

HLU Committee

From: County Clerk
Sent: Monday, July 6, 2026 8:00 AM
To: HLU Committee
Subject: Fw: RE Resolutions proposed for Hotel Zoning and Exempt Properties

From: Gina Duncan <mauigina@gmail.com>
Sent: Thursday, July 2, 2026 7:20 PM
To: County Clerk <County.Clerk@mauicounty.us>
Subject: RE Resolutions proposed for Hotel Zoning and Exempt Properties

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

I have a senior citizen client who lives and owns property at Maui Sands Seaside. They are a part of Maui Sands in some respects but have separate boards when a prior board wished to separate. They are also leasehold and share parking with Maui Sands. My client has suffered greatly from loss of income over the past several years, as many have, and is currently in substantial financial hardship.

The maintenance fee is \$1,327.90, and property taxes are \$615.00. These fees and a lease fee of \$684.00 makes this complex unaffordable as a local rental or residence. Due to the expiring lease, some properties are sitting on the market at rock bottom prices of \$99,000 to \$175,000 at the time of this email. The lease is due to expire 6/30/2037 which means you can't finance to sell even if you wanted to. My client depends on the short term rental to not only pay back dues that were never waived during all the Lahaina hardships and even the short term rental doesn't pay the bills.

Please consider adding Maui Sands Seaside along with Maui Sands I

Aloha

Gina Duncan, R (PB)

Hawaii Realtors President 2026

ABR, CIPS, CRS, CRB, e-Pro, GRI, GREEN, RENE, RSPS
RB-21124



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HLU Committee

From: County Clerk
Sent: Monday, July 6, 2026 7:37 AM
To: HLU Committee
Subject: Fw: Transient Vacation Rental Notice - Time Sensitive - Puunoa Beach Estates
Attachments: PBE Letter in support of H3H4 Zoning 20260630.docx

From: Rathbun, Paula <paula.rathbun@puunoabeachestates.com>
Sent: Thursday, July 2, 2026 1:10 PM
To: County Clerk <County.Clerk@mauicounty.us>
Subject: FW: Transient Vacation Rental Notice - Time Sensitive - Puunoa Beach Estates

From Dave Sabey, the owner of 3 Units at Puunoa Beach Estates. Paula

From: Dave Sabey <DaveS@sabey.com>
Sent: Thursday, July 2, 2026 4:47 AM
To: Rose, Steven <steven.rose@coraltreeresidences.com>; Brian Kline <brian@ghipaving.com>; Tim Shannahan <shannahantim@gmail.com>; Todd Sandoval <todd@lkgnm.com>
Cc: Rathbun, Paula <paula.rathbun@puunoabeachestates.com>; Ann McCathren <AnnM@sabey.com>
Subject: RE: Transient Vacation Rental Notice - Time Sensitive - Puunoa Beach Estates

Please send to the council.

Dave Sabey

Chairman

O 206-277-5260
M 206-972-1074



Re: Strong Support for Bill 88 — Puunoa Beach Estates, 45 Kai Pali Place, Lahaina

Aloha Chair and Members of the Maui County Council,

My name is David Sabey and I and my family bought unit 102 Puunoa Beach Estates from Mr. Omori in May of 2000 and have been happy owners of unit 102 at Puunoa for over 25 years now. On behalf of myself and the rest of the owners of the AOA at Puunoa Beach Estates, located at 45 Kai Pali Place in Lahaina, we respectfully write in strong support of re-zoning Puunoa Beach Estates into the newly formed H3/H4 Zones.

First, mahalo to the Maui County Council for advancing Bill 88 through the public process and for passing the bill, which takes seriously the need to provide zoning clarity for properties that have long operated in reliance on historically permitted transient vacation rental use.

Puunoa Beach Estates is a ten-unit boutique luxury beachfront property built in the 1980s for the purpose of transient vacation rental use. Its location, design, operating structure, insurance obligations, salt-air exposure, reserve needs, and exceptionally high maintenance costs all reflect the reality that it was built and sustained as visitor accommodation.

A majority of the Puunoa Beach Estates homes operate as Transient Vacation Rental accommodations. Given the high carrying costs driven by property taxes and ongoing maintenance fees, these homes would be impossible for the average potential homeowner to afford without continued Transient Vacation Rental usage. Puunoa employs a full-time Property Manager and operates a full-time Front Desk operation which serves Owners as well as their Transient Rental Guests. Additionally, Puunoa employs full time maintenance and housekeeping staff, all of which indicates it should be zoned appropriately for Transient Vacation Rental, i.e. H3/H4.

We fully understand and respect Maui's urgent need for housing. But a fair policy must distinguish between properties that can realistically serve as housing and properties that cannot. We must also acknowledge that number of family wage jobs on Island have been severely impacted due to the fire. Puunoa Beach Estates has many family wage permanent jobs. If Puunoa Beach Estates is not included in the H3/H4 zone, our employees will be out of work. And put into a difficult situation. Puunoa Beach Estates is not an apartment building, and it is not a dormant housing resource. It is a small, purpose-built, high-cost, beachfront visitor accommodation property whose continued operation supports jobs, tax revenue, and local economic activity.

For these reasons, we respectfully urge the Maui County Council to approve rezoning Puunoa Beach Estates.

Mahalo for your service and your consideration.

Respectfully,

All Owners of the AOA at Puunoa Beach Estates
45 Kai Pali Place
Lahaina, Maui, Hawai'i

HLU Committee

From: Kendall Hamilton <kenham9@gmail.com>
Sent: Monday, July 6, 2026 7:36 AM
To: HLU Committee
Subject: ADDITIONAL TESTIMONY - Resolution 26-110 - HLU Session July 6, 2026 - [Hale Ono Loa]
Attachments: Hale Ono Loa_Additional Testimony_Bill 88 Resolution 26-110.pdf

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

Aloha,

Please see attached additional testimony on behalf of Hale Ono Loa to be considered by the HLU Committee on Monday, July 6.

Mahalo.

July 6, 2026

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

RE: Additional Testimony in Support of Resolution 26-110

FROM: Hale Ono Loa Board of Directors

Thank you for receiving and reviewing our written and oral testimony on July 1 in support of Resolution 26-110, which would refer certain properties, including Hale Ono Loa, for further review under the County's proposed hotel zoning framework. We respectfully submit this supplemental testimony to clarify the nature of Hale Ono Loa and to provide additional information regarding affordability, ongoing maintenance obligations, and the practical limitations that make the property unsuitable for conversion to long-term local housing.

As a point of correction and clarification, our oral testimony described Hale Ono Loa as a 68-unit oceanfront complex. Historical records reflect 67 privately owned units, with one additional unit owned by the Association of Apartment Owners and used as the resident manager's residence.

We also wish to clarify that Hale Ono Loa provides public ocean access. Members of the public are welcome to enter at the northern portion of the property and proceed along the Napili wing, and access the ocean from the seawall steps. Local fishermen regularly use the seawall and have described it as a suitable fishing location. This access is important to us and would remain part of the property's relationship with the surrounding community.

We understand that one of the important issues for the Committee's consideration is affordability. Based on the actual operating costs, capital obligations, insurance expenses, and physical condition of the property, Hale Ono Loa does not present a realistic or affordable long-term housing opportunity for most people. The existing financial burden on each unit owner is already substantial, and additional major repairs are anticipated.

The current monthly maintenance fee at Hale Ono Loa for a one-bedroom unit is \$1,368.42 and a two-bedroom fee is \$1,646.23

Last 12 month's Capital and Insurance Expenditures

- Elevator Modernization: \$400,000
- Fire Alarm System: \$60,000
- Lobby Renovation: \$200,000
- Beam and Plate Structural Repair: \$80,000
- Electrical subpanel repair and upgrade: \$30,000
- Railing Repair: \$15,000

- Lanai waterproofing: \$16,000
- Annual Combined Insurance Policies: \$122,310

These costs are not discretionary enhancements; they are necessary expenses associated with operating, maintaining, insuring, and preserving an aging oceanfront condominium property. For those seeking long-term housing, a monthly maintenance obligation of \$1,400, before mortgage payments, property taxes and insurance, creates a financial threshold that is inconsistent with the goal of attainable housing.

Anticipated Future Expenditures

Hale Ono Loa also faces several significant future maintenance and infrastructure projects. While final estimates are not yet available, these items are expected to require substantial additional funding and may result in future assessments or increased monthly fees.

These anticipated projects include, but are not limited to, the following:

- Roof repair and recoating, including additional drainage improvements
- Replacement of sewage and drainage pipes
- Extensive pool repairs
- Pool deck repairs
- Modernization of electrical infrastructure
- Ongoing seawall maintenance

These anticipated obligations further demonstrate that Hale Ono Loa is not positioned to serve as a meaningful source of affordable housing. Any purchaser or long-term resident would inherit not only the existing monthly fee structure, but also the financial uncertainty associated with future infrastructure repairs, coastal exposure, insurance volatility, and special assessments.

Thank you for considering this additional testimony as we continue to support Resolution 26-110.

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

HLU Committee

From: Paul Cereghini <Paul.Cereghini@bowmanandbrooke.com>
Sent: Monday, July 6, 2026 5:57 AM
To: HLU Committee
Subject: Kapalua Bay Villas Requested Resolution
Attachments: 2026-07-01; Letter to Maui County.pdf

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

All:

Please see the attached letter.

Thank you.

Paul G. Cereghini
President
Kapalua Bay Villas AOA

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Kapalua Bay Villas
500 Bay Drive
Lahaina, HI 96761
808.669.6767

July 1, 2026

The Honorable Richard T. Bissen, Jr.
Mayors.Office@co.maui.hi.us
200 S. High Street
Kalana O Maui Building
Wailuku, HI 96793

Jacky Takakura
planning@mauicounty.gov
Maui Planning Director
2200 Main Street
One Main Plaza
Suite 315
Wailuku, HI 96793

Ana Lillis
planning@mauicounty.gov
Maui Deputy Planning Director
2200 Main Street
One Main Plaza
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Wailuku, HI 96793

Alice L. Lee, Council Chair
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Shane Sinenci
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Nohelani U'u-Hodgins
nohe.uu-hodgins@mauicounty.us
200 S. High Street
Kalana O Maui Building
Wailuku, HI 96793

Dear Mayor, Council Members, and Planning Directors:

I am the president of the Kapalua Bay Villas AOA, and I am writing to request inclusion of the Kapalua Bay Villas in a resolution rezoning this property to one of the new H-3 and H-4 classifications to maintain short-term rentals which have continuously, legally, and appropriately occurred in the Kapalua Bay Villas from the time they were built nearly 50 years ago.

We understand that the Housing and Land Use Committee is considering Resolutions 26-110 and 26-111, which reclassify certain properties into the new H-3 and H-4 zones. It appears that these two Resolutions address Minatoya list and Temporary Investigative Group (TIG) list properties that operate as traditional hotels. We also understand that the Committee will address other listed properties in subsequent resolutions. We trust you will include the Kapalua Bay Villas in one of these resolutions.

The agenda for today's hearing on Resolution 26-110 stated that the Committee may consider adding properties listed on Exhibit 1 to the agenda consistent with the Resolution's purpose. The Kapalua Bay Villas are listed on Exhibit 1, however, we understand that the purpose of Resolution 26-110 may be to only cover a limited subset of West Maui properties and there will be further resolutions to cover other Exhibit 1 properties such as the Kapalua Bay Villas. Either way, we provide this correspondence for consideration now.

There appears to be general agreement that short-term vacation rentals are appropriate in the Kapalua Resort, including the Kapalua Bay Villas. The reasons for this are obvious and include: (1) Kapalua is a world-class master planned destination resort important to the Maui economy and tax base; (2) long-term Maui community planning has directed tourism to Maui's major resort areas including the Kapalua Resort; (3) there is no affordable housing in the Kapalua Bay Villas; (4) affordable workforce housing was built outside of the Resort as a condition of approval of the Kapalua Resort master plan; (5) the Kapalua Bay Villas were approved, built, and sold for uses to include short-term vacation rental; and (6) short-term vacation rental has been common and continuous in the Kapalua Bay Villas for almost 50 years. For these reasons, the Kapalua Bay Villas is listed among the properties the TIG recommended for exemption from Bill 9. Likewise, the Kapalua Bay Villas is listed in the hearing agenda Exhibit 1 of "Apartment District Properties Allowed to be Used for Short-Term Occupancy."

Furthermore, the Kapalua Bay Villas clearly fall within the criteria for county reclassification in the newly created H-3 and H-4 zones. The Kapalua Bay Villas are comprised of buildings and structures that received valid building permits and planned development approval on or before April 20, 1989. And TVR use has been legally conducted in dwelling units within these buildings before September 24, 2020, as can be confirmed by multiple sources including by real property tax classifications and payment of GET and TAT. Without any doubt, the Kapalua Bay Villas satisfies all the County requirements and is entitled to maintain its near-50-year history of short-term vacation rental use.

The Kapalua Bay Villas is a 141-unit oceanside development in the Kapalua Resort. The Kapalua Resort is a master planned destination resort established by the Maui Land & Pineapple Company in the early to middle 1970s. The Resort includes the Kapalua Bay Villas, which were built in 1977 as an integral part of the Kapalua Resort. For almost 50 years, the Kapalua Bay Villas have provided daily vacation villa lodging to Resort guests to compliment accommodations at the original Kapalua Bay Hotel (later the Montage Kapalua) and the Ritz Carlton Kapalua. Further history of the Resort is available at [Kapalua Maui Hawaii \(uli.org\)](http://KapaluaMauiHawaii.org).

The Kapalua Resort zoning was approved by the Maui County Planning Department on August 12, 1974, and became effective on October 9, 1974, as shown below:



At the time of this approval, Maui County Zoning Code section 19.12.20 expressly permitted motels in Apartment districts. Short-term transient vacation rentals fell within the “motel” definition, and therefore, such use was an expressly legal and proper use in the Kapalua Resort at the time the Kapalua Bay Villas were permitted, built, and originally sold. On April 20, 1989, Section 19.12.20 was amended to delete “motel” from the uses permitted within the A-1 and A-2 districts, but by then, short-term rentals had been well established at the Kapalua Bay Villas for over a decade. Subsequent County resolutions and actions extended that legal use up to today.

The State of Hawaii Real Estate Commission Preliminary Horizontal Property Regimes (Condominium) Public Reports dated November 14, 1975, for the Kapalua Bay Villas state that the purpose of use of these properties includes “permanent or temporary residences, lodgings, or rental.” Accordingly, the corresponding community declarations and by-laws have always expressly permitted short-term rental use.

Consistent with this expressly permitted use, units in the Kapalua Bay Villas have been commonly and continuously used over the past 49 years to include short-term resort vacation lodging. The following rate sheet from the former Kapalua Bay Hotel and Villas is just one example from the rich historical record of this use:



Kapalua Bay Hotel & Villas provides elegant low-rise hotel accommodations, Villa packages with full hotel amenities, and the outstanding service you expect from an international-class destination resort. Kapalua Bay offers 194 over-sized hotel rooms and suites, 100 spacious one and two bedroom villas, in-room dining, pool, beach activities & water sports, and 3 award-winning restaurants, with plans and packages for every traveler and budget.

Room & Car Packages

- Enjoy a Garden View hotel room with private lanai, or
- Select a spacious one-bedroom Fairway View Villa with full hotel amenities
- Drive a free mid-sized Alamo Rent A Car during your entire stay
- From \$125 per person, based on double occupancy

SEVEN NIGHT ROOM & CAR PACKAGES are available from \$800 per person, based on double occupancy.

All prices are plus tax, and do not include rental car fuel, insurance, or optional charges. Extra person charge is \$35 per night. Availability of packages limited, some restrictions apply.

Kapalua Bay Hotel and Villas 1994 Daily Rates

EFFECTIVE FROM 12/24/93 TO 12/23/94

Kapalua Bay Hotel

GUEST ROOMS

Ocean Front	\$425
Ocean View Prime	\$360
Ocean View	\$310
Garden View Prime	\$270
Garden View	\$225
Third Person	\$ 35

SUITES

Two Bedroom Suites	\$1060 - \$1260
One Bedroom Suites	\$ 760 - \$ 960
Parlor Suites	\$ 610 - \$ 710

Kapalua Bay Villas

	1 BR	2 BR
Bay Villas Ocean Front	\$385	\$485
Bay Villas Ocean View	\$325	\$425
Ridge Villas Ocean View	\$200	\$250
Golf Villas Fairway View	\$185	\$235
Additional Person	\$ 35	\$ 35

All Hotel rates quoted are for single or double occupancy. One bedroom Villa rate is for two persons; four persons maximum. Two bedroom Villa rate is for four persons; six persons maximum. Villa guests enjoy full hotel facilities and amenities. All rates include daily maid service except Ridge and Golf Villas which receive third day maid service; for daily maid service add \$50.

All rates are subject to change without notice. All rates are subject to Hawaii state excise and accommodations taxes.

CHILDREN. No additional charge for children fourteen years or younger sharing room with parent.

DEPOSIT POLICY. A three night's deposit is due within fourteen days following booking.

CANCELLATION POLICY. Full refund if cancellation is received at least fourteen days prior to arrival. For Christmas holiday (December 20 to January 1) cancellation must be received by November 1 for a refund.

Like the Kapalua Bay Villas, the Kapalua Bay Hotel was part of the original Resort guest accommodations built in the mid to late 1970s. The Kapalua Bay Hotel opened in 1977 and operated until it officially closed in 2013 to make way for its redevelopment as the Montage Kapalua Bay Resort, which may soon rebadge as a St. Regis resort property. As demonstrated above, Kapalua Bay Villa owners were able to rent their units through an agreement with the hotel, which did business as the "Kapalua Bay Hotel and Villas". Alternatively, Villa owners have rented their units through many other property management companies catering to Kapalua Resort guests over the past 49 years.

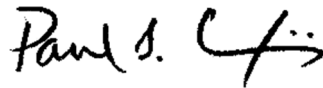
The Kapalua Bay Villas are not affordable family housing. Units in the Kapalua Bay Villas have high purchase costs, very expensive homeowners' association fees, huge maintenance expenses, significant resort-area community use restrictions (no pets, parking restrictions, noise limitations, etc.), and vacation-oriented construction and amenities. Monthly association fees and taxes range between approximately \$3,000 and \$5,000 a month. Kapalua Bay Villa property valuations can exceed \$2.5 million. Accordingly, applying Bill 9 to the Kapalua Bay Villas Resort will in no way create any affordable housing. No one has ever disputed this, which has made the Kapalua Bay Villas' inclusion on the TIG list an easy, obvious, and logical decision.

Furthermore, Maui has long recognized a public purpose of directing tourists to Maui's primary resort areas so other areas can remain more focused on local resident use. The Maui General Plan, the Community Plans, and the Maui Island Plan all work to direct short-term dwelling accommodations to the resort areas of Kapalua, Kaanapali, and Wailea. For obvious reasons, not all lodging within each resort area is a hotel or zoned as hotel. Some parcels are zoned for multifamily use, some are zoned for commercial use, and some are zoned for single family use. This mixture of resort zoning supports the public purpose of providing a range of short-term vacation accommodations in these identified geographic resort areas. Modifying that planning determination to ban short-term rentals in the Kapalua Resort would undermine this longstanding island-wide policy of consolidating tourism in Maui's primary resort areas.

Maintaining vacation rentals in the Kapalua Bay Villas is also important to protect Maui's economy and tax base by maintaining the status, value, and purpose of Maui's major world-class destination resort areas. This is acutely the case for West Maui where the Kapalua Resort is without question a major driver of the West Maui economy. Because of its visitor demographics and property valuations, the Kapalua Bay Villas provide substantial tax revenue, create many jobs, and support a broad range of local businesses, many of which exist specifically to provide goods and services to the tourism industry concentrated in the Kapalua Resort.

We thank you for your consideration and in anticipation of the County reclassifying the Kapalua Bay Villas' zoning to allow continuation of the 49-year history of short-term vacation rentals in this oceanside master planned resort community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul G. Cereghini". The signature is stylized with a large, sweeping "P" and a distinct "C".

Paul G. Cereghini
President, Kapalua Bay Villas AOA

HLU Committee

From: Kevin K <krkrafft@msn.com>
Sent: Sunday, July 5, 2026 3:25 PM
To: HLU Committee
Subject: Amendments to Bill 88

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

Dear Council,

Thank you for your work and effort on Bill 88 and the accompanying amendments and resolutions. Thank you also for including Island Sands in Ma'alaea in your resolution to be converted to H3/H4 zoning. Another property next to Island Sands, Ma'alaea Banyans, is essentially the same in its location and function meeting a number of the criteria outlined including sea rise exposure. Please consider including Ma'alaea Banyans for rezoning to H3/H4 as well.

Mahalo,

Kevin Krafft
Ma'alaea Banyans #314

HLU Committee

From: Devon Balocco <devonbalocco@gmail.com>
Sent: Sunday, July 5, 2026 3:20 PM
To: HLU Committee
Cc: Massy Cashen; krsitemgr@gmail.com; Paul Fruhauf; Lisa Brill; Pamela Schlauderaff - 5G; Bill Hunter
Subject: Written Testimony for Consideration of Board Initiated Inclusion to Rezone Koa Resort
Attachments: Testimony to Council 7-3-26.pdf

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Dear Council Members,

On behalf of the Board of Directors of Koa Resort we have attached written testimony to be considered for rezoning to H3/H4. We understand that the HLU meeting has been continued to July 6 at 11 am HST and we request your review for including Koa Resort. We look forward to your feedback and are willing to provide any additional documentation needed in this effort.

Thank you all for your time and consideration.

Devon Balocco
President-Koa Resort AOA
206-372-5502

Koa Resort Condominium Association
811 South Kihei Road, Manager Office
Kihei, Hawaii 96753

June 26, 2026

Subject: Request for Council Initiated Zoning Resolution-Inclusion of Koa Resort (811 S. Kihei Rd, Kihei) for H-3/H-4 Zone Consideration

Aloha Chair and Council Members,

On behalf of the Koa Resort Condominium Association, located at 811 South Kihei Road, Kihei, Hawaii, we respectfully submit this letter requesting the Council's consideration to revise the Resolution to include Koa Resort into the H-3 H-4 Zone designation. A previous letter was also submitted to council in October of 2025 after the Exhibit 2 document was distributed from the TIG committee and we believe Koa Resort was inadvertently missed from Exhibit 2. We received responses by council members that the TIG committee was no longer active but that we had valid points as to why our property should have been included in Exhibit 2 and were encouraged to resubmit our request for rezoning. Now that circumstances have changed and Bill 88 has passed, we request that Koa Resort be a property that is added by resolution of the council members into the H-3/H-4 zone. The following information demonstrates all qualifications are met per the TIG requirements.

