with the same coverage as required by this paragraph (4); and

(5) Grantee shall indemnify and hold harmless Grantor from any injury or damage suffered by Grantor, including reasonable attorney's fees incurred by Grantor, arising out of (i) breach of any covenant set forth above, or (ii) any act or omission of Grantee with respect to or

in connection with the portion of sewer line covered by the building, or (iii) any actual rupture of the portion of the sewer line under such building, which indemnity obligation shall include any deductible portion of the insurance coverage referred to in paragraph (4) above, or any damage incurred in excess of such coverage.

The foregoing covenants shall run with the land and shall inure to the benefit and bind the successors and assigns of Grantor and Grantee respectively."

4. Restriction of access rights over and across the easterly boundary of Lot 70, as shown on Maps 2 and 31, of Application No. 1744.

5. Reservation contained in Deeds dated October 11, 1967, filed as Land Court Document No. 428919, and dated November 20, 1978, filed as Document No. 908843, made by Pioneer Mill Company, Limited, a Hawaii corporation, to Amfac, Inc., a Hawaii corporation, to-wit:

"Reserving and excepting to the Grantor, its successors and assigns forever, as appurtenant to the lands of the Grantor located in the District of Lahaina now owned and used or hereafter acquired and used by the Grantor in its sugar plantation operations, the perpetual right and easement over and upon the granted premises to discharge, emit, diffuse and inflict noise, smoke, soot, dust, lights, noxious vapors, odors and other minor nuisances of every description created by and resulting from the operations of the Grantor in burning sugar cane and bagasse, milling, generating power, trucking, hauling and all other activities incidental to the operation of a sugar plantation."

6. Easement 74 (15 feet wide) for utility purposes over and across the easterly portion of Lot 70, as shown on Map 31, as set forth by Land Court Order No. 51831, filed November 29, 1978.

7. Roadway setback line (20 feet wide) over and across the easterly portion of Lot 70, as shown on Map 31 of Land Court Application No. 1744.

8. The restrictive covenants and conditions set forth in that certain Declaration dated December 23, 1977, filed as Document No. 853030 and also recorded in Liber 12641 at Page 179, as amended by instrument dated October 31, 1978 filed as Document No. 906095 and also recorded in Liber 13244 at Page 299.

9. Covenants, conditions and restrictions as set forth in that certain deed from Amfac, Inc., a Hawaii corporation, to Kaanapali Royal Associates, a Hawaii general partnership, dated December 1, 1978, filed as Document No. 911189, to-wit:

"Grantee further covenants and agrees with Grantor that Grantee and Grantee's successors and assigns will abide by all of the obligations, covenants and restrictions set forth in the Declaration of Restrictions filed with the Land Court of the State of Hawaii as Land Court Document No. 853030, as amended by Land Court Document No. 906095, provided that:

(1) If apartment units in the Project to be constructed on the granted premises are operated as "Resort Rental Units" (as defined in the Declaration of Restrictions), the maximum annual charge to be levied on each such "apartment" (as defined in Section 514A-3(1) of the Hawaii Revised Statutes) on the granted premises for Resort Facilities Costs (as defined in paragraph 9(a)(5) of the Declaration of Restrictions) shall be Fifty Dollars (\$50.00) per annum from January 1, 1979 to December 31, 1983; for each five-year period thereafter during the term of the Declaration of Restrictions the maximum annual assessment for Resort Facilities Costs per apartment on the granted premises shall be increased to an amount equal to one hundred ten percent (110%) of the maximum annual assessment for Resort Facilities Costs during the preceding five-year period;

(2) If the apartments to be constructed on the granted premises are operated as Resort Rental Units in such a manner that their operation could be construed as a "hotel" operation, the provisions of paragraph 9(f) of the Declaration of Restrictions shall nonetheless not apply to the granted premises;

(3) Paragraph 9(g)(3)(vi) of the Declaration of Restrictions shall be deemed to be modified so far as it is applicable to the granted premises so that the number "650" in the seventh line of paragraph 9(g)(3)(vi) shall be deemed to be "850" and so that all additional numerical references to "GCD" in the balance of paragraph 9(g)(3)(vi) shall be increased by 200."

10. Mortgage and Security Agreement and Financing Statement dated December 1, 1978, by and between Kaanapali Royal Associates, a Hawaii general partnership, as Mortgagor, and Amfac Financial Corp., a Hawaii corporation, as Mortgagee, filed as Document No. 911190.

EXHIBIT C

TRANSFER CERTIFICATE OF TITLE NOS.