Koa Resort is a low rise 5 building complex with 54-units built on 5.68 acres, constructed in 1979, zoned A-1, tax class TVR-STRH with approximately 93% of owners operating their units for short-term rentals for more than 25 years. Our Declarations and Bylaws allow them to be leased or rented to transients and we were included on the Minatoya List to legally operate as short term vacation rentals. The property has a front office and is staffed with an on-site manager, a lease with an on-site short-term rental agent, a property maintenance manager, landscaping crew, nightly security and a daily custodial vendor. All parking passes for our guests are distributed by our staff to obtain valid parking in our parking lot. The Amenities offered include: a swimming pool, spa hot tub, shuffleboard courts, tennis and pickleball courts, as well as ping-pong and foosball tables, 3 BBQ stations and 2 common use bathrooms at our Wi-Fi-enabled cabana. Our daily custodial team cleans all of the pool lounges, picnic tables, receptacles, cabana bathrooms, table and chairs, BBQ grills, courts and maintains the parking lot and walkways of the property.

Our association continues to face several ongoing challenges that make this zoning inclusion both appropriate and necessary:

1. Escalating Insurance and Maintenance Costs

As a mature complex, Koa Resort faces rapidly increasing insurance premiums and maintenance expenses. The costs associated with maintaining aging infrastructure and addressing weather-related damage continue to place a substantial financial burden on our owners and operating budgets.

- **Annual operating budget:** ≈ \$935,000
- **Annual insurance cost:** ≈ \$222,000
- **Reserve contribution:** ≈ \$179,220 (34% increase from prior year)
- **Total budget:** ≈ \$1.1 million for FY 2026–2027
- **Average monthly owner cost (maintenance + reserves):**
 - Smallest 1.4% units → ≈ **\$1,165/month**
 - Mid-range 1.8% units → ≈ **\$1,515/month**
 - Largest 2.55% units → ≈ **\$2,120/month**

2. Upcoming Special Assessment

The association also faces a significant special assessment, to be divided among the 54 owners, for unfunded capital projects not included in the reserve study:

1. Pool and bridge renovation – \$98,000
2. Termite tenting (Buildings 1–5, cabana, and office) – \$88,000
3. Staircase replacements (11 sets) – \$92,000
4. Balcony Restoration (32)-Angle Iron Frame/Joist Hanger - \$160,000

Total: ≈ \$438,000 special assessment

Payment plan: Four quarterly installments

Approximate total per unit (by PCI):

- 1.4% → **\$6,132** (\$1,533 per quarter)
- 1.8% → **\$7,972** (\$1,993 per quarter)
- 2.55% → **\$11,169** (\$2,792 per quarter)

3. Flood Zone Impacts

Koa Resort is located within a designated flood zone (map attached) and experiences recurring flooding and debris accumulation, particularly from stormwater runoff along South Kihei Road and Kulanihako'i Street.

These annual events result in extensive cleanup efforts and significant financial impacts for our association. The Kona Low Storm in March of 2026 took out power to our property for 4 days and there was no access in or out of our area for services due to the amount of mud on Kulanihako'i and S Kihei Rd. (Photographic documentation is provided for reference.)

4. Tsunami Evacuation Zone

The property is situated within a tsunami evacuation zone (map attached), underscoring the vulnerability of our location and the importance of careful consideration in future land use and zoning decisions.

5. Limited Parking Capacity & No Pet Policy

The property provides only one designated parking stall per unit, creating ongoing challenges for both residents and guests due to limited on-site parking availability. In addition, animals of any kind, including dogs and other pets, are not permitted on the property, which can further limit long-term residential use compared to other condominium complexes.

Given these factors, we respectfully believe that the inclusion of Koa Resort in the H3 and H4 Zone designation would ensure equitable treatment with comparable properties in the area.

We greatly appreciate your time, attention, and continued service to the residents of Maui County. We respectfully request the Council's favorable consideration for including Koa Resort to be moved to the H-3/H-4 zoned property along with the other properties that is council initiated to automatically qualify to be rezoned.

Thank you for your thoughtful review of this request.

Respectfully,

Devon Balocco
President of the Board
On behalf of the Koa Resort Condominium Association

811 South Kihei Road
Kihei, Hawaii 96753
krsitemgr@gmail.com





FEMA Flood Map Service Center: Search By Address

Enter an address, place, or coordinates: [?](#)

B11 S Kihei Rd, HI 96753

Search



Whether you are in a high risk zone or not, you may need [flood insurance](#) because most homeowner's insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about [steps you can take](#) to reduce flood risk damage.

Search Results—Products for MAUI COUNTY UNINCORPORATED AREAS [Show ALL Products »](#)

The flood map for the selected area is number **1500030586G**, effective on **11/4/2015**

DYNAMIC MAP



PRINT MAP
FIRMette

MAP IMAGE



DOWNLOAD
FIRM PANEL

Changes to this FIRM [?](#)

- Revisions (1)
- Amendments (6)
- Revalidations (1)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. [Go To NFHL Viewer »](#)



USDA, USGS The National Map, Orthoimagery, Data refreshed June, 2024

Powered by Esri









HLU Committee

From: malo nizam <merrill.nisam@gmail.com>
Sent: Saturday, July 4, 2026 4:43 PM
To: HLU Committee
Subject: For meeting 7/6/2026, In Support of Resolution 26-110, 26-111, Bill 88

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

To Board members,

As a part-time resident in Maui, and homeowner there since 1999, we urge you to support these Resolutions, 26-110, 26-111, to Bill 88, in designation of select short-term rentals in key areas.

Our type of Ekeolu condo shares characteristics of a hotel, rather than an apartment:

1. the condo is rented for days-few weeks, never months,
2. Condo is purely for temporary visitors, not any primary residence.
3. On-site services available, with a dedicated full time manager-agent (who lives within 2 miles of property), for linen changes, welcoming gifts, flowers, fruits, needed repairs.
4. Condo is subject to Hawaii's **Transient Accommodations Tax (TAT)** in addition to the state's general excise tax.
5. Condo provided with short-term guest items like beach supplies, toys, not like a residence apartment.

Such rentals provide an alternative for the non-wealthy Maui visitors, especially those with young children who wish hotel-like accommodations but cannot afford the luxury resorts, yet nevertheless purchase food, groceries, vacation items, that are so key to the Maui economy.

My family supports the position of the Maui Vacation Rental Association, to maintain such short term rentals, as part of the spectrum available to the community, and vacation visitors.

We have a small condo, adjacent to a golf course in Wailea, and this was purchased under the advanced understanding of maintaining as short-term rental, like a hotel, as otherwise would be beyond our finances. This serves for families visiting and in turn, helps local workers who benefit from food sales, and other items for such visitors. In addition, we pay workers to maintain that property. Such a property, on edge of golf course, is not a place suitable for long-term residents, being small, very limited parking, and with HOA restrictions too limiting for such residents.

Please join us in this support,
Merrill and Marcia Nisam
1505 Ekeolu, Wailea
Maui, HA

Merrill and Marcia Nisam

HLU Committee

From: Tracey McConnell <tmac@shaw.ca>
Sent: Saturday, July 4, 2026 1:16 PM
To: HLU Committee; Thomas M. Cook; Nohe M. Uu-Hodgins; Maui_County Council_mailbox; County Clerk
Subject: Written Testimony – Bill 9 – Hale Kai O'Kihei Unit 204 – Tracey McConnell (on behalf of Verna Cadwallader)
Attachments: 01 - Written Testimony - Tracey McConnell.pdf; Exhibit A - 2006 Purchase Documents.pdf; Exhibit B - Ownership documents (Apartment Deed & Title Insurance.pdf; Exhibit C - Hale Kai O'Kihei Historical Governing Documents.pdf; Exhibit D - Maui County Recognition of Hotel/Resort Use (2011 Condominium Use Declaration).pdf; Exhibit E - Property Assessment timeline (2006-2025).pdf; Exhibit F - Bill for An Act relating to Taxation 2015.pdf; Exhibit G - State of Hawaii Sea Level Rise Viewer.png
Importance: High

Some people who received this message don't often get email from tmac@shaw.ca. [Learn why this is important](#)

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

Please accept the attached written testimony and supporting exhibits regarding **Bill 9**.

I am submitting this testimony on behalf of my 88-year-old mother, **Verna Cadwallader**, owner of **Hale Kai O'Kihei, Unit 204 (TMK 3-9-008-003-0014)**.

The attached exhibits include official County records, State records, recorded property documents, and ownership records spanning nearly twenty years. Together, they document our family's history of ownership, our compliance with Maui County's requirements, and the reliance we placed on the legal and regulatory framework that existed when the property was purchased in 2006.

I respectfully request that my written testimony and all attached exhibits be included in the public record and considered by the Housing and Land Use Committee during its deliberations on Bill 9.

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

Respectfully submitted,

Tracey McConnell

On behalf of my mother, **Verna Cadwallader**
Owner – Hale Kai O'Kihei, Unit 204
TMK: 3-9-008-003-0014

Attachments:

- 01 – Written Testimony – Tracey McConnell
- Exhibit A – 2006 Purchase Documents
- Exhibit B – Ownership & Title Documents
- Exhibit C – Hale Kai O'Kihei Historical Governing Documents
- Exhibit D – Maui County Recognition of Hotel/Resort Use
- Exhibit E – Property Assessment & Classification History (2006–2025)
- Exhibit F – State of Hawai'i Sea Level Rise Viewer

- Exhibit G – Hawaii Senate Bill 519

WRITTEN TESTIMONY

Housing and Land Use Committee

RE: Bill 9 – Hale Kai O'Kihei, Unit 204

Submitted by Tracey McConnell on behalf of Verna Cadwallader

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

Thank you for the opportunity to submit this testimony.

My name is **Tracey McConnell**, and I am writing on behalf of my 88-year-old mother, **Verna Cadwallader**, owner of Unit 204 at Hale Kai O'Kihei in Kihei.

This testimony is accompanied by official Maui County records, State records, and recorded property documents spanning nearly twenty years. I respectfully submit these exhibits to assist the Committee in understanding the history of our property and the reliance my family placed on the legal and regulatory framework that existed when it was purchased.

Our Family's Story

My late stepfather, Harold Cadwallader, and my mother purchased Hale Kai O'Kihei Unit 204 in **2006**.

Like many families, they made one of the largest financial investments of their lives based upon the laws, regulations, and County policies that existed at that time.

This condominium has never been simply a financial investment to our family.

It has been part of my parents' retirement planning, their financial security, and a place where our family has built memories for nearly twenty years.

After my stepfather passed away, I assumed responsibility for helping my elderly mother manage the property. Today, the rental income helps support her retirement and allows her to continue owning a property that has been part of our family's life for almost two decades.

We Purchased and Operated in Good Faith

From the day my parents purchased this condominium, our family has worked to comply with Maui County's requirements.

Our 2006 purchase documents contemplated rental-related matters, including vacation rental reservations and rental management provisions.

Over the years, whenever Maui County required additional reporting or changed its administrative requirements, our family complied.

In 2011, when Maui County required condominium owners to complete a Condominium Use Declaration identifying the property's actual use, my late stepfather completed the required declaration identifying our unit as **Hotel/Resort**, consistent with the County's form and definitions at that time.

Our family did not attempt to avoid County oversight.

We completed the forms.

We paid the taxes.

We complied with the requirements that were in place.

The County's Own Records Tell the Story

One of the most significant exhibits attached to this testimony is the County's own assessment history.

Over nearly twenty years, Maui County has classified this same property under several different assessment classifications, including:

- Homeowner
- Apartment
- Hotel/Resort
- Short Term Rental
- TVR-STRH (Transient Vacation Rental – Short-Term Rental Home)

These records demonstrate that the County's classifications and terminology evolved over time.

Throughout those changes, our family continued to comply with the applicable County requirements.

We did not create these classifications.

They were assigned by Maui County.

Our family simply complied with them.

Hale Kai O'Kihei Has a Long History

The attached governing documents establish that Hale Kai O'Kihei has existed under its condominium declarations since the late 1960s.

Our purchase documents, deed, title insurance policy, and other ownership records establish our family's ownership beginning in 2006.

We purchased into a long-established property operating under a legal framework that had existed for decades.

Our reliance on that framework was entirely reasonable.

Sea Level Rise

I recognize that sea level rise is an important issue for Maui's future.

For that reason, I have attached the State of Hawai'i Sea Level Rise Viewer for our property.

Based on the State's 3.2-foot Sea Level Rise Exposure Area map, the property appears to continue to have roadway access and does not appear to become isolated under that scenario.

I respectfully ask the Committee to evaluate each property based upon the best available evidence and its individual circumstances.

Fairness Matters

My parents did not purchase this property after these issues became the subject of public debate.

They purchased it in **2006**.

They relied upon the laws that existed.

They relied upon the County's regulatory framework.

They paid the taxes Maui County assessed.

They completed the forms Maui County required.

They adapted as Maui County's classifications and reporting requirements evolved over nearly twenty years.

My parents did not ask Maui County to change the rules when they purchased this property.

They simply asked for the opportunity to live by them.

After nearly twenty years of complying with those rules, I respectfully ask that Maui County recognize the reliance interests of families like ours before fundamentally changing the permitted use of long-established visitor accommodation properties.

Our Respectful Request

I recognize and appreciate the Committee's difficult responsibility to balance housing needs, environmental concerns, and the long-term future of Maui.

I respectfully ask that, in making these decisions, the Committee also consider families who purchased their properties decades ago in reliance upon the legal framework that existed at the time.

Our family has acted openly, responsibly, and in good faith.

The attached exhibits document nearly twenty years of County records, purchase documents, ownership records, and property assessments that reflect that history.

I respectfully request that the Committee carefully consider the unique history of long-established visitor accommodation properties such as Hale Kai O'Kihei and avoid retroactive changes that would significantly impact owners who relied upon decades of County regulation.

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

Respectfully submitted,

Tracey McConnell

On behalf of my mother, Verna Cadwallader

Owner, Hale Kai O'Kihei Unit 204

DEPOSIT RECEIPT OFFER AND ACCEPTANCE (DROA)
HAWAII ASSOCIATION OF REALTORS® STANDARD FORM



No Broker who hereby certifies that this is a true imprint of the HAR Standard Form.
Principal Broker / Broker in Charge
Date: _____ Property Reference: 2-3-9-008-003-0014-000 TMK / Address 1310 Uluniu Rd. Kihei Hi. 96753
This is more than a receipt for money. It is a legally binding contract. Read it carefully. Handwritten or typed provisions herein shall supersede any provisions if there is a conflict. FILL IN ALL BLANKS. WRITE "NA" IF NOT APPLICABLE. ITEMS WITH CHECK-OFF BOXES ARE OPTIONAL. ALL OTHERS ARE STANDARD PROVISIONS.

SECTION A: ADDENDA AND AGENCY DISCLOSURE

ADDENDA: The following addenda, if checked, are attached to and made a part of this DROA.

- ☐ Purchase Money Mortgage Addendum ☐ FHA Addendum/Real Estate Certification ☐ Agreement to Occupy Prior to Close of Escrow
☐ Agreement of Sale Addendum ☐ Plain Language Addendum ☐ Standard Oceanfront Property Addendum
☐ VA Addendum ☐ Rental Agreement ☐ Residential Leasehold Property Addendum
(required if property is Leasehold)
☐ Other _____
☐ Other _____
☐ Other _____
☐ Other _____
☐ Other _____

AGENCY DISCLOSURE: Buyer is represented by Self and
all its salespeople. The company _____ a member of the NATIONAL ASSOCIATION OF REALTORS® which subscribes to a strict Code
of Ethics. Seller is represented by Self and
all its salespeople. The company _____ a member of the NATIONAL ASSOCIATION OF REALTORS® which subscribes to a strict Code
of Ethics. Oral or written disclosure relating to agency was provided before the signing of this Offer.

(Buyer's Initials) _____ (Seller's Initials)

SECTION B: DEPOSIT RECEIPT

Received from Harold & Verna F. Cadwallader, the "Buyer," the sum of \$ 10,000.00
in form of Check as an initial deposit on account of this
Receipt is acknowledged by _____ (signature of Broker or Salesperson)
Telephone numbers are: (Bus.) _____ (Res.) _____ (Fax) _____
Name and address Title Guaranty Escrow Services, Inc.

1. The initial deposit check remains uncashed and it will be retained by the Broker assisting Buyer and will be deposited with Escrow or in a trust
account by the next business day after the Acceptance Date.
INTEREST ON DEPOSIT FUNDS (Choose B-2 Or B-3)
2. Buyer to Earn Interest. The parties instruct Escrow to place Buyer's deposit(s) into an interest-bearing account with an interest to be credited to
Buyer at closing. Buyer will pay any processing fee required by Escrow and all costs of setting up, maintaining and closing the account. Buyer
understands that such fees and costs may exceed the interest earned.
3. Buyer not to Earn Interest. Buyer hereby waives the right to place Buyer's deposits in an interest-bearing account. Buyer understands any interest
earned on such deposits shall belong to Escrow.

SECTION C: OFFER

TO BUY. Buyer offers to buy the Property described below on the terms and conditions contained herein, acknowledges receipt of a copy of the Offer, and
at this Offer shall be binding on Buyer if accepted by Seller before Jan. 10, 2006, 12:00 PM/PM.

Purchase price for the Property is \$ 423,000.00 U.S. Dollars, which shall be paid as follows:
\$10,000.00 Initial deposit in cash from Section B above.
\$ _____ Additional cash deposit, if any, paid into Escrow on or before _____
\$ 413,000.00 Balance of down payment (or balance of purchase price, if all cash) paid into Escrow before closing.
423,000.00 TOTAL CASH FUNDS FROM BUYER (exclusive of closing costs).

By way of _____

423,000.00 TOTAL PURCHASE PRICE

PROPERTY

Property Description: Tax Map Key: Division 2 / Zone 3 / Sec. 9 / Plat 008 / Parcel 003 / CPR0014 (if applicable).000
All of that Fee Simple Property situated at: 1310 Uluniu Rd. Kihei, Hi. 96753
leasehold/fee simple

Hawaii, described as follows: Hale Kai O'Kihei condominium Unit #204

Revision
1072
5/97

January 10, 2006 UC
BUYER'S INITIALS & DATE

Page 1 of 7

13K 01/10/06
SELLER'S INITIALS & DATE



EQUAL HOUSING
OPPORTUNITY

✓ Sale Includes: All built-in furniture, attached existing fixtures, built-in appliances, water heater, electrical and/or gas and plumbing fixtures, attached carpeting, and the following items if checked: Chandelier (); Range (X); Refrigerator (X); Microwave (); Disposal (X); Dishwasher (); Washer (X); Dryer (X); Air Conditioner (X); Solar Heating System (); TV Antenna (); TV Cable Outlet (X); Ceiling Fan (X); Pool Equipment (); Existing Window Coverings (X); Existing Furnishing as per attached Inventory (X); Smoke Detectors (X); and _____

C-4 Specifically Excluded: _____

CLOSING

C-5 For purposes of this DROA, closing shall be the date when all appropriate conveyance documents are recorded. Buyer and Seller agree to promptly execute appropriate or customary documents when requested by Escrow to do so.

C-6 The "Scheduled Closing Date" shall be on or before Feb. 1, 2006

Any Change to the Scheduled Closing Date Shall Be Handled as Follows:
(Choose C-7 OR C-8)

C-7 Extensions. There is no automatic right to extend. If, for reasons beyond a Buyer's or Seller's control, a party cannot perform the obligation to close by the Scheduled Closing Date, then such party may extend the Scheduled Closing Date up to _____ days by delivery of written notice to Escrow and the other party to this DROA prior to the Scheduled Closing Date. Thereafter, time shall be of the essence and if a party fails to perform by the extended Scheduled Closing Date, such party shall be considered in default and the Default Provision shall apply. The extended Scheduled Closing Date may not be further extended unless both Buyer and Seller so agree in writing. This provision relates only to the extension of the Scheduled Closing Date.

C-8 Time is of the essence and the Scheduled Closing Date may not be extended unless both Buyer and Seller so agree in writing.

C-9 Escrow. This transaction shall be escrowed by Title Guaranty Escrow Services, Inc ("Escrow").

C-10 Prorations and Closing Adjustments. At closing, Escrow shall prorate the following, if applicable, as of the date of closing: real property tax, lease rents, interest on assumed obligations, mortgage and other insurance premiums, maintenance fees, tenant rents, and _____. When applicable, Escrow shall charge to Seller and credit to Buyer the amount of any tenant's security deposit.

C-11 Closing Costs. The following are customary closing costs and are not intended to be an all-inclusive list. Escrow may charge the appropriate party other closing costs as directed by the parties.

Charge to Buyer, if applicable:

40% of the premium for standard coverage title insurance and any additional costs relating to the issuance of extended coverage policy (including a lender's policy)
Cost of drafting of agreement of sale or mortgage and note
Cost of obtaining Buyer's consents
Buyer's notary fees
All recording fees except documents to clear Seller's title
50% of Escrow's fees
Condominium ownership transfer fees
FHA or VA discount points and any mortgage fees
Hawaii Hurricane Relief Fund (special mortgage recording fee)

Charge to Seller, if applicable:

60% of the premium for standard coverage title insurance
Cost of drafting of conveyance documents and bills of sale
Cost of obtaining Seller's consents
Seller's notary fees
Conveyance tax
50% of Escrow's fees
Cost of required staking or survey
FHA or VA discount points, and other applicable charges
Recording fees to clear Seller's Title
FIRPTA (Federal withholding tax)
HARPTA (State withholding tax)

ASSESSMENTS

For purposes of Paragraphs C-12, C-13, and C-14, an assessment is defined as any obligation for payment made against the Property which has been duly AUTHORIZED by a homeowners' association, a governmental entity, or any other organization or entity which may do so. Assessments, if any, shall be charged as follows:

C-12 Any lump sum assessments against the Property authorized as of the Acceptance Date shall be () paid by Seller or () assumed by Buyer. (Exceptions, if any: _____)

C-13 Any assessments against the Property authorized as of the Acceptance Date which are being paid in installments shall be () paid in full by Seller or () pro-rated by Escrow as of the date of closing. (Exceptions, if any: _____)

C-14 If a new assessment is authorized against the Property between the Acceptance Date and the Scheduled Closing Date, such assessment shall be paid as Buyer and Seller shall agree, and if Buyer and Seller cannot reach an agreement within five (5) days of both parties being aware of the new assessment, either party may terminate this DROA and the Termination Provision shall apply.

OTHER CLOSING MATTERS

C-15 Risk of Loss and Insurance. Risk of loss and responsibility for insurance coverage passes to Buyer upon closing or possession, whichever occurs earlier.

C-16 Consents. The obligations of Buyer or Seller hereunder may be conditioned upon obtaining consents of vendors, existing mortgagees, lessors and/or condominium, co-op or other such associations. Buyer or Seller agree to cooperate and take all reasonable action to obtain such consents.

C-17 Possession. Seller agrees to give Buyer possession at closing or _____

C-18 Keys to the Property. Seller, at Seller's sole cost and expense, shall provide Buyer at closing with all existing (but at least one set of) entry, interior, mail box, pool keys, security, parking area keys, and any garage door openers. Buyer shall pay all deposits which may be required for any of these items. Unless Buyer and Seller agree otherwise, all keys and garage door opener controls will be released to Buyer only after Escrow has verbally notified Seller or Seller's Broker that the closing has occurred.

C-19 Tenancy and Vesting. Title shall vest in Buyer(s) as follows: (insert full legal name(s) and marital status for title documents)

Tenancy: _____

☐ Tenancy to be determined. If Buyer has not yet determined the vesting and/or tenancy, Buyer shall provide Escrow in writing with the selected names and tenancy within fifteen (15) days after the Acceptance Date.

CONTINGENCY PROCEDURES AND TERMINATION PROVISIONS

C-20 Contingencies. Buyer's obligation to buy and Seller's obligation to sell the Property may be subject in this DROA to satisfaction of one or more conditions (each called a "Contingency"). As used in this DROA, the term "Benefited Party" shall mean (a) Buyer, as to each Contingency which must be satisfied before Buyer is required to close on the purchase of the Property from Seller; and (b) Seller, as to each Contingency which must be satisfied before Seller is required to close on the sale of the Property to Buyer.

If a Contingency is not satisfied within the specified time period for meeting such Contingency ("Contingency Period"), the Benefited Party may elect (a) to terminate this DROA and Paragraph C-21 ("Termination Provision") shall apply; or (b) to waive the Contingency. If the Benefited Party wishes to terminate this DROA because a Contingency for that party's benefit has not been satisfied, the Benefited Party must deliver to Escrow a written notice

terminating this DROA prior to the expiration of the Contingency Period or such other termination period which may be set forth in a specific contingency in this DROA. If the Benefited Party fails to deliver the written notice to Escrow within such time period, the Contingency shall be deemed to be waived. Each party understands the requirement to act upon each Contingency according to the strict deadlines described herein.

- C-21 **Termination Provision.** If a Benefited Party elects to terminate this DROA because a Contingency has not been satisfied then: (a) Buyer or Seller shall promptly execute all cancellation documents requested by Escrow; and (b) Escrow shall return to Buyer all deposits previously made, less the amount of any escrow expenses or fees chargeable to Buyer. Thereafter, neither Buyer nor Seller shall have any further rights or obligations under this DROA. This Provision is subject to the special provisions for Financing Contingencies set forth in Paragraphs C-24 to C-27. Any termination shall be in writing and delivered to Escrow to be effective.

CONTINGENCY FOR CASH FUNDS

(Choose C-22 OR C-23)

- ☒ C-22 **No Contingency for Obtaining "Cash Funds."** Buyer represents that there are no contingencies to Buyer's obtaining the cash portions of the purchase price and closing costs to buy the Property (collectively the "Cash Funds"). Buyer shall neither delay nor extend the Scheduled Closing Date to obtain the Cash Funds.
- ☐ C-23 **Contingency on Obtaining "Cash Funds."** Buyer's obligation to buy the Property is subject to the following contingencies to Buyer obtaining the Cash Funds: _____

FINANCING CONTINGENCIES

(Choose all that apply)

- ☒ C-24 **Financing Contingency.** Buyer's obligation to buy the Property is subject to Buyer obtaining final written approval for the loan described in this DROA ("Mortgage Loan"). If Buyer does not obtain final written loan approval in the time specified, Buyer may terminate this DROA and the Termination Provision shall apply. Buyer may increase the amount of Buyer's Cash Funds and thereby reduce the amount of Buyer's Mortgage Loan or waive this Financing Contingency and purchase the Property on an all cash basis. If Buyer elects either of these two options, Buyer shall promptly give written notice of such election to Escrow and to Seller, together with evidence of Buyer's ability to do so.
- ☐ C-25 **Buyer's Agreements Relating to Buyer's Mortgage Loan.** Seller's obligation to sell the Property is subject to: (a) Buyer making Buyer's best efforts to obtain the Mortgage Loan, which efforts shall include such things as submitting a complete loan application package (including the payment of fees for credit report, appraisal, and applying for such insurances as may be required) within _____ days after the Acceptance Date; (b) Buyer's delivery to Seller of a loan pre-qualification letter from the Lender by _____ days after the Acceptance Date. Such loan pre-qualification letter shall state that it is subject to verification of loan application items, the credit report, and the Property appraisal; and (c) Buyer's delivery to Seller of the final written loan approval by _____ (Date). Final loan approval shall state that Buyer is qualified for and Lender can make the loan. Buyer hereby authorizes Seller and Seller's Broker to contact Buyer's lender and Escrow regarding the status of Buyer's loan application.
- ☐ C-26 **Contingency on Assumption of Seller's Existing Mortgage(s).** Buyer's obligation to buy the Property is subject to Buyer's assumption of Seller's existing loan(s) ("Seller's Mortgage") on the terms described in Paragraph C-1 of this DROA. Buyer shall make application to assume Seller's Mortgage within _____ days after the Acceptance Date and shall provide evidence of approval for the assumption no later than _____ days after the Acceptance Date. Buyer understands Seller does not warrant the assumability, the terms and conditions of Seller's Mortgage or the assumption terms. If the terms to assume Seller's Mortgage materially differ from those set forth in this DROA, then Buyer may either elect to terminate this DROA or to assume Seller's Mortgage on such terms. Buyer shall reimburse Seller at closing for Seller's existing reserve account balances. If a Lender does not release Seller from liability under Seller's Mortgage, Seller may elect to terminate this DROA and the Termination Provision shall apply.
- C-27 **Seller's Right to Terminate DROA on Financing Contingencies.** Seller's obligation to sell the Property is contingent upon Buyer meeting each of the deadlines set forth in Paragraphs C-25 and C-26 or other financing deadlines set forth in this DROA. If any such Contingency is not met by the end of the Contingency Period, Seller may elect to terminate this DROA **WITHIN FIVE (5) DAYS AFTER THE END OF THE CONTINGENCY PERIOD** and the Termination Provision will apply. However, this right of Seller to terminate shall no longer apply if Buyer has elected to proceed on an all cash basis pursuant to Paragraph C-24 and Buyer has indicated in writing an intention to proceed and has provided Seller with reasonable assurance of Buyer's ability to do so.

IF THROUGH NO FAULT OF BUYER, Buyer is unable to deliver to Seller the final written loan approval by the end of the Contingency Period as stated in Paragraph C-25(c), or Buyer is unable to provide evidence of approval for the assumption of Seller's Mortgage by the end of the Contingency Period as stated in Paragraph C-26, then the deadline period shall be extended for a reasonable period of time but not for more than _____ days. If Buyer is unable to deliver to Seller the final written loan approval by the end of the extended period or Buyer is unable to provide evidence of approval for the assumption of Seller's Mortgage by the end of the extended period, Seller may elect to terminate this DROA and the Termination Provision shall apply. In no event shall the original Scheduled Closing Date stated in Paragraph C-6 be extended unless agreed upon in writing by all parties involved.

DEFAULT PROVISIONS

- C-28 In the event Buyer fails to perform Buyer's obligations under this DROA (Seller not being in default), Seller may (a) bring an action for damages for breach of contract (b) retain the initial deposit and all additional deposits provided for herein as liquidated damages, and (c) Buyer shall be responsible for any costs incurred in accordance with this DROA.
- C-29 In the event Seller fails to perform Seller's obligations under this DROA (Buyer not being in default), Buyer may (a) bring an action for damages for breach of contract, (b) seek specific performance of this DROA, and (c) Seller shall be responsible for any costs incurred in accordance with this DROA.
- C-30 The foregoing shall not exclude any other remedies available under this DROA to either Seller or Buyer on account of the other party's default.
- C-31 In the event of default by a party and/or a legal action or arbitration (including a claim by a Broker for commission), the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees. All expenses incurred by Escrow shall be deducted from any deposited funds prior to any disbursement to the prevailing party.

MEDIATION AND ARBITRATION

- C-32 **Mediation.** If any dispute or claim arises out of this DROA during this transaction or at any time after closing, between Buyer and Seller, or between Buyer and/or Seller and a Broker or the Broker's sales agents assisting in this transaction, and the parties to such dispute or claim are unable to resolve the dispute, Buyer and Seller agree in good faith to attempt to settle such dispute or claim by non-binding mediation conducted under the Commercial Mediation Rules of the American Arbitration Association. This paragraph shall not apply to any complaint of unethical conduct against a Broker or the Broker's sales agents who are obligated to comply with the Code of Ethics of the National Association of REALTORS®. Such complaints must be brought before the Local Board of REALTORS®, of which the Broker or sales agent is a member.
- ☐ C-33 **Arbitration.** If any dispute or claim arises out of this DROA during this transaction or at any time after closing between Buyer and Seller, or between Buyer and/or Seller and a Broker or the Broker's sales agents assisting in this transaction, and the parties to such dispute or claim are unable to resolve the dispute through mediation as stated in Paragraph C-32, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator acting under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorney's fees and costs to the prevailing party.
- In the event of an unresolved dispute or claim, we elect arbitration and waive our right to litigation. (Initial below.)

_____/_____
Buyer(s)

_____/_____
Seller(s)

Third Party Claims. It is understood that if such dispute or claim is made by or against either party, such dispute or claim, then Buyer and Seller shall not be required to mediate or arbitrate such dispute or claim.

TITLE

Preliminary Title Report. Escrow is instructed to promptly order a Preliminary Title Report on the Property for delivery by Seller to Buyer.

C-35 **Title.** Seller agrees, subject to Paragraph C-36 if selected, to convey the Property with warranties vesting marketable title in Buyer, free and clear of all liens and encumbrances EXCEPT: (a) easements, covenants, conditions, reservations or restrictions now of record **WHICH DO NOT MATERIALLY AFFECT THE VALUE OF THE PROPERTY** and (b) _____
(Choose C-36 OR C-37)

- ☐ C-36 If the preliminary title report, or any other report reveals that title cannot be delivered by Seller in accordance with Paragraph C-35, Seller shall use Seller's best efforts to cure any defects. If, within _____ days following receipt of any reported discrepancies Seller is unable to cure such defects in title, Buyer may elect to purchase the Property with such defect(s) in title and Seller shall not be liable if Seller had acted in good faith. If Buyer elects not to accept the Property with such defects, either Buyer or Seller may terminate this DROA and the Termination Provision shall apply.
- ☐ C-37 If after Buyer's review of the preliminary title report, Buyer is not satisfied with the condition of the title to the Property, Buyer may elect, within _____ days of Buyer's receipt of the preliminary title report, to terminate this DROA and the Termination Provision shall apply.

TRANSACTIONS INVOLVING FOREIGN OR NON-RESIDENT BUYER AND SELLER

C-38 **HARPTA Withholding Required If Seller Is a Non-Resident of the State of Hawaii.** Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust, or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. If Seller does not provide Buyer with a certificate of exemption or waiver from HARPTA within fourteen (14) days of the Acceptance Date, Escrow is hereby authorized and instructed to withhold the required amount at closing and forward it to the State Department of Taxation.

C-39 **FIRPTA Withholding Required If Seller Is a Foreign Person.** Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust, or estate), Buyer must generally withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward this amount to the Internal Revenue Service ("IRS"). Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. If Seller does not provide Buyer with a certificate of exemption or waiver from FIRPTA within fourteen (14) days of Acceptance Date, Escrow is hereby authorized and instructed to withhold the required amount at closing and forward it to the IRS.

C-40 **Additional Disclosures Required by Foreign Buyers and Sellers.** Buyer and Seller understand that under statutes and ordinances such as the Agricultural Foreign Investment Disclosure Act of 1978, the International Investment and Trade in Services Survey Act, and the revised Ordinances of the City and County of Honolulu, among others, disclosures are required by foreign Buyers and/or Sellers under certain conditions.

STAKING & SURVEY

(Choose C-41 OR C-42)

- ☒ C-41 **Staking (Boundary Markers).** Prior to the Scheduled Closing Date, Seller shall, at Seller's sole cost and expense, have a registered land surveyor stake the Property. Buyer may have a registered land surveyor verify the accuracy of the location of the stakes prior to closing. Seller shall reimburse Buyer for the cost of this verification at closing ONLY if the location of the original stakes proves to be inaccurate. Buyer understands that staking is not a survey and does not confirm the accuracy of the description or the land area of Property, or the absence of encroachments onto the Property or onto a neighboring property.
- ☐ C-42 **Survey.** Prior to the Scheduled Closing Date, Seller shall, at Seller's sole cost and expense, have a registered land surveyor (a) stake the Property even if the stakes are visible and (b) if improvements exist along the Property line, provide Buyer with a map (with surveyor's stamp) and accompanying report to show the perimeters of the Property and the location of any improvements in the vicinity of the perimeter Property lines. This survey and map does not address whether improvements on the Property are in compliance with State and County requirements and subdivision covenants.
- C-43 **Boundary Encroachment.** If an encroachment onto an adjoining property or onto the Property by an adjoining owner is revealed or discovered, such encroachment either shall be removed or Seller shall obtain an encroachment agreement(s) with the adjoining owner(s) which is contingent on Buyer's approval. If neither occurs within _____ days of discovery or by the Scheduled Closing Date, whichever occurs earlier, Buyer may accept the encroachment(s) or elect to terminate this DROA and the Termination Provision shall apply.

SELLER'S DISCLOSURES (Required by Hawaii Statute)

C-44 **Seller's Obligation to Disclose.** Under Hawaii law, Seller is obligated to fully and accurately disclose in writing to Buyer any fact, defect, or condition, past or present, which materially affects the value of the Property. Within _____ days from the Acceptance Date, Seller shall provide Buyer with a written disclosure statement signed and dated by Seller within six (6) months before or ten (10) days after the Acceptance Date. Such Disclosure shall be prepared in good faith and with due care and shall disclose all material facts relating to the Property that: (i) are within the knowledge or control of the Seller; (ii) are disclosed by documents recorded in the Bureau of Conveyances; or (iii) can be observed from visible, accessible areas. When the Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration maps promulgated by the appropriate Federal agencies for the purposes of determining eligibility for emergency flood insurance programs; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy, or Marine Corps airport as officially designated by military authorities; or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps; subject to the availability of maps that designate the four areas by tax map key (zone, section, parcel), Seller shall include such material fact information in the disclosure statement.

C-44A **Later Discovered Information.** Under Hawaii law, if after Seller delivers a disclosure statement to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate, and said information materially affects the value of the Property, then Seller shall provide an amended disclosure statement* to Buyer within ten (10) days after the discovery of the inaccuracy, and in any event, no later than twelve noon of the last business day prior to the recorded sale of the Property. Buyer's rights upon receipt of the amended disclosure statement are found in Paragraph C-47.

*Amended disclosure statement means a written statement prepared by the Seller or at the Seller's direction.

C-45 **Seller's Disclosure Is Not a Warranty.** This disclosure statement is NOT a warranty of any kind. Under Hawaii law, the disclosure statement shall not be construed as a substitute for any expert inspection, professional advice, or warranty that Buyer may wish to obtain.

C-46 **Absentee Owners.** Under Hawaii law, if Seller has not lived in the Property for at least one hundred eighty (180) days prior to the date of receipt of the DROA, Seller may notify Buyer in writing that Seller does not have the requisite personal knowledge to make accurate disclosures about the Property, or Seller may make a reasonable effort to ascertain the information requested in the disclosure statement. Thereafter, Buyer may elect to: (i) substitute an inspection report by a home Inspector, licensed contractor, or licensed appraiser covering the same matters as would have been included in a disclosure statement at the Buyer's expense; or (ii) provide the Seller written notification that the Buyer waives the applicability of the Mandatory Seller's Disclosure Statute.

C-47 **Buyer's Rights Upon Receipt of Disclosure Statement.** Buyer shall acknowledge receipt of the disclosure statement in writing. Upon receipt of the disclosure statement, Buyer shall have _____ days to examine the statement and to rescind the DROA. Should Buyer elect to rescind the DROA, Buyer must give Seller directly or Seller's agent written notice of such rescission within the stated time period. Upon receipt by Buyer of an amended disclosure statement, or upon discovery by Buyer of a failure by Seller to disclose material facts, or upon discovery by Buyer that the disclosure statement contains an inaccurate assertion which materially affects the value of the Property, Buyer may elect to rescind the DROA. Buyer shall have fifteen (15) days from discovery thereof or the receipt of the amended disclosure statement, whichever is earlier, to indicate in writing an election to rescind the DROA or Buyer may elect, in writing, to accept the amended disclosure statement prior to the fifteenth (15th) day.

C-47A **Buyer's Remedies If Seller Fails to Comply with C-44 or C-44A.** Buyer may elect to complete the purchase of the Property even if Seller fails to comply with Sections C-44 or C-44A. When Buyer is provided a disclosure statement or amended disclosure statement and Buyer decides to rescind the DROA, Buyer is limited in damages to the return of all deposits; and in such case, Buyer's deposits shall be immediately returned. If Seller negligently fails to provide the required disclosure statement or amended disclosure statement, Seller shall be liable to Buyer for the amount of actual damages suffered as a result of the negligence. In addition to the above remedies, a court may also award the prevailing party's attorney's fees, court costs and administrative fees.

C-48 **Mediation and/or Arbitration.**

Under Hawaii law, any dispute pertaining to the Mandatory Seller's Disclosure Statute shall be handled in the same manner as agreed upon in the DROA.

C-49 **Asbestos Disclosure.** Buyer is aware that asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement and other building materials. Buyer is aware that Buyer should make appropriate inquiry into the possible existence of asbestos on the Property. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors.

C-50 **Hazardous Waste and Toxic Substances Disclosure.** Buyer is aware that federal and state laws place strict liability on property owners for dangers caused by hazardous waste management and require that such owner pay for the cost of the cleanup of hazardous substances, including lead (lead paint, etc.) and other toxic substances. Buyer is aware that Buyer should make appropriate inquiries into the past use of the Property and should seek an environmental assessment to ascertain the possible existence of such hazardous substances or materials on or under the Property. Buyer is aware Buyer may have liability for hazardous substances located on or under the Property even if Buyer did not cause such substances to be on or under the Property.

INSPECTIONS, MAINTENANCE AND WARRANTIES

C-51 **Inspection of Property.** At Buyer's sole cost and expense Buyer, personally or by any expert, professional, or other representative of Buyer's choice, may: (a) inspect the Property or any portion thereof; (b) inspect all major appliances and fixtures (plumbing, electric, and gas) included in the sale; and (c) inspect all public records relating to the Property. Seller shall provide Buyer and Buyer's representatives access to the Property for this purpose, during reasonable hours with reasonable prior notice to Seller. The obligation of Buyer to purchase the Property is contingent upon Buyer's approval of the results of such inspection within _____ days after the Acceptance Date. All inspections must be completed within this time period. If Buyer disapproves of the results within such time period, Buyer may elect to terminate this DROA pursuant to Paragraphs C-20 and C-21. If Buyer fails to so elect, Buyer will have waived this contingency.

☒ C-52 **Property Condition Maintenance.** Seller shall maintain until closing the interior and exterior of the Property in the same condition and repair as they were on the date that Buyer inspected the Property pursuant to Paragraph C-51, or as agreed upon between Buyer and Seller, pursuant to Buyer's inspection under Paragraph C-51.

☒ C-53 **Final Walk Through.** Buyer and Buyer's representative shall have the right to conduct a final walk through of the Property no later than _____ days prior to closing: (a) to confirm that the Property is in the same condition and repair that it was on the date that Buyer inspected the Property pursuant to Paragraph C-51 and; or (b) to inspect the repairs and/or replacements made by Seller, as agreed between Buyer and Seller, pursuant to Buyer's inspection under Paragraph C-51.

If Seller does not maintain the Property as stated in Paragraph C-52, such that repairs and maintenance are required, then prior to closing, Seller shall repair those items to return them to the same condition and repair as they were on the date that Buyer inspected the Property pursuant to Paragraph C-51. If any repairs and maintenance required have not been made by closing, Seller agrees that an amount equal to 150% of the estimated cost of repair and maintenance shall be held in Escrow until the repairs are completed; provided however, that any remaining funds held will be automatically disbursed to Buyer by Escrow if all repairs and maintenance are not completed within _____ days after closing. All repairs and maintenance bills will be paid through Escrow and any balance remaining after completion of all repairs and maintenance shall be returned to Seller.

C-54 **No Continuing Warranty.** Buyer understands that no continuing warranty after closing regarding the interior or exterior of the Property is expressed or implied.

C-55 **Home Warranty Programs.** Buyer understands that Buyer may obtain from a third party, for a fee, home warranties covering appliances, electrical and plumbing equipment and other items included with the Property. If such a home warranty is available, it may be obtained at Buyer's expense from any provider of Buyer's choice.

☒ C-56 **Existing Warranties, Plans, etc.** Seller shall provide to Buyer at closing all existing warranty documents in Seller's possession covering the improvements and personal property being sold to Buyer; instruction booklets in Seller's possession covering the appliances being sold and all originals and copies in Seller's possession of blueprints, specifications, and architectural or engineering drawings relating to the Property. Buyer understands: (a) any warranties delivered by Seller to Buyer represent obligations of other persons, not Seller; (b) the warranty and other documents are provided for informational purposes only; (c) may not reflect improvements as built; and (d) Seller does not promise that any such warranties are transferable to Buyer, and that Buyer must contact the providers of such warranties to determine whether the warranties are transferable to Buyer.

☒ C-57 **Interior and Exterior Cleaning.** Prior to closing, Seller shall, at Seller's expense, have cleaned the interior of the improvements on the Property. Such cleaning shall include all appliances, drawers, cupboards, floors, carpets, windows, shutters and screens. Seller shall also dispose of all trash, junk and brush both within or outside any improvements located on the Property.

☒ C-58 **Pet Related Carpet Treatment.** Prior to closing, Seller shall at Seller's expense remove any pets from the Property, have the carpets within the improvements on the Property professionally cleaned, and the interior of the Property treated for fleas/ticks by a professional.