ASSOCIATION OF APARTMENT OWNERS OF KAA NAPALI ROYAL

Condominium Map No. 364

105 Apts.

APT. #	CTC #	APT. #	CTC #	APT. #	CTC #
A-101	504,973	F-101	329,107	L-101	418,695
A-102	385,624	F-102	355,078	L-102	329,111
A-201	465,506	F-201	329,109	L-201	468,284
A-202	343,581	F-202	329,115	L-202	335,306
A-301	329,096	F-301	329,096	L-301	342,565
A-302	329,118	F-302	387,183	L-302	468,766
A-303	329,096	F-303	426,653	L-303	378,859
B-101	502,408	G-101	362,159	M-101	329,145
B-102	499,125	G-102	390,930	M-102	329,130
B-201	329,096	G-201	329,131	M-201	380,264
B-202	385,747	G-202	329,143	M-202	329,099
B-301	396,430	G-301	396,500	M-301	329,149
B-302	329,146	G-302	430,114	M-302	329,140
B-303	484,059	G-303	329,096	M-303	461,972
C-101	518,449	H-101	329,096	N-101	409,345
C-102	344,342	H-102	329,096	N-102	329,117
C-201	329,133	H-201	489,668	N-201	351,787
C-202	329,105	H-202	330,782	N-202	446,493
C-301	329,125	H-301	335,729	N-301	346,755
C-302	335,004	H-302	443,664	N-302	437,372
C-303	469,193	H-303	329,102	N-303	504,230
D-101	329,106	J-101	329,096	P-101	343,219
D-102	329,142	J-102	329,103	P-102	331,218
D-201	436,548	J-201	329,096	P-201	329,139
D-202	436,547	J-202	387,167	P-202	338,442
D-301	329,096	J-301	470,902	P-301	452,932
D-302	329,116	J-302	329,096	P-302	477,139
D-303	431,146	J-303	499,610	P-303	329,096
E-101	366,695	K-101	354,808	Q-101	329,096
E-102	440,269	K-102	329,096	Q-102	378,921
E-201	329,144	K-201	520,988	Q-201	495,805
E-202	436,549	K-202	329,148	Q-202	329,122
E-301	359,899	K-301	329,096	Q-301	329,120
E-302	490,103	K-302	329,112	Q-302	329,096
E-303	385,739	K-303	490,143	Q-303	493,837

HLU Committee

From: Greg Sheehan <gregsheehan100@gmail.com>
Sent: Sunday, June 28, 2026 4:52 PM
To: HLU Committee
Subject: Hono Kai Resort Testimony H3

[You don't often get email from gregsheehan100@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Aloha Committee Chair and Members,

Please see attached testimony from Hono Kai regarding your deliberations on H3 zoning. Hono Kai is on your list for discussion on July 1.

Thank you for your support on this matter.

Mahalo,
Greg Sheehan
Hono Kai Board Vice President



Hono Kai

280 HAUOLI STREET, WAILUKU HI 96793



June 30, 2026

Housing and Land Use Committee
Maui County Council

RE: Resolution 26-110 – Hono Kai Resort, 280 Hauoli Street, Mā'alaea

Chair U'u-Hodgins and Members of the Housing and Land Use Committee,

On behalf of the Association of Apartment Owners of Hono Kai, mahalo for including Hono Kai Resort in Resolution 26-110. We respectfully support the proposed Community Plan Amendment and zoning change and ask the Committee to adopt the resolution.

Hono Kai was constructed in 1970 as a visitor accommodation property specifically designed for nightly rentals. For more than five decades, the property has continuously operated in that capacity and remains one of Mā'alaea's longstanding visitor accommodations.

Today, more than 90 percent of the units are used as short-term vacation rentals. The property's physical design also reflects its intended purpose. Each unit has only one parking stall and limited storage, making it impractical for long-term residential use. Hono Kai was also built with a dedicated on-site check-in office, which continues to operate today with a full-time resident manager who welcomes guests, oversees daily operations, and has access to all units to respond to emergencies and guest needs.

We appreciate the Council's recognition of Hono Kai's historic and ongoing use by including our property in this Council-initiated resolution. The proposed H-3 zoning designation appropriately reflects the manner in which Hono Kai was originally developed and has continuously operated for more than fifty years.

The Association strongly supports adoption of Resolution 26-110. Should the Committee, Planning Commission, or Council require additional documentation regarding Hono Kai's history, governing documents, or longstanding visitor accommodation use, we would be pleased to provide it.

Mahalo for your thoughtful consideration and for your service to the people of Maui.

Respectfully submitted,

Peter Cannon
President

Association of Apartment Owners of Hono Kai

Greg Sheehan
Vice President

MA'ALAEA, MAUI

Where History, Community & Aloha Meet