If Seller does not have the interior of the Property treated for fleas/ticks by a professional as stated, then Seller agrees that an amount equal to 150% of the estimated cost of professionally treating the Property for fleas/ticks shall be held in Escrow until completed; provided however, that any remaining funds held will be automatically disbursed to Buyer by Escrow if the Property is not professionally treated for fleas/ticks within _____ days after closing. All professional treatment bills will be paid through Escrow and any balance remaining after completion of professional treatment shall be returned to Seller.

TERMITE PROVISIONS

Buyer is aware that the State-approved Termite Inspection Report (TIR) addresses only visible evidence of active termite infestation and visible damage in accessible areas. It does not address infestation or damage occurring in inaccessible areas of the improvements described in this DROA. Seller agrees to disclose, in Seller's disclosures, any prior and/or current infestation and damage of which Seller is aware.

Termite Inspection Contingency. Within 10 days of the Acceptance Date Seller shall select a licensed pest control company ("Company"), to conduct an inspection and issue a TIR on the improvements which are part of the Property. Should such party fail to select a Company and notify the other party in writing of the name of a Company within five (5) days thereafter, Seller shall promptly order the inspection and TIR from the selected Company. The TIR shall be delivered to the Buyer by Seller. Seller shall pay for the inspection and the issuance of the TIR at a cost not to exceed _____. If Buyer's lender requires an updated TIR prior to funding Buyer's loan, Buyer shall pay for the updated report.

If the TIR indicates visible evidence of active termite infestation, Seller shall order and pay for recommended treatment for that condition; not to include preventative maintenance. Buyer and Seller understand such treatment may cause damage to plants. The obligation of the Buyer to purchase the Property is contingent upon the delivery to Buyer within the time specified above of a TIR stating that there is no visible evidence of active termite infestation or the treatment of such improvements by no later than five (5) days prior to the Scheduled Closing Date. If the Contingency is not fulfilled in a timely manner, Buyer may terminate this DROA and the Termination Provision shall apply.

C-60 **Termite Damage.** In the event the TIR indicates there is visible damage to the improvements caused by termite infestation, and said damage materially affects the value of the Property (e.g. structural or significant damage), then Seller shall make appropriate disclosures under Paragraph C-44A.

RENTAL PROPERTY MATTERS

(Choose C-61 OR C-63)

C-61 **Existing Leases.** Buyer shall accept title to the Property subject to the existing Lease(s), Rental Management Contract(s), and Short Term Vacation Rental Reservation(s), if applicable. Copies of such documents shall be delivered to Buyer within ten (10) days of Acceptance Date. If within seven (7) days of receipt of these item(s), Buyer does not accept the Property based upon information in these documents, Buyer may terminate this DROA and the Termination Provision shall apply. Any security deposits or vacation deposits will be transferred to Buyer at closing.

C-62 **Lease Changes During Escrow.** During the escrow period, Seller shall not, without the written consent of Buyer, make any changes to existing leases or enter into any new leases that extend beyond the Scheduled Closing Date.

C-63 **Possession of Property at Closing.** Seller shall deliver possession of the Property at closing vacant and free of tenants, leases, rental management contract, short term rental reservation or any other rental commitments.

CONDOMINIUMS/SUBDIVISIONS/HOMEOWNER ORGANIZATIONS

(Choose all that apply)

C-64 **Contingency on Homeowner Organization Documentation Approval.** Buyer's obligation to purchase the Property is contingent upon Seller providing the following applicable information to the Buyer for review and approval:

- | | |
|---|--|
| ☒ Declaration and Amendments | ☐ Articles of Incorporation/Association and Amendments |
| ☒ Current House Rules | ☒ Inventory of Furniture and Furnishings |
| ☒ Current and/or Proposed Budget | ☐ Copy of any and all pending litigation complaints filed by or against the Owners' Association and/or its directors that are currently unresolved. |
| ☒ Minutes of the last Annual Meeting | ☒ Reserve Study or Summary |
| ☒ By-laws and Amendments | ☒ Property Information Form RR105c |
| ☒ Current Financial Statement | ☐ Other: _____ |
| ☐ Board of Directors and Association minutes issued during the escrow period, if applicable. | ☐ Other: _____ |
| ☒ Approved Minutes of the last three (3) Board of Directors Meetings | |

Seller, at Seller's expense, shall furnish these documents to the Buyer within _____ days of Acceptance Date. If within _____ days of receipt of these documents, Buyer does not accept the Property based on information contained in these documents, Buyer may terminate this DROA and the Termination Provision shall apply. In the event that this DROA is cancelled, Buyer agrees to return all documents to Seller or Seller's Agent, including any others provided to Buyer during the escrow period. (Note: Seller shall provide any and all pertinent information on parking stalls, storage spaces, maintenance fees, and any other material disclosures to Buyer in Seller's Disclosure Statement).

C-65 **Common Element Discrepancies.** Seller is not responsible for repair of condominium and cooperative common elements and limited common elements. Seller is only responsible for reporting any defects or damages to the Association of Apartment Owners or other governing body insofar as Seller's unit is affected.

C-66 **Contingency on Subdivision Documentation Approval.** Buyer's obligation to purchase the Property is contingent upon Seller providing the CC&R's (Conditions, Covenants, and Restrictions) and any other applicable title documents to the Buyer for review and approval. Seller, at Seller's expense, shall furnish the documents to the Buyer within _____ days of Acceptance Date. If within _____ days of receipt of the documents, Buyer does not accept the Property based on information contained in the documents, Buyer may terminate this DROA and the Termination Provision shall apply. In the event that this DROA is cancelled, Buyer agrees to return the documents to Seller or Seller's Agent.

OTHER SPECIAL TERMS (Please number)

C-67 _____

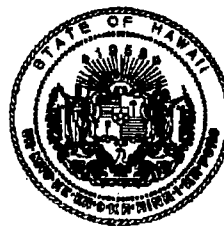
BROKERS SERVICES AND DISCLAIMERS

C-68 **Scope of Service.** The Brokers assisting in this sale, including their owners, agents and employees (collectively the "Brokers"), recommend that Buyer and Seller each consult their own estate planner, accountant, appraiser, insurance advisor, designer, land use professional, attorney, zoning expert, contractor, home inspector, surveyor, title insurer, pest control expert, and other professionals should they have any questions within those fields about this sale. Buyer and Seller understand and acknowledge that neither party is relying upon the Brokers for any of the foregoing services or advice.

C-69 **Disclaimers by Brokers.** Buyer and Seller understand that the Brokers have not made any representations or warranties, and have not rendered any opinions about: (a) the legal or tax consequences of this transaction; (b) the legality, validity, correctness, status or lack of any building permits which may have been required for the Property; or (c) the size of any improvements on the Property, or the land area of the Property or the location of the boundaries.

C-70 **Rental Property.** If the Property is rented, Buyer understands that Seller and the Brokers are not offering to sell or selling the Property together with any existing or future rental pool or other rental arrangement. Seller and the Broker make no representations or guarantees about future rents or future resale value. Buyer understands that Buyer is assuming all risks relating to the foregoing, including the rental of the Property, should Buyer wish to rent it out. This sale includes real property only and the intent is not to convey a security or investment security as defined by the U.S. Securities and Exchange Commission or other governmental agency.

March 28/06 2:50 pm Received by
mail
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R-402 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
FEB 01, 2006 08:01 AM
Doc No(s) 2006-020337



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 1/1 Z2

CTax (15): \$634.50

LAND COURT SYSTEM *Klu* REGULAR SYSTEM
AFTER RECORDATION, RETURN BY: ☒ MAIL ☐ PICKUP

Mr. and Mrs. Harold Cadwallader
6680 Eagles Drive
Burnaby, British Columbia
Canada V5E 1W8

TG: 200602447A
TGE: A6-203-0025
Brenda Cachola

RS

TAX MAP KEY NO.: (2) 3-9-08-003 C.P.R. No. 0014 Total Number of Pages: 7
Apartment No. 204 Hale Kai O'Kihei

APARTMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE made this 24th day of January, 2006, by and between BOB J. KLAUZ, Trustee of the Bob J. Klauz Revocable Living Trust dated May 30, 2000, with full powers to sell, mortgage, lease or otherwise deal with the land, whose residence and post office address is 1310 Uluniu Road, Kihei, Hawaii 96753, hereinafter called the "Grantor", and HAROLD CADWALLADER and VERNA F. CADWALLADER, husband and wife, whose residence and post office address is 6680 Eagles Drive, Burnaby, British Columbia, Canada V5E 1W8, hereinafter called the "Grantee",

WITNESSETH THAT:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, as Tenants in Common in equal shares, the property described in Exhibit "A" attached hereto and incorporated herein by reference; subject, however, to all encumbrances noted on said Exhibit "A".

AND the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, and all improvements thereon and the easements, privileges and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same, together with the improvements thereon and all rights, easements, privileges and appurtenances thereunto belonging or appertaining, unto the Grantee, according to the tenancy herein set forth, forever, subject as aforesaid.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seised in fee simple of the apartment and undivided interest in the land and premises described herein and has good right to sell and convey the same; that the same are free and clear of all encumbrances except as set forth herein and except for the lien of real property taxes not yet required by law to be paid; and that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

This conveyance and the covenants of the Grantor shall be jointly and severally binding upon the person or persons identified above as "Grantor" and the Grantor's successors and assigns, and shall run in favor of and inure to the benefit of the person or persons identified above as "Grantee" and the Grantee's heirs, successors and assigns and the survivor of them. The use herein of the singular in reference to a party shall include the plural and the use of a pronoun of any gender shall include all genders. The term "person" shall mean and include an individual, partnership, association or corporation, as the context may require.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the date first above written.



BOB J. KLAUZ, Trustee

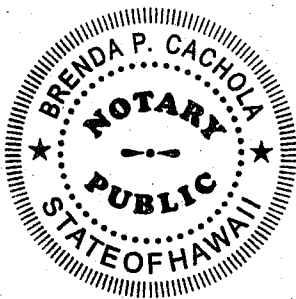
"Grantor"

STATE OF Hawaii

COUNTY OF Maui

)
) SS.
)

On this 24th day of January, 2006, before me personally appeared BOB J. KLAUZ, Trustee, to me personally known, who, being by me duly sworn, did say that he is the Trustee under that unrecorded trust dated May 30, 2000, and that the foregoing instrument was signed on behalf of said Trust as its Trustee, and said Trustee acknowledged said instrument to be his free act and deed on behalf of the Trust.



Brenda P Cachola

Notary Public, State of Hawaii

Typed or Printed Name: BRENDA P. CACHOLA

My commission expires: Expiration Date: April 3, 2009

EXHIBIT "A"

All of the premises comprising a portion of the merged "HALE KAI O' KIHAI" Horizontal Property Regime, as merged pursuant to Declaration of Merger dated --/--/-- (acknowledged May 1, 1985), effective as of October 31, 1984, recorded in the Bureau of Conveyances of the State of Hawaii, in Book 19197 on Page 13, which project consists of those certain parcels of land more particularly described in Declarations of Horizontal Property Regime dated March 15, 1967, recorded in said Bureau of Conveyances in Book 5639 on Page 193, as amended, and dated May 14, 1969, recorded in said Bureau of Conveyances in Book 6527 on Page 364, as amended, which project is covered by Condominium Maps Nos. 85 and 134, and the improvements and appurtenances thereof, as described in and established by said Declarations, as amended, described as follows:

1. An undivided 3.030% interest, to be held as tenant in common with the Grantor, his heirs, executors, administrators and assigns, and the holders from time to time of other undivided interests, in and to the land described herein.
2. An undivided 3.030% interest, to be held as tenant in common with the Grantor, his heirs, executors, administrators and assigns, the holders from time to time of other undivided interests, in and to all the common elements of the buildings and improvements now located and hereafter to be constructed on said land, including specifically but without limitation of the generality of the foregoing that certain building known as HALE KAI O' KIHAI.
3. Apartment No. 204 on the 2nd floor, of said Project, as shown on said Condominium Map No. 85, recorded in said Bureau of Conveyances.
4. The right of ingress to and egress from said Apartment and the right to use for all proper purposes, in common with the Grantor, his heirs, executors, administrators and assigns, and all other occupants, from time to time of any and all portions of said Apartment Building, the roads, sidewalks, yard, and other common ways on said land, and the hallways, stairways and other passageways, lobbies, and other public portions and equipment of said building, hereinafter referred to as "common elements".

NOTE: Said Apartment No. 204 was originally created as a portion of "HALE KAI O' KIHAI, PHASE I", as described in Declaration of Horizontal Property Regime dated March 15, 1967, recorded in Liber 5639 at Page 193, as amended, and as shown on Condominium Map No. 85.

THE LAND UPON WHICH SAID CONDOMINIUM PROJECT "HALE KAI O'KIHEI" IS LOCATED IS DESCRIBED AS FOLLOWS:

PARCEL FIRST:

All of that certain parcel of land (being a portion of the land described in and covered by Land Patent Grant No. 10,806 to David P. Ting), situate, lying and being at Kula, Island and County of Maui, State of Hawaii, being LOT 10 of a portion of Lot 11 of the "WAI OHULI-KEOKEA BEACH LOTS, FIRST SERIES", and containing an area of 0.612 acre, more or less, as more particularly described as per survey of Tadashi Nakahara, Surveyor, dated September 11, 1961.

Excepting therefrom a strip of land containing an area of 2,509 square feet and more particularly described as per survey of Norman Saito, Surveyor, dated December 29, 1966.

Said parcels of land being more particularly described in Declaration of Horizontal Property Regime dated March 15, 1967, recorded in said Bureau of Conveyances in Liber 5639 at Page 193, as amended.

PARCEL SECOND:

a) All of that certain parcel of land (being all of the land described in and covered by Land Patent Grant 11,398 to Katsuyuki Izumi) situate, lying and being at Waiohuli-Keokea, District of Kula, Island and County of Maui, State of Hawaii, being LOT 9 of the "WAI OHULI-KEOKEA BEACH LOTS, FIRST SERIES", and containing an area of 0.464 acre, more or less.

B) All of that certain parcel of land (being a portion of the land described in and covered by Land Patent Grant Number 10,806 to David P. Ting) situate, lying and being at Kula, Island and County of Maui, State of Hawaii, being a PORTION OF LOT 10 of a portion of Lot 11 of the "WAI OHULI-KEOKEA BEACH LOTS, FIRST SERIES", containing an area of 2,509 square feet, more or less, and being more particularly described as per survey of Norman Saito, Surveyor, dated December 29, 1966.

Said parcels of land being more particularly described in Declaration of Horizontal Property Regime dated May 14, 1969, recorded in said Bureau of Conveyances in Liber 6527 at Page 364, as amended.

Being the premises acquired by APARTMENT DEED dated June 1, 2000 from BOB J. KLAUZ, married as Grantor, to BOB J. KLAUZ, Trustee of the Bob J. Klauz Revocable Living Trust dated May 30, 2000, with full powers to sell, mortgage, lease or otherwise deal with the land as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-083738.

SUBJECT, HOWEVER, to the following:

1. (A) The terms and provisions, including the failure to comply with any covenants, conditions and reservations as set forth in the Declaration of Horizontal Property Regime for "Hale Kai O' Kihei" condominium project and By-Laws dated March 15, 1967, recorded in said Bureau of Conveyances in Liber 5639, Page 193, and Condominium Map No. 85 and any amendments thereto.

Said Declaration was amended by the following instruments:

DATED:	BOOK:	PAGE:
July 20, 1967	5736	435
March 19, 1974	9798	264
November 2, 1985	19197	19
April 2, 1986	19449	684

Restatement of By-Laws of the Association of Apartment Owners dated April 7, 1995, recorded as Document No. 95-052812; and Amendment and Restatement of the same dated October 22, 2001, recorded as Document No. 2001-166852.

(B) The terms and provisions, including the failure to comply with any covenants, conditions and reservations as set forth in the Declaration of Horizontal Property Regime for "Hale Kai O' Kihei II" condominium project and By-Laws dated May 14, 1969, recorded in said Bureau of Conveyances in Liber 6527, Page 364 and Condominium Map No. 134 and any amendments thereto.

Said Declaration was amended by the following instruments:

DATED:	BOOK:	PAGE:
February 3, 1970	6883	230
March 19, 1974	9798	264
November 2, 1985	19197	19
April 2, 1986	19449	684

Restatement of By-Laws of the Association of Apartment Owners dated April 7, 1995, recorded as Document No. 95-052812; and Amendment and Restatement of the same dated October 22, 2001, recorded as Document No. 2001-166852.

2. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the DECLARATION OF MERGER, effective as of October 31, 1984, recorded in said Bureau of Conveyances in Liber 19197, Page 13.

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT dated April 1, 1997, recorded in said Bureau of Conveyances as Document No. 97-100480, by and between TCI of Hawaii, Inc., a Colorado corporation and AOA O Hale Kai O' Kihei, a Hawaii corporation.

4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the AGREEMENT ACKNOWLEDGING AND PERMITTING ENCROACHMENTS dated December 8, 1997, recorded in said Bureau of Conveyances as Document No. 97-172244, by and between Nisso (USA) Inc., a Washington corporation, and Y. S. Corporation, a Washington corporation, and the Hale Kai O' Kihei AOA O.

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the Apartment Deed dated May 10, 1969, recorded in said Bureau of Conveyances in Liber 6576, Page 456.

6. Rights of others who own undivided interest(s) in the land described herein.

END OF EXHIBIT "A"

Tax Map Key No. (2) 3-9-08-003 C.P.R. No. 0014
Apartment No. 204

BUREAU

Nov 3, 1969
MAY 21 1969

DECLARATION SUBMITTING DEEDS TO
HORIZONTAL PROPERTY REGIME

Condominium Map No. 134

10:44

6527

304-392

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DAVID P. TING, dba **HALE KAI O' KIHAI II**, whose residence and post office address is Kihei, Maui, Hawaii, hereinafter called the "DEVELOPER", is the owner in fee simple of those certain parcels of land situate in Kihei, County of Maui, State of Hawaii, described by Second Taxation Division as Tax Key 3-9-03-4, and Tax Key 3-9-03-23; and

WHEREAS, the Developer is desirous of submitting the said property to the Horizontal Property Regime as provided in Chapter 514, Hawaii Revised Statutes;

NOW, THEREFORE, the Developer hereby expresses his desire that the lands herein described, hereinafter called "MASTER DEED", together with all improvements thereon, now or hereafter built, shall be and is hereby submitted to the Horizontal Property Regime under said Chapter 514, subject to the exception as hereinafter provided.

1. The land submitted to the Horizontal Property Regime by said Master Deed is described on Exhibit "A" attached hereto and by reference made a part hereof.

2. This regime shall be known as "HALE KAI O' KIHAI

3. A three-story residential building covering the

land. It will contain 29 apartments and each apartment will have exclusive use of a designated parking space. The building will be constructed of reinforced concrete.

4. This Horizontal Property Regime shall contain nine apartments on the first floor, consisting of seven (7) one-bedroom apartments and two (2) two-bedroom apartments, and ten apartments on each of its upper two floors consisting of eight (8) one-bedroom and two (2) two-bedroom apartments on each floor. The twenty-three one-bedroom units will each have approximately 616 square feet in area, containing one bedroom, a combination living room-dining room area, a kitchen, a bathroom, and a lanai. The six two-bedroom units will each have approximately 915 square feet in area, containing two bedrooms, a combination living room-dining room area, a kitchen, two bathroom, and a lanai. The immediate common elements to which each apartment has access will be a hall or passageway and two stairways.

5. Numbering of each apartment shall be as follows:

First Floor: 112, 113, 114, 115, 116, 117, 118, 119
and 120

Second Floor: 211, 212, 213, 214, 215, 216, 217, 218,
219 and 210

Third Floor: 311, 312, 313, 314, 315, 316, 317, 318, 319
and 320.

Apartment numbers the third digit of which ends in the number "5" or "6" shall be two-bedroom apartments. All

There shall be one breezeway on the first floor, which shall provide access to the beach area and which shall serve as storage room.

6. The common elements shall include each of the elements which is mentioned in Section 514-2(5) of Chapter 514, Hawaii Revised Statutes, and which is actually constructed or provided on the land described above, and specifically includes, but is not limited to the following:

- a. Undivided fee simple interest in the land;
- b. All foundations, columns, girders, beams, supports, bearing walls, roof, balconies, lobbies, hallways, stairs, walkways, entrances and exits of said building;
- c. Parking area, driveways, yard and refuse area;
- d. All ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, water, refuse and telephone;
- e. Switchroom and transformer vault;
- f. Trashrooms;
- g. Storage rooms, breezeway, and ~~all other elements and facilities rationally in common use or necessary to the~~ existence, upkeep and safety of the building or the project.

7. Certain parts of the common elements, herein called and designated as "limited common elements", are hereby set aside and reserved for the exclusive use of certain apart-

The limited common elements so set aside and reserved are as follows:

a. One parking space designated by number shall be assigned to each apartment and shall be for the exclusive use of such apartment.

b. Entry hallway adjoining an apartment or apartments shall be appurtenant to and for the exclusive use of such apartment or apartments which it adjoins.

8. The percentage of undivided interest in the common elements appertaining to each apartment and its owner for all purposes, including voting, is as follows:

One-bedroom Apartments: 3.133% for each (23 units)

Two-bedroom Apartments: 4.654% for each (6 units)

9. The purposes for which the apartments are intended and restricted as to use is residential, but this shall not be construed to prohibit the renting or leasing of said apartments for profit, individually or otherwise, so long as the ultimate tenant thereof uses the apartment as a place in which to reside as distinguished from a place in which to carry on a trade or business.

10. Until changed, the person to receive service of process in the cases provided for in said Chapter 514 is David P. Ting, and his residence and post office address is Kihei, Maui, Hawaii.

~~except where a greater percentage is required by law, this declaration, or the By-Laws.~~ The proportionate representation for voting purposes shall be in said percentage for each apartment as provided in paragraph 8 above. Where an apartment is owned jointly by more than one person, each joint owner shall be entitled to that proportion of the vote appurtenant to his apartment equal to his percentage interest in such apartment. Even if completely destroyed, an apartment shall be deemed existing for the purposes of preserving the voting rights of the owner of the destroyed apartment.

12. Administration of the project shall be vested in the Association of Apartment Owners, herein called the "Association", in accordance with said Horizontal Property Act, this Declaration and the By-Laws hereto attached. Every owner of an apartment in this regime shall automatically become and remain a member of the Association until such time as his ownership of such apartment ceases at which time his membership in the Association shall automatically cease, it being understood that physical destruction of his apartment shall not of itself be construed to terminate his status as an apartment owner. Without limiting the generality of the powers of administration hereinbefore set forth, the Association shall, on behalf of all apartment owners, but on the several (and not joint) liability of each of such owner limited to his proportionate share of

(a) Conditions Precedent to Construction, Repairs,

etc. It will, prior to delivery of materials and the commencement of construction or installation of any improvements in the common or limited common elements or the commencement of any alterations of or additions to such improvements, or of effecting major repairs to the same, (i) give to each owner not less than ten (10) days notice of such proposed improvements or alterations or additions or repairs, (ii) engage a licensed architect to supervise compliance with the plans and specifications for such work, (iii) if the estimated cost of the improvements, alterations, additions or repairs shall exceed \$5,000.00, deposit with the Association certificates or other satisfactory evidence that the contractor therefor has procured a bond in form and amount (which shall not be less than fifty per cent (50%) of the estimated cost of the improvements, alterations, additions or repairs) and with surety or sureties satisfactory to said Association naming it as obligee, for the full and faithful performance and completion of the contract for such construction, installation or repair, free and clear of all mechanics' and materialmen's liens, and (iv) set aside or provide sufficient moneys to fully pay for all improvements proposed to be erected and alterations, additions or repairs to be made. No "extras" shall be contracted for nor shall any modifications or substitutions be made to any approved plan without first notifying

(b) Repair and Maintenance. It will well and substantially repair, maintain, amend and keep all the common and limited common elements, including all plumbing, electrical, and other fixtures located therein and all paintings required therefor, with all necessary repairs and amendments whatsoever and in good order and in a safe condition.

(c) Laws and Ordinances. It will keep the common and limited common elements in a strictly clean and sanitary condition and comply with all rules, regulations, ordinances and laws made by the health and other authorities, of the municipal, state or federal government applicable to the common and limited common elements.

(d) Fire insurance. The Board, on behalf of the Association, at its common expense, shall at all times keep all buildings of the project insured against loss or damage by fire, including extended coverage, and war risk insurance during the time of war when the same is issued by the United States Government, in an amount equal to the full replacement value thereof, payable in case of loss to the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests, and from time to time upon receipt thereof, cause the policy or policies or certificates thereof to be kept at the office of the Association, without prejudice to the right of each apartment owner to insure his apartment

by the Association for rebuilding, repairing or otherwise reinstating the same 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 after notice to each apartment owner as herein provided with respect to improvements and alterations, and the Association, at its common expense, shall make up any deficiency in such insurance proceeds.

(e) Liability Insurance. It will further keep insured the premises covered by the Master Deed with Owners', Landlords' and Tenants' Liability Insurance with a limit of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for injury to one person and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury to more than one person, for bodily injury of every nature, and FIFTY THOUSAND DOLLARS (\$50,000.00) for property damage, said policy to be written in the names of said Association and all apartment owners, and such policy or policies of liability insurance shall be kept at the office of the Association.

(f) Maintenance Reserve Fund. It shall establish and maintain a Maintenance Reserve Fund by assessment of and payment by all apartment owners in monthly installments and in their respective proportionate shares of such annual amount as the Association may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, mainte-

may from time to time be increased or decreased in the discretion of the Association. The proportionate share of each apartment owner in such fund cannot be withdrawn or separately assigned, nor shall it be subject to claims of creditors or others nor to legal process except as may be permitted by the Horizontal Property Act; but said share shall be deemed to be transferred with such apartment even though not expressly mentioned in the conveyance thereof. Upon termination of this regime, any remaining moneys in said fund shall be distributed to the apartment owners in their respective proportionate shares.

13. Restoration or replacement of the project or any building thereof or construction of any additions, different in any material respect from said condominium plan recorded in the Bureau of Conveyances of the State of Hawaii, shall be undertaken only pursuant to amendment of this Declaration, approved in writing by all apartment owners and consented to in writing by all lienholders affected thereby; and promptly upon completion of the same, such amendment shall be recorded in said Bureau together with said plans certified as built by a registered architect or professional engineer.

14. 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 as well as any improvements of the project shall be payable to the Board as trustee for all apartment owners

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 the plans therefor first approved as herein provided unless such restoration or replacement is impractical in the circumstances, and 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.

15. The By-Laws of this regime are attached hereto and made a part hereof.

16. All charges, costs and expenses whatsoever for or in connection with the administration of the regime, including without limitation thereof management operation and maintenance, repair, replacement and restoration of the common and limited common elements, any additions and alterations thereto, all labor, services, materials, supplies and equipment therefor, and all premiums for liability and fire insurance, shall constitute common expenses of the project for their respective fractional shares of which the apartment owners shall be severally liable.

17. ~~Except as otherwise provided herein or in said Horizontal Property Act,~~ this Declaration may be amended by ~~vote of seventy-five percent (75%) of the apartment owners,~~ effective only upon the filing of an instrument setting forth

Developer reserves the right to make such amendment as may be required to file the final plans depicting the layout, location, apartment numbers and dimensions of the apartments as built, upon the initial completion of the building.

18. All terms used herein which are identical to terms used in the Horizontal Property Act shall have the same meanings attributed to them in said Act. "Association" as used herein refers to the Association of Apartment Owners, and "Board" as used herein refers to the Board of Directors of the Association. "Proportionate share" as used herein refers to the percentage of common interest appurtenant to each apartment.

19. All apartment owners, their tenants, families, servants, guests and invitees, and any other persons who may in any manner use the project or any part thereof, shall be bound by and comply with the provisions of this Declaration, the By-Laws and all agreements, decisions and determinations of the Association; and failure to comply 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 an aggrieved apartment owner.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on this 14 day of May, 1969.

Richard J.

STATE OF HAWAII)
)
COUNTY OF MAUI) SS.

On this 14 day of May, 1969, before me personally appeared DAVID P. TING, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/Anderson, Arthur

Notary Public, Second Judicial
Circuit, State of Hawaii.

My commission expires: 6/5/71

EXHIBIT "A":

Description of Lot

Hale Kai O' Kihei II

Kihei, Maui, Hawaii

FIRST: All of that certain piece or parcel of land situate at WAIOHULI-KEOKEA, in the District of Kula, Island and County of Maui, State of Hawaii, more specifically referred to as Lot No. 9, WAIOHULI-KEOKEA BEACH LOTS 1ST SERIES, Land Patent No. 11398 to KATSUYUKI IZUMI and EDITH S. IZUMI, and more particularly described as follows:

Beginning at a 3/4-inch pipe at the southeast corner of this lot, the northeast corner of Lot 10 and on the west side of a 40-foot road, the coordinates of said point of beginning referred to Government Survey Trig. Station "PUU O KALI" being 6373.8 feet North and 24,175.3 feet West, as shown on Government Survey Registered Map 2516, and running by azimuths measured clockwise from true South:-

1. 69° 19' 30" 139.9 feet along Lot 10 to a 3/4-inch pipe;
2. 163° 10' 150.3 feet along government land to a 3/4-inch pipe;
3. 249° 19' 30" 129.8 feet along Lot 8 to a 3/4-inch pipe;
4. 339° 19' 30" 150.0 feet along the west side of a 40-foot road to the point of beginning, and containing an area of 0.464 acre.

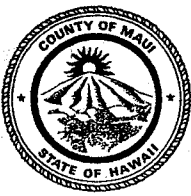
SECOND: All of that certain parcel of land (portion of the land described in and covered by Land Patent Grant No. 10,806 to David P. Ting) situate, lying and being at Kula, Island and County of Maui, State of Hawaii, being LOT NUMBER TEN (10) of a PORTION OF LOT NUMBER ELEVEN (11), of the "WAIOHULI-KEOKEA BEACH LOTS", First Series, and thus bounded and described as per survey of Norman M. Saito, Surveyor, dated December 29, 1966, to-wit:

Beginning at the Northeast corner of this parcel of land, being also the Southeast corner of Lot 9 of the

6,373.80 feet North
25,175.30 feet West

and running by azimuths measured clockwise from true South:

1. 339° 19' 30" 20.95 feet along the westerly side
of Uluniu Road to a point;
2. 71° 50' 30" 141.03 feet through remaining portion
of Land Patent Grant No.
10,806 to David P. Ting to
a point;
3. 163° 10' 00" 14.79 feet along beach to a point;
4. 249° 19' 30" 139.90 feet along Lot of the Waiohuli-
Keokea Beach Lots (First
Series) to the point of
beginning and containing
an area of 2,509 square feet.



County of Maui - Department of Finance
Real Property Tax Division
Service Center, Suite A16
70 E. Kaahumanu Avenue, Kahului, HI 96732
(808) 270-7297 Fax (808) 270-7884

3-9-008-003-0014



CONDOMINIUM USE DECLARATION

My Copy
May 18, 2011

CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1 W8
CANADA

Hale Kai O'Kehee

REGARDING: TMK: 3-9-008-003-0014
1310 ULUNI RD UNIT: 204

The County of Maui has received information that the above-referenced property may be incorrectly classified. Section 3.48.305 of the Maui County Code pertaining to real property tax valuation and classification of land states that when property is subdivided into condominium units, each unit shall be classified for tax purposes as Apartment, Commercial, Homeowner, Time Share, or Hotel/Resort based upon its actual use. For the assessor to comply with this mandate, it is necessary to make a determination as to the actual use of a condominium unit. The following definitions, as defined by law, will be used to make those determinations:

- ☐ APARTMENT: Occupancy by owner who has not been granted a home exemption or occupancy by lessee for a period of six consecutive months or longer. For example:
- Unit is rented for six consecutive months or longer.
 - Owners' part time residence and not rented.
- ☐ COMMERCIAL: Occupancy by owner or lessee for business or mercantile activities. For example:
- Retail, restaurant, office, warehouse.
- ☒ HOTEL/RESORT: Occupancy by transient tenants for periods of less than six consecutive months. For example:
- Rented for periods of 1 day to less than six consecutive months.
 - Owners' part time residence and also rented.
- ☐ TIME SHARE: Units subject to a time share plan as defined in HRS section 514E-1.
- ☐ I have applied for a homeowner exemption. CHECKING THIS OPTION IS NOT AN APPLICATION FOR A HOMEOWNER EXEMPTION. A Claim for Homeowner Exemption form must be filed with the Real Property Tax Division.

Please check the appropriate line(s) that describe your unit's actual use. If during the course of any assessment year, the actual use of a unit entails more than one classification, the unit shall be reclassified and adjusted to taxes at the use with the highest applicable tax rate for that applicable tax year. Condominium units shall be classified according to the best information available as of December 31 of the preceding tax year.

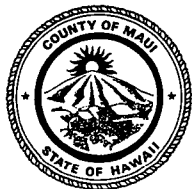
An owner who does not file this return or fails to respond to this inquiry shall be classified at the highest tax classification allowed for the unit and shall be assessed penalties in accordance with section 3.48.105 of the MCC. **A penalty of up to twenty-five percent may be added to the amount of the taxes due on this property if the owner refuses or neglects to make this return or refuses or neglects to authenticate the accuracy of this return.** Owner(s) shall be responsible to report any change in the attested actual use of the unit within thirty days of such change. **Please return this form to the Real Property Tax Division at the address or fax number printed at the top of this form by December 31 to be effective for the following tax year.**

To ensure your application is received, we recommend mailing this application via certified mail with return receipt requested along with a self-addressed stamped envelope for the return of a copy of your processed application for your records.

If you have any questions, feel free to contact the Real Property Tax Division at (808) 270-7297.

I, Harold Cadwallader (CADWALLADER, HAROLD) affirm that the above are true and accurate.
Print Name

Harold Cadwallader Aug 1, 2011 owner
Signature Date Title (Owner or Agent)



**COUNTY OF MAUI
REAL PROPERTY ASSESSMENT DIVISION
70 E. KAAHUMANU AVE, SUITE A16
KAHULUI, HI 96732**

AA501HI

MARCH 31, 2006

CORRECTED 2006 NOTICE OF PROPERTY ASSESSMENT

This is your corrected notice of property assessment for the property identified below as of January 1, 2006

KLAUZ, BOB J REV LIV TR
C/O CADWALLADER, HAROLD M/M
6680 EAGLES DR
BURNABY BC V5E 1 W8
CANADA

TMK/PARCEL ID: 3-9-008-003-0014

LAND AREA:
LAND CLASS: HOMEOWNER

ASSESSED VALUATION

	VALUE	EXEMPTION	NET TAXABLE
BUILDING	332,400	200,000	132,400
LAND	100,400	0	100,400
TOTAL	432,800	200,000	232,800

OWNERSHIP DATA

FEE OWNER

KLAUZ, BOB J REV LIV TR

LESSEE/ASSIGNEE

GENERAL PROPERTY DATA

1. 2005 assessed valuation as of :

Building:	265,500	Exemption:	200,000
Land:	45,200		

2. County Council will adopt the 2006 tax rates on or before June 20, 2006.

3. Property Address: 1310 ULUNI RD 204

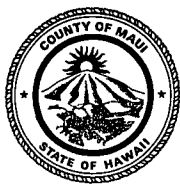
4. Exemption Allowed: HOMEOWNER'S: MULTI FEE

5. Special Assessment:

6. Last Year's land classification, if different was:

HOME EXEMPTION AND TAX RELIEF CREDITS AVAILABLE FOR MAUI RESIDENT OWNER OCCUPANTS

IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE REAL PROPERTY ASSESSMENT OFFICE AT (808) 270-7297
DEADLINE TO FILE APPEAL TO BOARD OF REVIEW OR TAX APPEAL COURT IS APRIL 10, 2006



COUNTY OF MAUI
REAL PROPERTY ASSESSMENT DIVISION
70 E KAAHUMANU AVE STE A16
KAHULUI HI 96732

AA501HI

APRIL 01, 2011

CORRECTED 2011 NOTICE OF PROPERTY ASSESSMENT ----- THIS IS NOT A BILL

This is your corrected notice of property assessment for the property identified
below as of January 1, 2011

CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1 W8
CANADA

TMK/PARCEL ID: 3-9-008-003-0014

LAND AREA: Square Feet
LAND CLASS: APARTMENT

ASSESSED VALUATION

	VALUE	EXEMPTION	NET TAXABLE
BUILDING	255,500	0	255,500
LAND	72,300	0	72,300
TOTAL	327,800	0	327,800

OWNERSHIP DATA

FEE OWNER

CADWALLADER, HAROLD
CADWALLADER, VERNA F

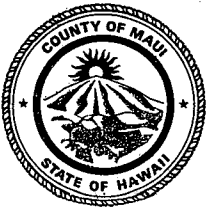
LESSEE/ASSIGNEE

GENERAL PROPERTY DATA

1. County Council will adopt the 2011 tax rates on or before June 20, 2011.
2. Property Address: 1310 ULUNI RD 204
3. Exemption Allowed:
4. Special Assessment:

The assessed value represents 100% of the fee simple market value of your property. The Assessor uses acceptable mass appraisal methods & standards to arrive at estimates of fair market value. 2011 assessments were derived using comparable market sales that recorded up to June 30, 2010.

Questions, call (808) 270-7297 or visit www.mauipropertytax.com. Deadline to file an appeal to the Board of Review or Tax Appeal Court is April 11, 2011.



COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732-2196
Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT – JANUARY 1, 2015

THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

2383***47***0.382**1/1*
CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1 W8
CANADA



390080030014

ADDITIONAL INFORMATION ON REVERSE

Classification: HOTEL / RESORT

Land area:

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	70,500	0	70,500
BUILDING	286,100	0	286,100
TOTAL	356,600	0	356,600

SITUS:
1310 ULUNI RD 204

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2014. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

GO PAPERLESS:

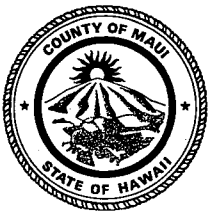
If you prefer a paperless version of next year's notice go to eNoticesOnline.com and register using this code: MAU-0JMDIHE8

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:





COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732-2196
Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT – JANUARY 1, 2016

THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

2759***47***0.382**1/1*
CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1 W8
CANADA

ADDITIONAL INFORMATION ON REVERSE

Classification: HOTEL / RESORT

Land area:

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	70,500	0	70,500
BUILDING	312,900	0	312,900
TOTAL	383,400	0	383,400

SITUS:
1310 ULUNI RD 204

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2015. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

GO PAPERLESS:

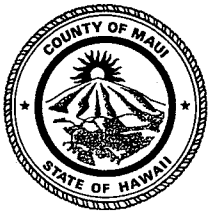
If you prefer a paperless version of next year's notice go to eNoticesOnline.com and register using this code: **MAU-0JMDIHE8**

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:





COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732-2196
Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT – JANUARY 1, 2017

THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

62208 1 <***1/1**G46**
CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1 W8
CANADA



ADDITIONAL INFORMATION ON REVERSE

Classification: HOTEL / RESORT

Land area:

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	70,500	0	70,500
BUILDING	313,000	0	313,000
TOTAL	383,500	0	383,500

SITUS:
1310 ULUNI RD 204

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2016. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

GO PAPERLESS:

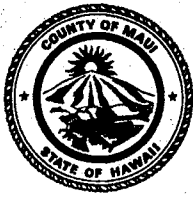
If you prefer a paperless version of next year's notice go to eNoticesOnline.com and register using this code: MAU-0JMDIHE8

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:





County Of Maui
Department of Finance
Real Property Assessment Division
70 E. Kaahumanu Avenue
Suite A-16
Kahului, Hawaii 96732

COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT – JANUARY 1, 2020
for real property taxes due July 1, 2020 through June 30, 2021
THIS IS NOT A BILL

64426***G46**0.382**1/2*****SNGLP
CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1W8
CANADA

TAX MAP KEY: 3-9-008-003-0014

**ADDITIONAL
INFORMATION ON REVERSE**



Classification: SHORT TERM RENTAL	Land area:
-----------------------------------	------------

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	89,700	0	89,700
BUILDING	497,300	0	497,300
TOTAL	587,000	0	587,000

SITUS:

1310 ULUNIU RD 204

1-24-20_v2

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2019. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

GO PAPERLESS:

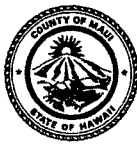
If you prefer a paperless version of next year's notice go to eNoticesOnline.com and register using this code: **MAU-0JMDIHE8**

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:





COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY
ASSESSMENT DIVISION
110 'ALA'IHI ST UNIT 110
KAHULUI HI 96732-3562

COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION

Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT - JANUARY 1, 2021
for real property taxes due July 1, 2021 through June 30, 2022
THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

**ADDITIONAL
INFORMATION ON REVERSE**



063363 CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1W8
CANADA

Classification: **SHORT TERM RENTAL**

Land Area:

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	89,700	0	89,700
BUILDING	408,900	0	408,900
TOTAL	498,600	0	498,600

SITUS:

1310 ULUNIU RD 204

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2020. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

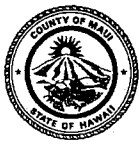
GO PAPERLESS:

If you prefer a paperless version of next year's notice go to MauiAssessmentNotice.emsshi.com
and register using this code: **MTA_3Z69YIQR**

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:



COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY
ASSESSMENT DIVISION
110 'ALA'IHI ST UNIT 110
KAHULUI HI 96732-3562

COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT - JANUARY 1, 2022
for real property taxes due July 1, 2022 through June 30, 2023
THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

064051 CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1W8
CANADA

**ADDITIONAL
INFORMATION ON REVERSE**



Classification: SHORT TERM RENTAL

Land Area:

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	98,700	0	98,700
BUILDING	518,600	0	518,600
TOTAL	617,300	0	617,300

SITUS:

1310 ULUNI RD 204

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2021. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

GO PAPERLESS:

If you prefer a paperless version of next year's notice go to MauiAssessmentNotice.emsshi.com
and register using this code: **MTA_3Z69YIQR**

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:



COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY
ASSESSMENT DIVISION
110 'ALA'IHI ST UNIT 110
KAHULUI HI 96732-3562

COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
Assessment: (808) 270-7297 | Fax: (808) 270-7884 www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT - JANUARY 1, 2024
for real property taxes due July 1, 2024 through June 30, 2025
THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

064472 CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1W8
CANADA

**ADDITIONAL
INFORMATION ON REVERSE**



Classification: TVR-STRH

Land Area:

	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE
LAND	196,100	0	196,100
BUILDING	654,700	0	654,700
TOTAL	850,800	0	850,800

SITUS:

1310 ULUNIU RD 204

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2023. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

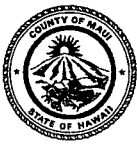
GO PAPERLESS:

If you prefer a paperless version of next year's notice go to MauiAssessmentNotice.emsshi.com
and register using this code: **MTA_3Z69YIQR**

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:



COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY
ASSESSMENT DIVISION
110 'ALA'IHI ST UNIT 110
KAHULUI HI 96732-3562

COUNTY OF MAUI
DEPARTMENT OF FINANCE
REAL PROPERTY ASSESSMENT DIVISION
Assessment: (808) 270-7297 | www.mauipropertytax.com

NOTICE OF REAL PROPERTY ASSESSMENT - JANUARY 1, 2025
for real property taxes due ~~July 1, 2025~~ through June 30, 2026
THIS IS NOT A BILL

TAX MAP KEY: 3-9-008-003-0014

**ADDITIONAL
INFORMATION ON REVERSE**



064671 CADWALLADER, HAROLD
6680 EAGLES DR
BURNABY BC V5E 1W8
CANADA

Classification: TVR-STRH	Land Area:
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	ASSESSMENT	EXEMPTION	NET TAXABLE VALUE	SITUS:
LAND	196,100	0	196,100	1310 ULUNIU RD 204
BUILDING	772,700	0	772,700	
TOTAL	968,800	0	968,800	

Special assessment:

Assessments were derived using comparable sales that recorded up to June 30, 2024. The assessed values represent 100% of the full, unencumbered fee simple market value. The Assessor uses acceptable mass appraisal methods and standards. A separate notice of assessment will be sent for each land class.

EXEMPTION INFORMATION:

IMPORTANT EXEMPTION NOTES: Each property owner who has been allowed an exemption has the duty to report to the Assessor within 30 days after ceasing to qualify for the exemption. Failure to make a report within the time required is a civil penalty plus the difference in taxes due.

GO PAPERLESS:

If you prefer a paperless version of next year's notice go to MauiAssessmentNotice.emsshi.com
and register using this code: **MTA_3Z69YIQR**

FEE OWNERS:

CADWALLADER, HAROLD
CADWALLADER, VERNA F

LESSEES/ASSIGNEES:

Friday, Nov. 27, 2015

THE SENATE
TWENTY-EIGHTH LEGISLATURE, 2015
STATE OF HAWAII

S.B. NO. 519
S.D. 2
H.D. 3
C.D. 1

A BILL FOR AN ACT

RELATING TO TAXATION.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

1 SECTION 1. The legislature finds that section 521-43(f),
2 Hawaii Revised Statutes, as part of the landlord-tenant code,
3 requires an owner or landlord who lives out of state or on a
4 different island than the island on which the rental unit is
5 located to designate an agent who resides on the same island to
6 act on the owner's or landlord's behalf. Section 521-7, Hawaii
7 Revised Statutes, also clearly states that the only exemption
8 from the landlord-tenant code for transient rentals is transient
9 occupancy on a day-to-day basis in a hotel or motel.

10 The legislature also finds that the landlord-tenant code
11 focuses on consumer protection. Requiring operators who live on
12 a different island from their transient accommodation property
13 or out of state to designate a local contact is an important
14 aspect of consumer protection. A contact person located on the
15 same island as the transient accommodation is essential in the
16 case of an emergency or natural disaster. A local contact is
17 also vital if any questions, concerns, or property issues arise
18 regarding the transient accommodation. All operators of



1 transient accommodations who live out of state or on a different
2 island must identify a local contact.

3 SECTION 2. Section 235-20.5, Hawaii Revised Statutes, is
4 amended by amending subsection (a) to read as follows:

5 "(a) There is established a tax administration special
6 fund, into which shall be deposited:

7 (1) Fees collected under sections 235-20, 235-110.9, and
8 235-110.91;

9 ~~[(+)]~~ (2) ~~[(+)]~~ Revenues collected by the special enforcement section
10 pursuant to section 231-85; provided that in each
11 fiscal year, of the total revenues collected by the
12 special enforcement section, all revenues in excess of
13 ~~[\$500,000]~~ \$700,000 shall be deposited into the
14 general fund~~[-]~~; and

15 (3) Fines assessed pursuant to section 237D-4."

16 SECTION 3. Section 237D-1, Hawaii Revised Statutes, is
17 amended as follows:

18 1. By adding two new definitions to be appropriately
19 inserted and to read:

20 "Local contact" means an individual residing on the same
21 island as the transient accommodation or resort time share



1 vacation unit or an entity with a place of business and at least
2 one employee, officer, partner, member, or other person working
3 on behalf of the company who is residing on the same island as
4 the transient accommodation or resort time share vacation unit.

5 "Transient accommodations broker" means any person or
6 entity, including but not limited to persons who operate online
7 websites, online travel agencies, or online booking agencies,
8 that offers, lists, advertises, or accepts reservations or
9 collects whole or partial payment for transient accommodations
10 or resort time share vacation interests, units, or plans."

11 2. By amending the definition of "transient
12 accommodations" to read:

13 "Transient accommodations" means the furnishing of a room,
14 apartment, suite, single family dwelling, or the like [~~which is~~
15 ~~customarily occupied by~~] to a transient for less than one
16 hundred eighty consecutive days for each letting [~~by~~] in a
17 hotel, apartment hotel, motel, condominium property regime or
18 apartment as defined in chapter 514A or unit as defined in
19 chapter 514B, cooperative apartment, dwelling unit, or rooming
20 house that provides living quarters, sleeping, or housekeeping



1 accommodations, or other place in which lodgings are regularly
2 furnished to transients [~~for consideration~~]."

3 SECTION 4. Section 237D-4, Hawaii Revised Statutes, is
4 amended to read as follows:

5 **"§237D-4 Certificate of registration.** (a) Each operator
6 or plan manager as a condition precedent to engaging or
7 continuing in the business of furnishing transient
8 accommodations or in business as a resort time share vacation
9 plan shall register with the director the name and address of
10 each place of business within the State subject to this chapter.
11 The operator or plan manager shall make a one-time payment as
12 follows:

- 13 (1) \$5 for each registration for transient accommodations
14 consisting of one to five units;
15 (2) \$15 for each registration for transient accommodations
16 consisting of six or more units; and
17 (3) \$15 for each resort time share vacation plan within
18 the State;
19 upon receipt of which the director shall issue a certificate of
20 registration in such form as the director determines, attesting
21 that the registration has been made. The registration shall not



1 be transferable and shall be valid only for the operator or plan
2 manager in whose name it is issued and for the transaction of
3 business at the place designated therein. Acquisition of
4 additional transient accommodation units after payment of the
5 one-time fee shall not result in additional fees.

6 (b) The registration, or in lieu thereof a notice stating
7 where the registration may be inspected and examined, shall at
8 all times be conspicuously displayed at the place for which it
9 is issued. [~~Acquisition of additional transient accommodation~~
10 ~~units after payment of the one time fee shall not result in~~
11 ~~additional fees.~~] The name, phone number, and electronic mail
12 address of the local contact shall at all times be conspicuously
13 displayed in the same place as the registration or the same
14 place as the notice stating where the registration may be
15 inspected and examined. Failure to meet the requirements of
16 this subsection shall be unlawful. The department may issue
17 citations to any person who fails to conspicuously display the
18 registration or notice, or the local contact's name, phone
19 number, or electronic mail address as required by this
20 subsection. A citation issued pursuant to this subsection for
21 each transient accommodation or resort time share vacation



1 interest, plan, or unit in violation of this subsection shall
2 include a monetary fine of not less than:

3 (1) \$500 per day, for a first violation for which a
4 citation is issued;

5 (2) \$1,000 per day, for a second violation for which a
6 citation is issued; and

7 (3) \$5,000 per day, for a third and any subsequent
8 violation for which a citation is issued.

9 (c) Any advertisement, including an online advertisement,
10 for any transient accommodation or resort time share vacation
11 interest, plan, or unit shall conspicuously provide:

12 (1) The registration identification number or an
13 electronic link to the registration identification
14 number of the operator or plan manager issued pursuant
15 to this section; and

16 (2) The local contact's name, phone number, and electronic
17 mail address, provided that this paragraph shall be
18 considered satisfied if this information is provided
19 to the transient or occupant prior to the furnishing
20 of the transient accommodation or resort time share
21 vacation unit.



1 (d) Failure to meet the requirements of subsection (c)
2 shall be unlawful. The department may issue citations to any
3 person, including operators, plan managers, and transient
4 accommodations brokers, who violates subsection (c). A citation
5 issued pursuant to this subsection for each transient
6 accommodation or resort time share vacation interest, plan, or
7 unit in violation of subsection (c) shall include a monetary
8 fine of not less than:

9 (1) \$500 per day, for a first violation for which a
10 citation is issued;

11 (2) \$1,000 per day, for a second violation for which a
12 citation is issued; and

13 (3) \$5,000 per day, for a third and any subsequent
14 violation for which a citation is issued.

15 (e) The registration provided for by this section shall be
16 effective until canceled in writing. Any application for the
17 reissuance of a previously canceled registration identification
18 number shall be regarded as a new registration application and
19 shall be subject to the payment of the one-time registration
20 fee. The director may revoke or cancel any license issued under
21 this chapter for cause as provided by rule under chapter 91.



1 [~~(b)~~] (f) If the license fee is paid, the department shall
2 not refuse to issue a registration or revoke or cancel a
3 registration for the exercise of a privilege protected by the
4 First Amendment of the Constitution of the United States, or for
5 the carrying on of interstate or foreign commerce, or for any
6 privilege the exercise of which, under the Constitution and laws
7 of the United States, cannot be restrained on account of
8 nonpayment of taxes, nor shall section 237D-14 be invoked to
9 restrain the exercise of such a privilege, or the carrying on of
10 such commerce.

11 [~~(e)~~] (g) Any person who may lawfully be required by the
12 State, and who is required by this chapter, to register as a
13 condition precedent to engaging or continuing in the business of
14 furnishing transient accommodations or as a plan manager subject
15 to taxation under this chapter, who engages or continues in the
16 business without registering in conformity with this chapter,
17 shall be guilty of a misdemeanor. Any director, president,
18 secretary, or treasurer of a corporation who permits, aids, or
19 abets such corporation to engage or continue in business without
20 registering in conformity with this chapter, shall likewise be
21 guilty of a misdemeanor. The penalty for the misdemeanors shall



1 be the same as that prescribed by section [~~231-34~~] 231-35 for
2 individuals, corporations, or officers of corporations, as the
3 case may be, for violation of that section.

4 (h) Any monetary fine assessed under this section shall be
5 due and payable thirty days after issuance of the citation,
6 subject to appeal rights provided under this subsection.
7 Citations may be appealed to the director of taxation or the
8 director's designee."

9 SECTION 5. If any provision of this Act, or the
10 application thereof to any person or circumstance, is held
11 invalid, the invalidity does not affect other provisions or
12 applications of the Act that can be given effect without the
13 invalid provision or application, and to this end the provisions
14 of this Act are severable.

15 SECTION 6. Statutory material to be repealed is bracketed
16 and stricken. New statutory material is underscored.

17 SECTION 7. This Act shall take effect on January 1, 2016.

18



Report Title:

Vacation Rentals; Transient Accommodations Tax; Registration;
Advertisements

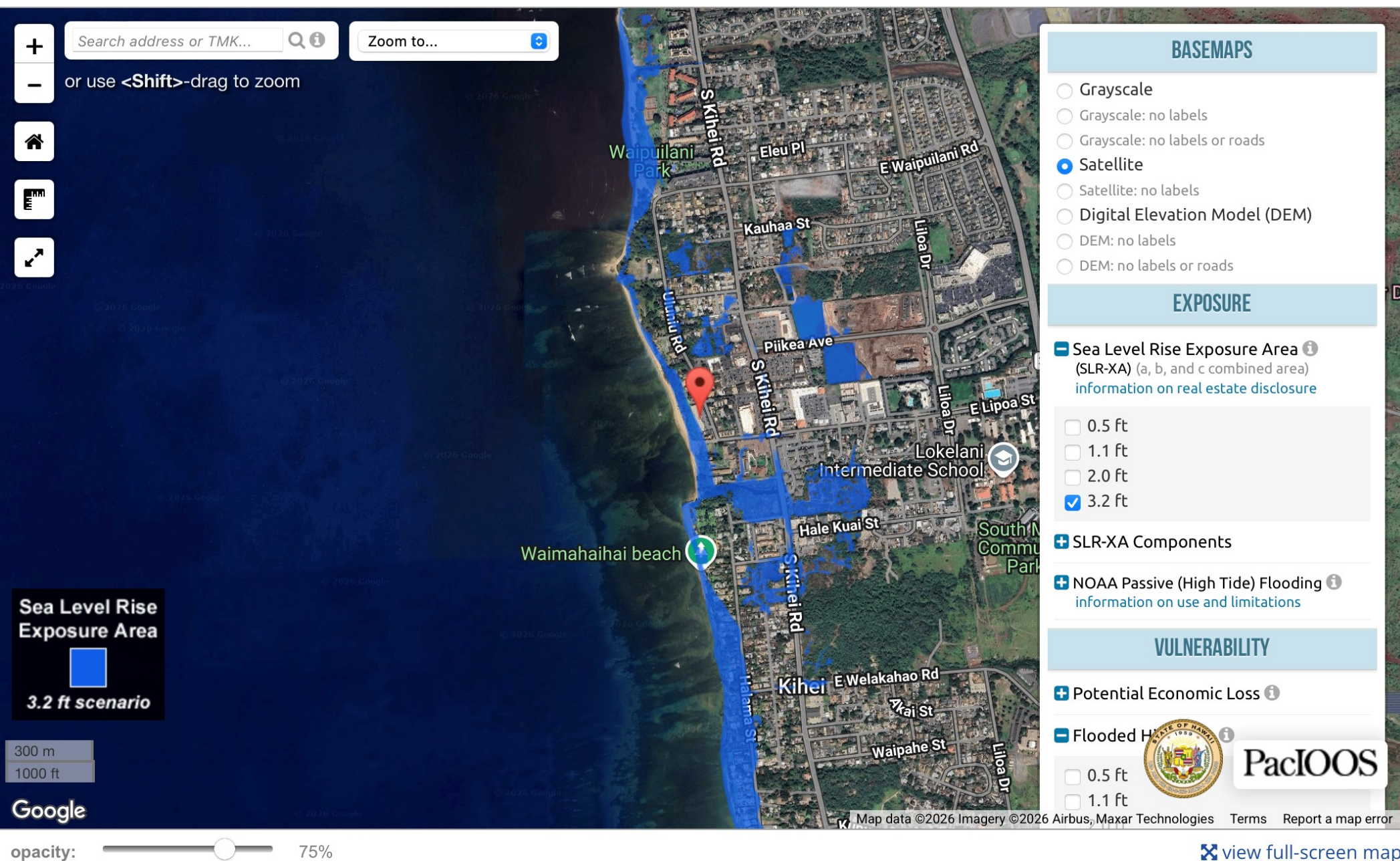
Description:

Authorizes fines to be deposited into the tax administration special fund. Increases the balance that may be retained in the tax administration special fund in each fiscal year. Authorizes DOTAX to enforce civil penalties for operators and plan managers who fail to display the certificate of registration and registration ID numbers for transient accommodations and resort time share vacation plans. Authorizes DOTAX to issue citations for failure to provide the registration identification number or link to the number and the contact information of the local contact in an advertisement for a transient accommodation or resort time share vacation plan. Takes effect 1/1/16. (CD1)

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.



An Interactive Mapping Tool in Support of the State of Hawai'i Sea Level Rise Vulnerability and Adaptation Report



HLU Committee

From: dtbenson@telus.net
Sent: Friday, July 3, 2026 11:15 AM
To: HLU Committee; Thomas M. Cook; Nohe M. Uu-Hodgins; Maui_County Council_mailbox; County Clerk
Subject: Flood Insurance Availability, Sea Level Rise Exposure, and Housing Affordability

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

Flood Insurance Availability, Sea Level Rise Exposure, and Housing Affordability

The existing insurance structure for these condominium units raises significant concerns regarding both financial risk and long-term housing viability. Although the AOA maintains a flood insurance policy, that policy provides only limited protection and does not insure the full value of the interior dwelling components of individual units. Consequently, owners remain exposed to potentially substantial uninsured losses. In the event of a significant flood, an individual owner could reasonably incur an unreimbursed loss of anywhere from \$150,000 to \$250,000 for damage to the interior improvements of the unit.

The availability of supplemental flood insurance is also severely constrained. Because the master policy already utilizes the available FEMA/NFIP building coverage, individual unit owners generally cannot obtain separate NFIP dwelling coverage for their units. While private flood insurance may theoretically be available, the market appears to be extremely limited. Some owners have been declined to receive quotations for private flood coverage, and where coverage is available, premiums and policy limitations may render it impractical. As a result, many owners may have no meaningful opportunity to fully insure their dwelling interests against flood loss.

This circumstance materially shifts coastal hazard risk from the insurance market to individual homeowners. A purchaser seeking long-term or workforce housing could acquire an oceanfront residence subject to documented flood and sea level rise hazards while bearing substantial uninsured financial exposure. Such a transfer of risk is inconsistent with the policy objectives typically associated with affordable or workforce housing, which are intended to improve housing security rather than increase financial vulnerability.

The property's physical exposure further compounds these concerns. According to the State Sea Level Rise Viewer, the projected 3.2-foot sea level rise exposure area extends onto the Hale Kai O'Kihei property and into portions of the developed site. This demonstrates that the property is directly affected by projected coastal inundation rather than being an inland residential development with only indirect exposure. These conditions raise legitimate questions regarding future insurability, infrastructure resilience, long-term habitability, maintenance costs, and the overall sustainability of residential occupancy at the site.

The economic realities are equally significant. A one-bedroom unit at this price point is not affordable under standard housing-cost benchmarks. Even with a conventional 20% down payment, the monthly carrying costs remain far above what a moderate-income household can reasonably absorb. Those costs include principal and interest, owner-occupied property taxes, AOA assessments, HO-6 insurance, and a conservative placeholder for private or excess flood insurance if such coverage can be obtained. Under the widely accepted standard that housing costs should not exceed 30% of gross household income, a purchaser would need an income well above the level supported by Maui County affordability standards. By comparison, the 2026 Maui County affordability limit for a two-person household at 30% of Area Median Income is substantially lower, leaving a significant monthly affordability gap as shown below.

Item	Amount
------	--------

Purchase price	\$700,000 to \$800,000
Down payment (20%)	\$140,000 to \$160,000
Item	Amount
Estimated monthly carrying cost	\$5000 to \$6000
Required annual income at 30% affordability standard	\$200,000 to \$240,000
2026 Maui County affordability limit (2-person household, 30% AMI)	\$2,960/month
Estimated monthly affordability gap	(-2000) to (-3040)

The same affordability concerns apply to larger 2-bedroom units that are priced \$200,000 to \$300,000 higher than a one-bedroom unit, which remain well beyond standard housing cost thresholds.

These calculations are intentionally conservative. They exclude utilities, routine maintenance, special assessments, capital repair costs, closing expenses, private mortgage insurance where applicable, and the likelihood of future increases in insurance premiums and association assessments. Consequently, the actual cost of ownership is likely to exceed these estimates.

Taken together, the insurance limitations, documented sea level rise exposure, and projected ownership costs demonstrate that these units do not reasonably function as affordable housing for the households they are purported to serve. Instead, purchasers would assume substantial uninsured coastal hazard risk while facing ownership costs that substantially exceed established affordability thresholds.

Regards,
Dale Benson
Hale Kai O Kihei 304

HLU Committee

From: mjac247529@aol.com
Sent: Friday, July 3, 2026 10:13 AM
To: HLU Committee
Cc: Thomas M. Cook; Nohe M. Uu-Hodgins; County Clerk; Maui_County Council_mailbox
Subject: RE: Hale Kai O'Kihei Affordability & Flood Zone Complexity Factors.
Attachments: Image (268).jpg; Image (269).jpg

You don't often get email from mjac247529@aol.com. [Learn why this is important](#)

Dear Chair and Members of the Maui County Council,

Please find within this email my (2 page) .jpg testimony submitted for the meeting scheduled for 7/6/2026 in regards to Bill 9 & Bill 88.

Thank you in advance for your thoughtful consideration of this request and for your continued work to address Maui's housing challenges in the future.

Regards,
Martin Jackson
Hale Kai O'Kihei (unit #302)

7/3/2026

RE: Hale Kai O'Kihei Affordability & Flood Zone Complexity Factors.

Dear Chair and Members of the Maui County Council,

I respectfully request that Hale Kai O'Kihei be reviewed to remain as a (STR) property for many factors which include the following:

1. Age of complex (Built 1969)
2. Was designed for (STR) for the following reasons:
 - a. Interior size and general layout.
 - b. Very limited storage of any kind.
 - c. 1 vehicle space with no additional overflow.
 - d. High HOA expenses.
 - e. Special Assessments which will only increase due to location and age of complex.

This is just a few key points, but today we need to focus on several key factors and that is the availability of attainable housing for Maui residents, the whole reason behind Bill 9. However, Hale Kai O'Kihei is not a property that can realistically achieve that objective due to two major factors: affordability and its vulnerability to sea level rise and coastal flooding. Hale Kai O'Kihei sits within the Special Flood Hazard Zone (SFHA).

As mentioned above Bill 9 was designed to create housing opportunities for local residents. At Hale Kai O'Kihei, however, the cost of ownership places these units well beyond the reach of most working families. Even if short-term rentals were prohibited, the units would still remain expensive to purchase, and maintain. Buyers would still face market-rate purchase prices, homeowners association dues, special Assessments as already mentioned above, property taxes and insurance premiums if you can find an insurance company to carry, and other expenses that simply when added up makes these units unattainable for the majority of Maui's workforce. Restricting vacation rentals does not automatically create affordable housing.

(Please note even the passing by the County of Maui a special disaster-recovery housing program called "Hoo'okumu Hou First-Time Homebuyer Opportunity Program" after the 2023 Lahaina wildfires. This program can provide up to \$600,000 in assistance to certain buyers primarily aimed at the families displaced by the wildfires).

This program would not be able to be applied to Hale Kai O'Kihei because of the Special Flood Zoning Area and the building was built prior to the cut-off of 1978.

In addition, Hale Kai O'Kihei is a low-lying, oceanfront property that is increasingly vulnerable to coastal flooding, erosion, and the long-term impacts of sea level rise. These environmental risks create uncertainty for current and future owners and contribute to rising insurance costs if you can even find an insurer to cover such a complex.

The limitations on future improvements or redevelopment. As climate-related risks continue to grow, these factors will only become more significant as time go on.

These realities make Hale Kai O'Kihei fundamentally different from properties that may be suitable for long-term residential conversion. A property facing ongoing coastal hazards risks is unlikely to provide a sustainable or practical solution to Maui's long-term housing needs.

The County has recognized that not every apartment-zoned condominium is equally capable of serving as attainable housing. In evaluating properties for exemption, I respectfully ask the Council to consider whether Hale Kai O'Kihei can realistically provide safe, attainable, and sustainable housing for local residents over the long term.

In closing the high cost of ownership and its exposure to sea level rise and coastal flood hazards, Hale Kai O'Kihei does not appear to meet the underlying policy objective of the Bills. Including the property to remain operating as an (STR) complex would allow the County to focus its housing efforts on locations where long-term residential use is both economically attainable and environmentally sustainable.

Thank you for your thoughtful consideration of this request and for your continued work to address Maui's housing challenges in the future.

Respectfully,

Martin Jackson
Hale Kai O'Kihei,
Kihei, Maui HI. (Unit #302).

HLU Committee

From: Nicola Dourambeis <ndoura@gmail.com>
Sent: Friday, July 3, 2026 7:00 AM
To: Nohe M. Uu-Hodgins; Yukilei Sugimura
Cc: HLU Committee
Subject: RE: Resolution 26-110 – Additional Information Regarding Kaanapali Royal

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

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

Thank you for the considerable time and effort devoted to Resolution 26-110 and for the thoughtful discussion during the Housing and Land Use Committee meeting.

The purpose of this message is to provide additional factual information regarding Kaanapali Royal based on primary source documents.

Remaining Leasehold Interests

Recorded documents maintained by the Hawaii Bureau of Conveyances confirm that Kaanapali Royal contains three remaining leasehold units, all with lease expiration dates of **December 31, 2045**:

-
-
- A302 – TMK 440080230006 (Document No. 1022934)
-
-
-
- B202 – TMK 440080230011 (Document No. 1026127)
-
-
-
- Q302 – TMK 440080230104 (Document No. 1040486)
-

Historical Occupancy

During the hearing, testimony stated that Kaanapali Royal was 54% owner occupied in 2015. That is incorrect. The only publicly available source identified for that figure was the Hawaii State Condo Guide:

<https://www.thehawaiistatecondoguide.com/maui/KAANAPALIROYAL.html>

The website lists "Owner Occupancy: 54%" but does not identify the year, define "owner occupied," or explain how the figure was calculated. It also includes the following disclaimer:

"All data contained in this website gathered from public sources and has not been verified by website owners."

Kaanapali Royal's records identify 59 units operating as short term rentals in 2015, representing approximately 56% of the property's 105 units.

Based on Maui County property tax records, approximately 35 units were second homes and about 11 had the owner occupied tax exemption. A small number of the second homes may also have been long term rentals.

Because Maui County's online property tax records only go back to 2017, the 2015 occupancy was estimated using ownership history and sales records. While approximate, the figures provide a reasonable picture of how the property was being used.

Following Maui County's adoption of the "highest and best use" property tax classification in 2020, some owners converted their second homes to short term rentals in response to significantly higher property taxes. As a result, second homes declined while short term rentals increased. Full time residences nevertheless remained a minority within the property. This is also true today.

Closing

I respectfully submit this information with the goal of providing a clear and accurate picture of Kaanapali Royal based on available records. We are more than happy to provide you with additional information, as needed.

Mahalo for your time and consideration.

Nicola

HLU Committee

From: aminasian <aminasian@aol.com>
Sent: Friday, July 3, 2026 6:55 AM
To: HLU Committee
Subject: Hale Kai O'Kihei inclusion in zoning changes

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Hale Kai O'Kihei at 1310 Uluniu Road should be included in the proposed zoning changes due to being located in the Sea Level Rise Exposure Area (SLR-XA) and lack of affordability.

EXPOSURE TO SEA LEVEL RISE

Hale Kai O'Kihei is one of the closest, if not the closest, condominium complex to the shoreline in South Maui with no meaningful buffer between the complex and the active coastal zone.

- Hale Kai O'Kihei is a non-elevated, slab-on-grade, three-story masonry building. Our first-floor height is stated as 1.1 feet.
- Hale Kai O'Kihei occurs within the 3.2-foot Sea Level Rise Exposure Area, commonly referred to as the 3.2-foot SLR-XA, as mapped in the Hawai'i Sea Level Rise Viewer. The draft record states that sea-level-rise exposure encroaches on the building structure itself.
- The 3.2-foot SLR-XA identifies exposure to chronic coastal hazards associated with sea-level rise, including active and passive flooding, annual high-wave flooding, and coastal erosion.
- The individual units are essentially uninsurable for flood loss. The AOA has a master flood policy, but that policy is limited and does not provide owners with anything near full individual dwelling protection. This would be an approximately \$200,000 out of pocket loss for individual dwelling owners or landlords. Since the master flood coverage is already maxed out, individual owners would not be able to obtain separate FEMA/NFIP dwelling coverage for their units. Private flood coverage, if available, can be extremely expensive or limited. Owners have reported they have been unable to get underwriters to quote private flood policies.

NOT SUITABLE AS AFFORDABLE WORKFORCE HOUSING

Even though our property values have decreased by over 20% in the last couple years, the cost to purchase a one-bedroom or two-bedroom unit in our complex is still not affordable due to its beachfront location, insurance, association fees, etc. As for long term renting, the high cost of ownership makes long term rental of the units an unsustainable money losing proposition.

For a one-bedroom unit priced at \$749,000:

- \$5,448 is the estimated monthly carrying cost with a 20% down payment. This includes mortgage principal and interest, property tax, AOA fees, HO-6 insurance, and a private/excess flood insurance placeholder if obtainable.
- A household would need approximately \$217,920 in gross annual income (if we use the standard 30% housing-cost threshold).

- By comparison, the 2026 Maui County two-person household 30% AMI affordability limit is only \$2,960 per month, leaving an estimated monthly affordability gap of \$2,488.

For a two-bedroom unit with an estimated value of \$904,792:

- *\$6,474 is the estimated monthly carrying cost with a 20% down payment. This includes mortgage principal and interest, property tax, AOA fees, HO-6 insurance, and a private/excess flood insurance placeholder if obtainable.
- A household would need approximately \$258,996 in gross annual income (if we use the standard 30% housing-cost threshold).
- This monthly housing cost is well above the affordability limit.

It's important to note that these numbers do not include utilities, repairs, special assessments, closing costs, private mortgage insurance, or likely future increases in insurance and AOA costs.

Ari Minasian
1310 Uluniu Road #318

HLU Committee

From: Assistant HI <assistanthi@gmail.com>
Sent: Friday, July 3, 2026 6:19 AM
To: HLU Committee
Subject: BILL 88

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

Dear Council Members,

I am writing as the owner of a unit at KOA Resort (811 S Kihei Rd) since 2003 to express my concerns regarding Bill 88 and the proposed changes to Short-Term Rental (STR) regulations.

When I purchased my property, STR was a permitted option, as reflected in our bylaws. For my family, utilizing STR has been the only way to afford the high maintenance fees—currently over \$1,500 per month—and our mortgage. These costs make the property inherently unaffordable for local families, and therefore removing the STR option does not create "affordable housing." Since 2018, we have operated as an STR while consistently paying all applicable County taxes.

I am concerned about the potential for preferential treatment regarding which properties are included in the H1 or H2 designations. KOA Resort was originally listed as an A1 property, similar to several properties recently added to Bill 88 via amendment. This inconsistency creates a sense of unfairness that often leads to legal challenges against the County. Furthermore, the County relies heavily on STR tax revenue to fund critical infrastructure and disaster recovery, such as flood damage repairs in Kihei.

I respectfully request that the Council uphold the original Minatoya list and refrain from adding additional properties. If the Council wishes to limit STRs, I suggest halting the approval of new permits moving forward rather than stripping existing rights from current homeowners. Taking away established property rights is unconstitutional and will likely result in further litigation.

I ask that the Council allow the properties on the Minatoya list to continue STR operations to ensure a process free from prejudice or favoritism.

Respectfully,

Don and Caprice Witt
KOA Resort Owners since 2003

HLU Committee

From: Carl Gann <kerygmacarl@yahoo.com>
Sent: Friday, July 3, 2026 6:17 AM
To: HLU Committee
Subject: Testimony for Resolution 26-110

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

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

I am in support of Resolution 26-110 and moving this forward. Ma'alaea Kai is appropriate for rezoning from A-2 Apartment District to H-4 Hotel District. Ma'alaea Kai is listed on Exhibit 2 in the TIG report. Ma'alaea Kai has long functioned as a visitor accommodation for short-term rentals due to its location. There is a high cost of ownership and maintenance. It is not suitable for affordable housing. It is also located in a sea-level rise exposure area.

Ma'alaea Kai has historically functioned as a hotel condominium. Units have traditionally had daily rates, concierge services, managed on-call condo maintenance services, and weekly or other housekeeping/maid services.

Mahalo for your consideration and for efforts continuing to move this matter forward.

Respectfully,
Carl Gann and Michele E. Torrey
Owners, Ma'alaea Kai 305.

HLU Committee

From: Cheryl Vohaska <cvohaska@gmail.com>
Sent: Friday, July 3, 2026 3:58 AM
To: Thomas M. Cook; Nohe M. Uu-Hodgins; County Clerk; Maui_County Council_mailbox; HLU Committee
Subject: Hale Kai O'Kihei No Escape Route at our 3.2ft Hazard
Attachments: 3.2Ft Hazard No Emergency Escape.png; 3.2ft Sea Level Encroaches Building.png; 3.2ft Erosion Encroaches Building.png

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

Dear Council and HLU Committee,

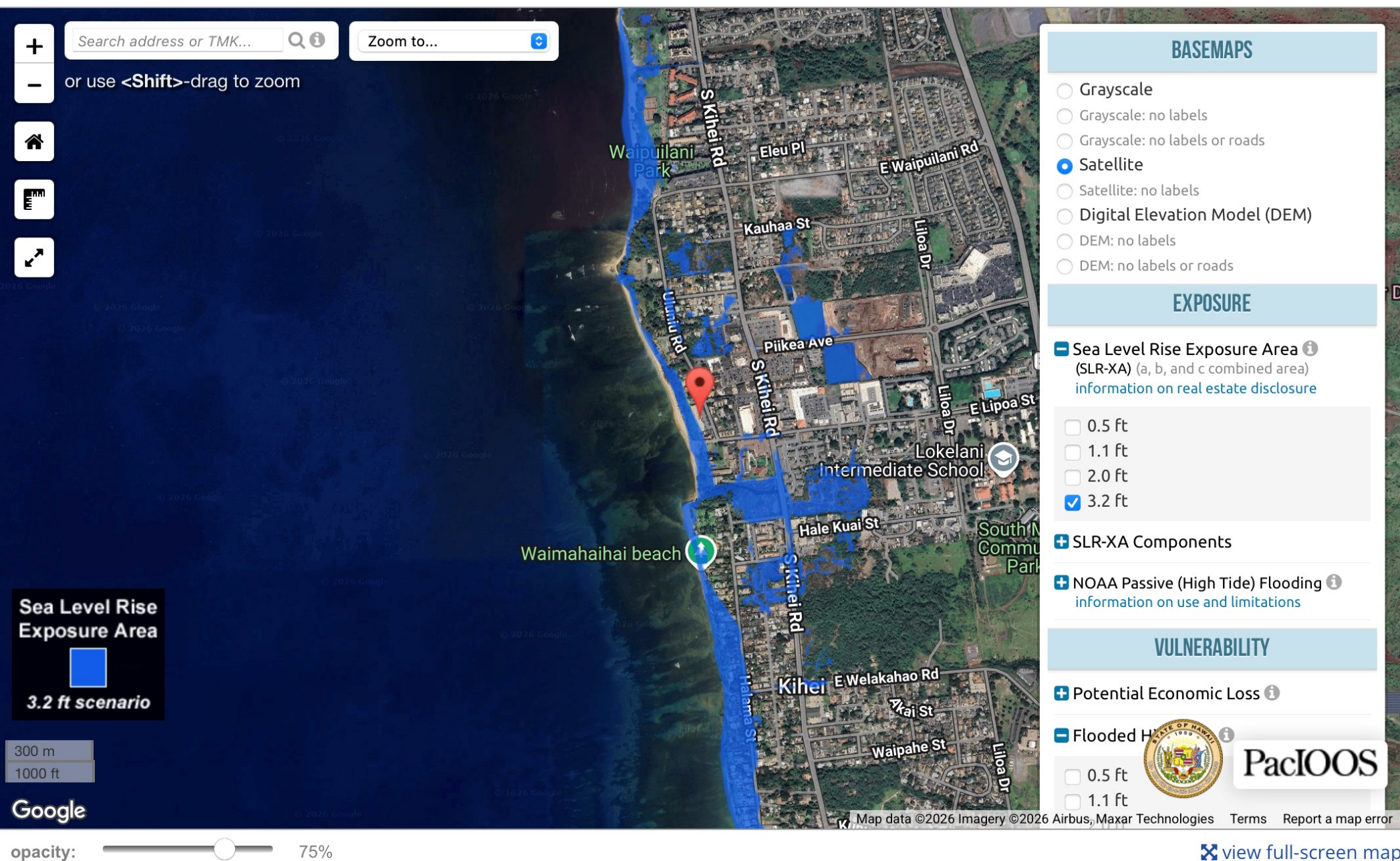
To supplement the packet submitted by our AOAO approved Committee, please add that the following maps were captured today, July 2, 2026.

These maps reflect **there is NO escape / emergency route by road, water intrusion into the building structure and erosion into the building structure.**

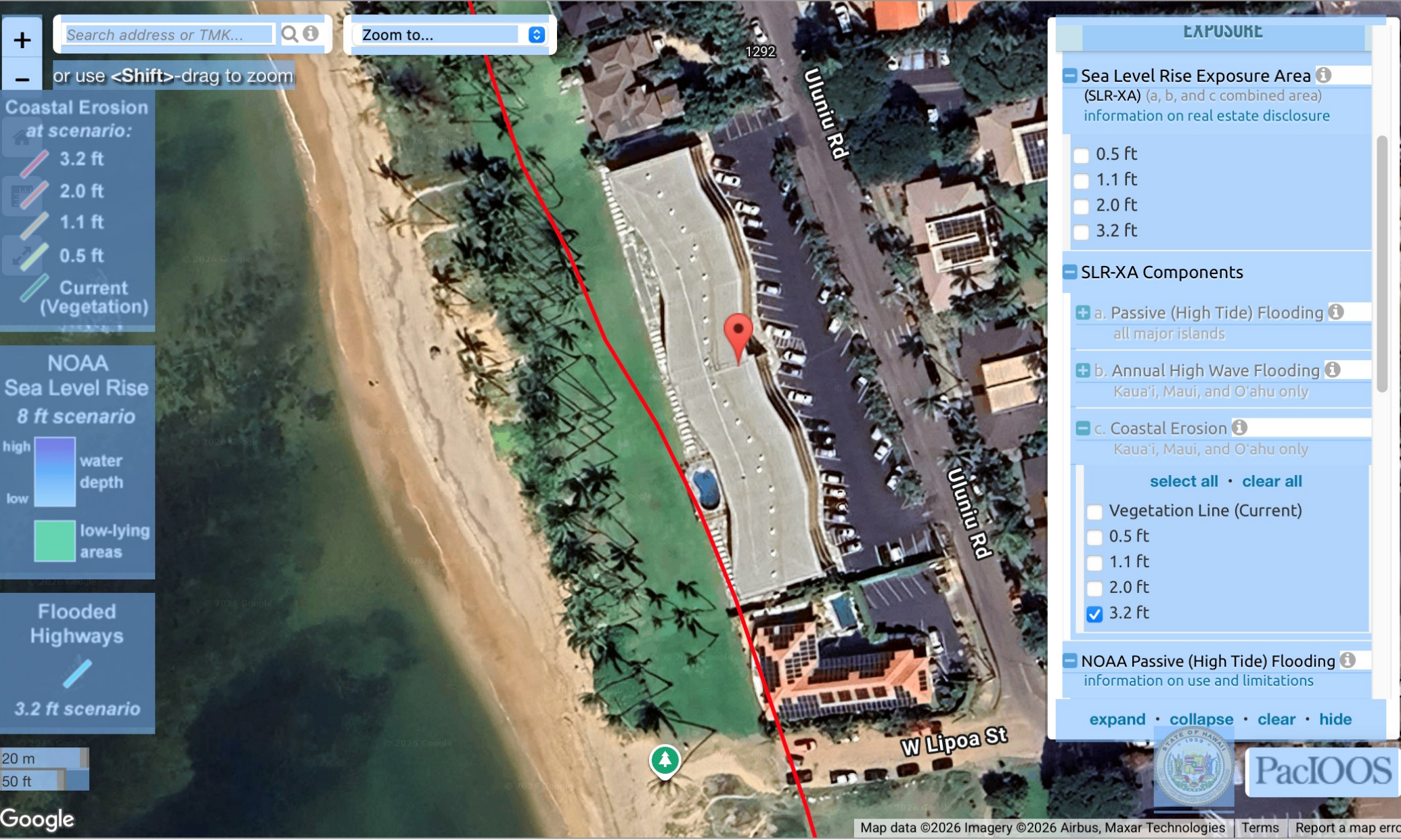
Please include Hale Kai O'Kihei into Council Initiated Hotel Rezoning at this time. Note our main submission that explains uninsurability of individual dwellings.

Respectfully,
Bill and Cheryl Vohaska, Owners

An Interactive Mapping Tool in Support of the State of Hawai'i Sea Level Rise Vulnerability and Adaptation Report







opacity: 75%



HLU Committee

From: Deborah Johnston <scvace@yahoo.com>
Sent: Friday, July 3, 2026 2:27 AM
To: HLU Committee
Subject: Zoning changes

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Hello, I am a landowner with property at 3833 Honoapiilani, Lahaina. I am very concerned about the city wanting to make it LTR. Maui exists on tourism and this will kill tourism. It also will destroy many jobs that are connected with STR. Please consider this in your decision.

Thank you,
Deborah Johnston

HLU Committee

From: Ron Hansen <ronhansen88@gmail.com>
Sent: Friday, July 3, 2026 12:14 AM
To: HLU Committee
Subject: Council Initiated Zoning Changes
Attachments: STR-1.0 HOA Fees.docx; shorelineerosionsaffectingBill88apts_ (1) (2).zip

You don't often get email from ronhansen88@gmail.com. [Learn why this is important](#)

Aloha, HLU Committee Members

Mahalo for your tireless attention to Maui's Apt. zoned properties!

*Let us not burden Maui residents with an offering of the defective apts; contained on the Minatoya list, and, instead, let's continue these 40 to 50 yr. old apts. in their current use...as STRs with vacation rentals providing the only use that is financially feasible, due to their financial burdens of DEFECTIVE:

**PLUMBING that is corroded & outdated as rusting cast iron that was used in most construction in the 1970s and 1980s when these apts were built (example: \$31,945 to \$43,271 per 1 or 2 bedroom unit for a recent Kihei apt. complex.)

**SEWAGE treatment plants (STP) that do not meet current Maui standards.....ie. old style injection wells or/and leaking contaminants "getting by" until a replacement solution is chosen...at typical replacement costs of \$980k to \$1.2M per complex.(example: over half of complexes on Hauoli St. have not yet installed replacements)

**EROSION of property shorelines is eating away at shoreline apt. properties' edges (example: see attached erosion study..all Maalaea properties are affected.)

So let's allow obviously aging Minatoya list apts. to run out their remaining useful life...being utilized as they were designed for, and as they have been used for 40 to 50 yrs. ..as vacation rentals....with expensive owners' fees that are steadily increasing from a \$1,050 average (see Schedule 1.0) to levels of \$1500 to as high as \$2200 per month as defects are taken care of.

***The end result of a defective property is a defective financial (cost) burden for Minatoya list apts. that are offered to Maui residents as "suitable housing"....either occupied as rented or owned.

Respectfully offered,

Ron Hansen, a 22 yr. Maui resident

STR APARTMENTS' HOMEOWNERS ASSN. FEES

Schedule 1.0—May, 2025 Survey

Apartment Complex Address	Monthly HOA Fee 1 Bdrm.	Monthly HOA Fee 2 Bdrm.
191 Kihei Rd.	\$1,042	
2631 S.Kihei Rd.		1,152
100 Hauoli St		1,278
992 S. Kihei Rd.		663
44 Kanani Rd.		888
145 N.Kihei Rd.	1,516	
280 Hauoli St	1,468	
2531 S.Kihei Rd.	860	
2140 Awihi Pl.		830
2474 S.Kihei Rd.		1,081
190 Hauoli St.	680	
2191 S.Kihei Rd.		1,134
2531 S.Kihei Rd.		1,152
15 Kulanihakoia		845
938 S.Kihei Rd.		1,289
1002 S.Kihei Rd.		1,265
940 S.Kihei Rd.	630	
140 Uwapo Rd.		828
145 N. Kihei Rd.	1,516	
679 S. Kihei Rd.	1,050	
1299 Ulunio Rd.		956
483 S. Kihei Rd.		1,166
20 Hauoli St.	928	
777 So. Kihei Rd.	1,193	
2387 So.Kihei Rd.	1,034	
20 Hauoli St.	928	
2777 S. Kihei Rd.	967	
1993 S. Kihei Rd.		1,152
2495 S.Kihei Rd.	740	
70 Hauoli St.		784
2653 S. Kihei Rd.		970
1450 S.Kihei Rd.		1,110
2575 S.Kihei Rd.	994	1,438
AVERAGE FEE PER MONTH	<u>1,036</u>	<u>1,052</u>

Source: All Redfin listings – April/May 2025. Each Apt. complex having 40 to 300+ appts.











DRC ASSOCIATES

2469 Porterfield Ct.
Mountain View, CA. 94040
(408) 439-1456

REAL PROPERTY & BUSINESS VALUATIONS: Independent Expert Analysis

QUALIFICATIONS: - Ronald E. Hansen. MBA. Senior Analyst

The valuations and appraisals performed by DRC Associates in Maui, HI., Northern California, and Oregon are led by R.E. Hansen, who leads these valuation projects, and who provides expert testimony as required.

Mr. Hansen's qualifications include:

(a) **Education:**

- Stanford Graduate School of Business, MBA,
Studies emphasized financial planning and control, investment analysis,
and economic analysis.
- University of Washington, B.S. in Aeronautical Engineering,.

(b) **Professional Associations:**

- American Society of Appraiser---30+ yrs. Accredited Senior Appraiser
- Institute of Business Appraisers---25+ yrs. Certified Appraiser
- Valuation Roundtable of San Francisco---30 Yr. Member

(c) **Recent Business Experience:**

10/98 to present: DRC Associates, Mtn. View, CA & Central Point, OR
Senior Consultant -Responsible for appraisal assignments involved with financial,
operating, and investment analysis of industrial, commercial, & multi-tenant
properties & partnerships/LLCs.

Specialization in analysis & appraisals for:

- Shareholder/Partner Buy-Ins/Buy-Outs
- Partial Interest Real Property Valuations
- Business Fair Market Valuations
- Purchase and Sale of Real Properties
- Gift & Estate Tax Valuations & Planning

(d) Expert Witness:

Qualified as expert witness for testimony in Superior Courts of Santa Clara, Contra Costa, San Mateo, Sonoma, Marin, Alameda, Yolo, Solano and Stanislaus Counties, and in San Francisco and San Jose Federal District Courts, and U.S. Tax Court.

(e) Representative Valuation Clients:

- CALTRANS
- Western Technology Investors, Ltd.
- Internal Revenue Service
- Sacramento Regional Transit District
- Pacific Venture Finance, Inc.
- Technology Funding, Ltd.
- Numerous privately owned businesses and properties, such as:
 - Advanced Property Appraisals
 - Bancroft Farms
 - Bay Area Electric Inc.
 - Bertelsen Partnerships
 - Cal-Oak Properties
 - C&R Meat Processing
 - DiCon Leasing Co..
 - Fair Oaks Markets
 - Graves Farming Co.
 - J.Gibbons & Associates
 - J&L Vineyard
 - Kransig Farms.
 - Lansing Properties, Co.
 - Laub Ranches
 - Liberty Ranches Inc.
 - McCarthy Farms Inc
 - Martinelli Properties Co.
 - Muller Properties Co.
 - Nations Foods Inc.
 - Neles Beef Ranch
 - Naumes Orchards Co.
 - Orchard Property, LLC
 - Power Enterprises Inc.
 - P3 Properties, LLC
 - RK Logistics Group
 - S. Martinelli Co.
 - Stevenson Trucking Co.
 - Stuart Farming Co.
 - Walnut Hills Properties
 - Weed Farms Inc.
 - Zaballos & Sons. Properties
 - Price Pump Mfg.

MAALAEA VILLAGE COASTAL RESILIENCE AND EROSION MANAGEMENT PLAN(MV-CREM)

Ongoing shoreline studies for Ma'alaea, HI, focus on significant coastal erosion impacting the area from the harbor to Haycraft Park. Driven by rising sea levels, these studies are seeking proactive solutions to protect vulnerable infrastructure and restore the vanishing beaches. Key reports and efforts include the Ma'alaea Village Coastal Resilience and Erosion Management (MV-CREM) Plan.

Key studies and findings

Ma'alaea Village Coastal Resilience and Erosion Management (MV-CREM) Plan

In June 2023, the Ma'alaea Village Association and its partners published the MV-CREM Plan. This report assesses the high rate of historical erosion and proposes future strategies.

- **Key finding:** The study noted an erosion rate of -1.2 feet per year in the village area.
- **Proposed options:** It evaluated several adaptation tools, concluding that many are not currently feasible. The plan suggests that while short-term resilience improvements are possible, relocation (managed retreat) may be the necessary long-term solution due to sea-level rise.
- **Process:** The plan was developed by the County of Maui Department of Planning with assistance from the University of Hawai'i Sea Grant Program and funding from the Maui County Council.

Offshore sand resource study

To investigate beach restoration options, a study began in September 2021 to identify and quantify potential offshore sand sources.

- **Follow-up work:** A second phase of the study occurred in 2022 to conduct more in-depth offshore sand sampling.
- **Beach nourishment:** Researchers from the University of Hawai'i Sea Grant Program have explored the potential of beach nourishment, where sand is extracted offshore and pumped onto the beach. This could offer a temporary fix of about 10 years to allow for further planning.

Other factors contributing to erosion

- **Harbor construction:** A report from 2020 found that the construction of Ma'alaea Harbor in 1952 has reduced the amount of sediment reaching Ma'alaea Bay Beach by as much as 22%, contributing to the chronic erosion.

- **Deteriorating armoring:** Existing shoreline armoring, such as seawalls and revetments, is in poor condition. Studies have noted that these structures can exacerbate erosion and lead to the loss of beaches.

Impacts and next steps

- **At-risk properties:** Numerous condominium complexes and other properties along Hau'oli Street, constructed before stricter coastal management programs, are threatened by coastal hazards.
- **Community involvement:** Public meetings and input have been a key part of the planning process, with the community weighing in on solutions like temporary sandbag installations to protect vulnerable buildings.
- **Legal challenges:** The push for emergency repairs and stabilization measures has faced opposition and legal challenges from environmental groups advocating for beach preservation over armoring.

HLU Committee

From: Ellen K Geary <ellengeary@gmail.com>
Sent: Thursday, July 2, 2026 3:40 PM
To: HLU Committee
Subject: Testimony for re-zoning opportunity: Honokowai Palms
Attachments: Testimony in Support of Honokowai Palms Rezoning.docx

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

Please see the attached letter.

As always, thanks for your help and concern for all community members.

A possibility was born on the day you were born and it will live as long as you live.

Marcus Solero

Ellen K. Geary MS, LAc

--

This email and any files transmitted with it are confidential and intended solely for use only by the recipient/entity and purpose as listed above and is protected by law. If you are not the intended addressee, or the person responsible for delivering it to them, you may not copy, forward, disclose or otherwise use it or any part of it in any way, to include any action taken based on it. If you receive this transmission in error please advise us immediately and destroy all copies of the original message

TESTIMONY IN SUPPORT OF INCLUDING HONOKOWAI PALMS IN THE H-3/H-4 HOTEL-DISTRICT REZONING PROCESS

To: Chair and Members of the Maui County Council Housing and Land Use Committee
Re: Honokowai Palms

Aloha Chair and Members of the Committee:

My name is Ellen Geary, and I am an owner and current resident at Honokowai Palms. I respectfully request that Honokowai Palms be added to the list of former Minatoya List properties eligible for Council-initiated rezoning to the proposed H-3 or H-4 Hotel District.

I have held a legal short-term vacation rental permit for my unit for approximately ten years. I purchased, maintained, and operated the property in reliance upon Maui County's longstanding recognition that transient vacation rental use was lawful at Honokowai Palms.

I am not a mainland investor who purchased Maui property solely for speculative or extractive purposes. I purchased Unit C1 for my own use after spending approximately twelve years paying off the student loans I incurred to become a practitioner of community-based medicine. My investment in Honokowai Palms was the result of many years of professional service, financial discipline, and commitment to building a life on Maui.

I am also a Lahaina fire victim. I currently live at Honokowai Palms in Unit C3, so I experience this issue not only as a permitted short-term rental owner, but also as a Maui resident, a fire survivor, and a person directly affected by the island's housing crisis. I understand the competing concerns from multiple sides.

Honokowai Palms owners have also made a meaningful contribution to housing Lahaina residents after the wildfire. Immediately after the fire, beginning on August 9, 2023, I and other owners opened our units to displaced Lahaina residents. We did not merely discuss helping the community; we made our properties available during an acute housing emergency.

Many units at Honokowai Palms have continued to be rented to Lahaina residents since the fire, and that remains true today. This is important because it demonstrates that legal short-term rental status and community housing support are not mutually exclusive. Honokowai Palms has provided both visitor accommodation and urgently needed local housing, depending upon the needs of the community.

I am not asking the County to authorize a new or previously unlawful use. I am asking the County to preserve a legal, established use upon which owners have relied for many years.

Honokowai Palms has a documented history of use and promotion as a condominium-hotel property. Historical brochures advertised the property as visitor accommodation,

and owners were consistently advised that its transient use was protected because of the property's historical operation and the period in which it was constructed.

This history should be given substantial weight.

Honokowai Palms was not simply developed as a conventional residential apartment building whose units were later converted into vacation rentals. Visitor accommodation was part of the property's historical identity, marketing, and pattern of use.

The property's current zoning designation does not fully reflect that history. Many older Maui properties were developed and operated during periods when the distinction between apartment use and visitor accommodation was not treated in the same manner it is today. The County should therefore consider actual historical use, documentary evidence, and longstanding legal reliance rather than relying exclusively upon present zoning labels.

Owners at Honokowai Palms have complied with County permitting requirements and have paid the applicable transient accommodation, general excise, and property taxes associated with legal short-term rental activity. We made financial decisions based upon the County's authorization of this use and upon representations that the property's historical visitor use was grandfathered or otherwise protected.

Removing that use now would fundamentally alter the economic expectations under which owners purchased, financed, improved, and maintained their units.

I recognize Maui's serious need for housing. However, eliminating short-term rental use at every apartment-zoned property does not necessarily create attainable local housing. Association fees, insurance costs, acquisition prices, financing requirements, deferred maintenance, and other ownership expenses may make some units economically unsuitable for the average local buyer or renter.

The recent history of Honokowai Palms also shows that preserving legal transient use does not prevent owners from housing local residents. Since August 9, 2023, owners have repeatedly demonstrated a willingness to respond to Maui's housing needs by renting to Lahaina fire survivors and residents.

The County should evaluate each property individually and distinguish between properties that can realistically serve Maui's residential housing needs and properties with a demonstrable history of lawful condominium-hotel or visitor-oriented use. In some cases, including Honokowai Palms, both functions have coexisted.

For Honokowai Palms, that evaluation should include:

- Historical brochures and promotional materials describing the property as a condominium-hotel;
- The age and original use of the property;
- The longstanding issuance and recognition of legal short-term rental permits;

- The duration of lawful transient use;
- Owners' reliance upon County-authorized use;
- The property's role in housing displaced Lahaina residents after August 8, 2023;
- The continued presence of Lahaina residents living at the property;
- The financial and operational characteristics of the property; and
- Whether eliminating legal transient use would genuinely produce additional attainable housing.

Excluding Honokowai Palms from the rezoning list without reviewing this evidence would create a severe and inequitable loss for owners who acted lawfully, supported the community during the wildfire crisis, and relied in good faith upon Maui County's recognition of the property's lawful use.

I respectfully request that the Committee:

1. Add Honokowai Palms to the properties eligible for consideration for H-3/H-4 rezoning;
2. Allow the association and individual owners to submit historical brochures, permits, tax records, rental records, and other evidence of condominium-hotel and transient accommodation use;
3. Consider the property's documented role in housing Lahaina fire victims and residents;
4. Evaluate the property according to its actual historical use, present community function, and economic characteristics; and
5. Preserve the lawful reliance interests of owners who have operated under County authorization for many years.

Honokowai Palms has a documented history of visitor accommodation, longstanding legal transient use, and meaningful service to Lahaina residents after the wildfire. It deserves full and fair consideration for inclusion in the proposed rezoning process.

Mahalo for your time and consideration.

Respectfully submitted,

Ellen Geary

Owner, Units C1 and C3

Honokowai Palms

[Mailing address]

[Telephone]

[Email address]

HLU Committee

From: County Clerk
Sent: Thursday, July 2, 2026 8:42 AM
To: HLU Committee
Subject: Fw: URGENT- THEFT OF HAWAIIAN KINGDOM ROYAL PATENTED ALLODIAL TITLED LANDS

From: TheRoyalHouseOfHawaii <theroyalhouseofhawaii@gmail.com>

Sent: Wednesday, July 1, 2026 5:10 PM

To: Keani N. Rawlins <Keani.Rawlins@mauicounty.us>; Tamara A. Paltin <Tamara.Paltin@mauicounty.us>; Alice L. Lee <Alice.Lee@mauicounty.us>; Mayors.Office@co.maui.hi.us <Mayors.Office@co.maui.hi.us>; Thomas M. Cook <Thomas.Cook@mauicounty.us>; County Clerk <County.Clerk@mauicounty.us>; Shane M. Sinenci <Shane.Sinenci@mauicounty.us>; Gabe Johnson <Gabe.Johnson@mauicounty.us>; Maui.rptc@co.maui.hi.us <Maui.rptc@co.maui.hi.us>; boardofethics@mauicounty.gov <boardofethics@mauicounty.gov>; blnr.testimony@hawaii.gov <blnr.testimony@hawaii.gov>; Budget.office@co.maui.hi.us <Budget.office@co.maui.hi.us>; CorpCounsel@mauicounty.gov <CorpCounsel@mauicounty.gov>; corpcoun@mauicounty.gov <corpcoun@mauicounty.gov>; charter.commission@mauicounty.gov <charter.commission@mauicounty.gov>; K. Kauanoe Batangan <k.kauanoe.batangan@mauicounty.us>; Yukilei Sugimura <Yukilei.Sugimura@mauicounty.us>; APT Committee <apt.committee@mauicounty.us>; Lois.Whitney@mauicounty.gov <Lois.Whitney@mauicounty.gov>; Nohe M. Uu-Hodgins <Nohe.Uu-Hodgins@mauicounty.us>; planning@mauicounty.gov <planning@mauicounty.gov>; InfoDesk@ohchr.org <InfoDesk@ohchr.org>; ethicsoffice@un.org <ethicsoffice@un.org>; urgent-action@ohchr.org <urgent-action@ohchr.org>; DRL-Press@state.gov <DRL-Press@state.gov>; ONHR@ios.doi.gov <ONHR@ios.doi.gov>; contact@hirono.senate.gov <contact@hirono.senate.gov>; contact@schatz.senate.gov <contact@schatz.senate.gov>; info@oha.org <info@oha.org>; dhhl.hcc@hawaii.gov <dhhl.hcc@hawaii.gov>; hawaiiag@hawaii.gov <hawaiiag@hawaii.gov>; Mayors Office <mayors.office@mauicounty.gov>; Maui_County Council_mailbox <county.council@mauicounty.us>; indigenous@ohchr.org <indigenous@ohchr.org>; indigenous_un@un.org <indigenous_un@un.org>

Subject: URGENT- THEFT OF HAWAIIAN KINGDOM ROYAL PATENTED ALLODIAL TITLED LANDS

TESTIMONY BEFORE THE MAUI COUNTY COUNCIL

HOUSING AND LAND USE COMMITTEE for meeting on JULY 1, 2026

POSITION: STRONG OPPOSITION

Violations on An international level Found

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

Im testifying as a Hawaiian Kingdom National royal patentent descendant of the original title holders, a Sovereign, Citizen of The Royal Pattented Allodial Titled Hawaiian Kingdom by Kamehameha 3. I submit this testimony in strong opposition

I. ILLEGAL EXERCISE OF JURISDICTION OVER ALLODIAL ROYAL PATENT LANDS

1. All lands in the Hawaiian Islands are vested in allodial title by Royal Patent, established under Kamehameha III through the Mahele of 1848 Royal Patents & Land Commission Awards which are the true and clear title which superceeded any other titles made by someone other than Kamehameha 3 & God. Said patents were issued to original title holders and their heirs and successors in perpetuity which has already been adjudicated from 1840's. By your law and Law of the Hawaiian Kingdom ALL lands are

supposed to revert and should have already belong back to the original title holder and their descendants and haven't

2. The descendants of said original awardees and patentees are the rightful, legal, title holders to specific 'āina to this day and forever on. No lawful conveyance of title has ever occurred from the descendants or the original title holders of ALL lands in the Hawaiian Kingdom because all of Hawaii is in fact royal patented allodial titled and was NEVER and WILL NEVER be given to the State of Hawai'i, County of Maui, or United States.

3. The County of Maui is a corporation created under the laws of the State of Hawai'i which is the United States. It holds no lawful jurisdiction, sovereignty, or authority to make land use decisions, zoning changes, or community plan amendments affecting Royal Patent lands without the free, prior, and informed consent of the descendants of the original patentees for each specific parcel.

II. VIOLATIONS OF INTERNATIONAL LAW

1. The continued assertion of jurisdiction and the overdevelopment of lands belonging to Kanaka Maoli without consent violates the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), specifically Articles 10, 26, and 32, which require States to obtain free, prior and informed consent before approving any project affecting indigenous lands or resources.

2. The United States' illegal occupation of the Hawaiian Kingdom since January 17, 1893 remains a matter of ongoing international dispute. Actions by political subdivisions of the occupying power to alienate or reclassify land constitute further acts of usurpation.

3. The cumulative injurious harm from effect of rezoning, development approvals, and business operations on lands without title holder consent constitutes a systematic deprivation of land, resources, and culture. Under Article II of the Convention on the Prevention and Punishment of the Crime of Genocide, deliberately inflicting conditions of life calculated to bring about the physical destruction of a group, in whole or in part, constitutes genocide. The dispossession and overdevelopment of 'āina directly threatens the survival of Kanaka Maoli as a distinct people, and most especially the specific descendants of each property whose genealogical ties to all specific āina

Therefore, I demand that this Committee:

- Recognize that this lacks legal authority to make land use decisions over Royal Patent, allodial-titled lands;

- Defer all such matters to the descendants of the original awardees and patentees of each specific parcel affected and also all parcels because all Hawaii is royal patented allodial titles

- To proceed without consent of the rightful heirs is illegal, constitutes an international violation, and furthers the ongoing genocide of Kanaka Maoli. So Return Lands to the descendants of the original title holders

Again A'ole. ALL DESCENDANTS of this Royal Patent Allodial Titled Kingdom and I DO NOT AND will NEVER consent are needed to be returned to The Hawaiian Kingdom And the descendants because all of Hawaii is royal patented allodial titled so lands need to be returned to the specific original title holders descendants that was internationally recognised because there was no consent from us.

Questions-

Why are many TMK Legal info being changed and erasing the RP(Royal Patent) & LCA(Land Commission Award)? because they are supposed to recognise and acknowledge that the original title holder and their descendants own that land forever because it assigns forever. in reference of HRS 172-11 which is based off of Hawaiian Kingdom Law.

Responses can be sent to TheRoyalPattentedHawaiianKingdom@Gmail.com

SOURCES

Mahele Book

https://digitalarchives.hawaii.gov/item/ark:70111/s3G?fbclid=IwRIlRTSASyo2hwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfalf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

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DEPT. OF LAND & NAT. RESOURCES BD. OF COMM. TO QUIET LAND TITLES NATIVE REGISTER VOL. 1 – 9

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HLU Committee

From: Kerry Nugent <kerrynugent51@gmail.com>
Sent: Thursday, July 2, 2026 6:16 AM
To: HLU Committee
Cc: Paul.Gomez; Ty Emanuel; Rebecca S. Buss; reenys@comcast.net; Shannon Sheldon
Subject: Written Testimony in Support of Resolution 26-110 for the Kuleana
Attachments: Kuleana Boundaries.pdf

You don't often get email from kerrynugent51@gmail.com. [Learn why this is important](#)

Dear HLU Committee Members,

Mahalo for your ongoing efforts to improve the property zoning on Maui following the passage of Bill 9 and Bill 88. As president of the Kuleana AOA Board of Directors, I would personally like to thank the committee members for adding the Kuleana to Resolution 26-110, Section 2 to change our zoning status from A1 to H3 and allow our continued use of TVR's at the Kuleana. I believe this change is well supported by the fact that 33 of the 118 units at the Kuleana are timeshare units and have been so since the 1970's. The Kuleana is truly a mixed use complex with ~25% timeshare, ~25% owners occupied or long term rentals and ~50% short term rentals (which have been acting as TVR's for over 3 decades).

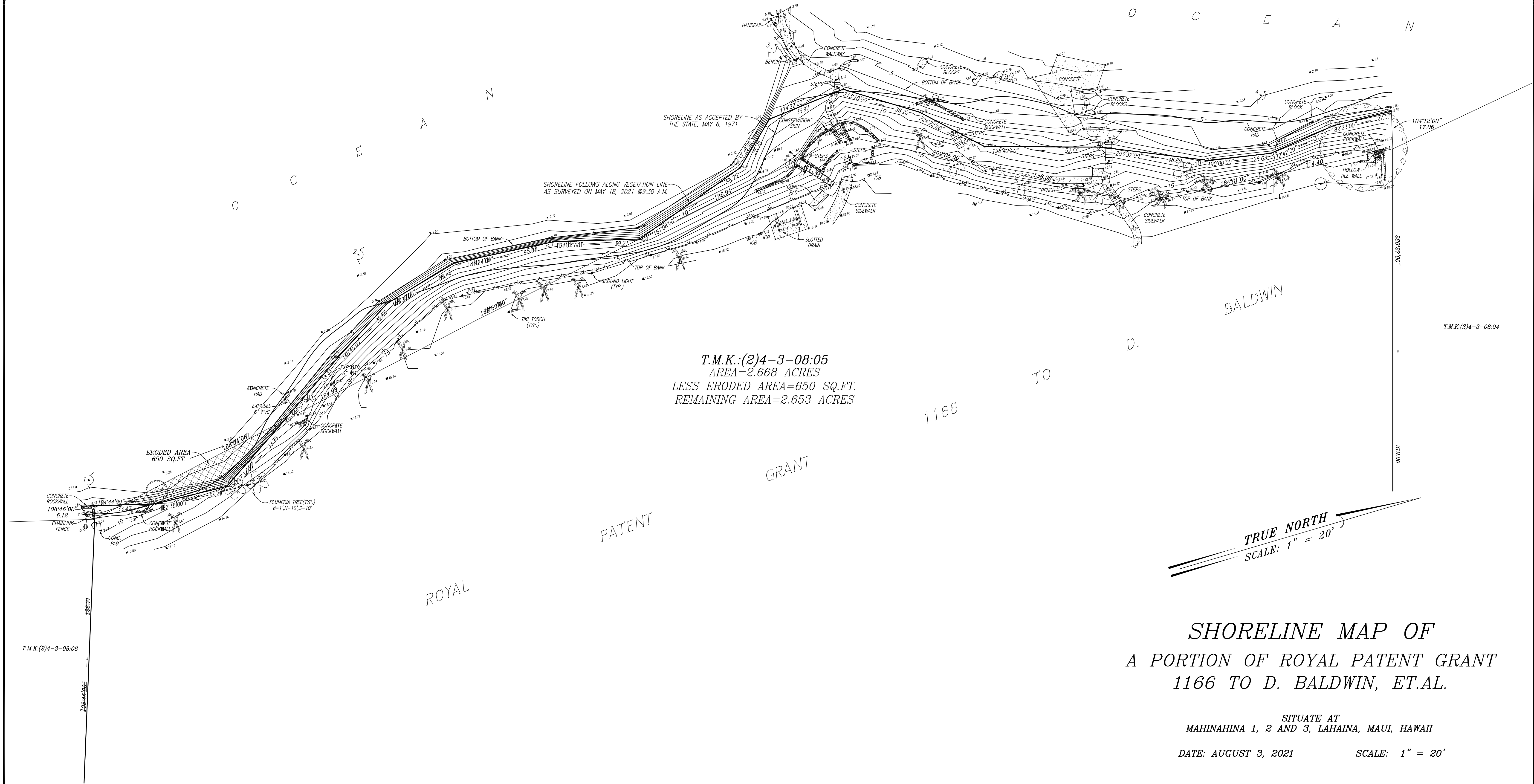
The Kuleana also operates like a hotel in that it has a front office, a Property Manager and five full time staff members for landscaping, maintenance and security (all six of whom are full time Maui residents), and is supported by the Kuleana Association's Re-stated Declaration from April 29, 1992, which states: "The apartments herein above described shall at all times be used as permanent or temporary residences or as hotel rooms and for no other purpose."

The Kuleana also sits directly on the oceanfront in Honokowai (see attached map) and is aware of the potential issues from shoreline rise due to climate change. As our name says, the Kuleana encompasses a multifaceted concept including responsibility, privilege, and the right to care for one's land, family, and community. It goes beyond a simple duty and includes a sense of personal privilege and a deep connection to one's place in the world and one's heritage.

As this rezoning process moves forward, please let us know if the Kuleana rezoning committee can provide any additional information to help the HLU Committee, the Maui Council and/or the Maui Planning Department in securing H3 zoning status for the Kuleana.

Mahalo Nui Loa,

Kerry Nugent
Kuleana HOAO Board President



- NOTES:**
- TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED ON MAY 18, 2021 @ 9:30 A.M.
 - 1 DENOTES PHOTO NUMBER, LOCATION AND DIRECTION.
 - AZIMUTHS AND COORDINATES SHOWN HEREON REFER TO GOVERNMENT SURVEY TRIANGULATION STATION "LAINA" Δ.
 - ELEVATIONS SHOWN HEREON ARE BASED ON MAHINAHINA STREET & AKAHELE STREET INTERSECTION MONUMENT PROVIDED TO THIS OFFICE BY WARREN S. UNEMORI ENGINEERING, INC.

PROPERTY OWNER & ADDRESS:
KULEANA II CONDO MASTER
3959 LOWER HONOAPIILANI ROAD UNIT C423
LAHAINA, HAWAII 96761

AKAMAI LAND SURVEYING, INC.
P.O. BOX 1748
MAKAWAO, MAUI, HAWAII 96768
(808)876-0177



THIS WORK WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION.

SHERMAN DUDLEY DEPONTE
LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF HAWAII CERTIFICATE NO. 6960
EXPIRATION DATE: 30 APRIL 2022

