Housing and Land Use Committee (2025-2027) on 2026-07-06 11:00 AM - Reconvened from 7/1/2026 at 10:30 a.m.

Meeting Time: 07-06-26 11:00

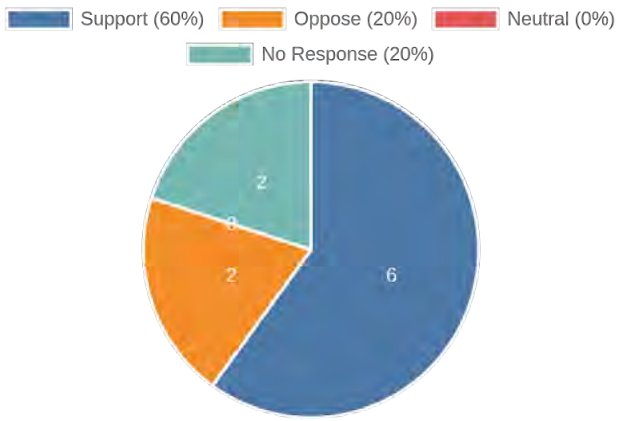
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Housing and Land Use Committee (2025-2027) on 2026-07-06 11:00 AM - Reconvened from 7/1/2026 at 10:30 a.m.	07-06-26 11:00	3	10	6	2	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Housing and Land Use Committee (2025-2027) on 2026-07-06 11:00 AM - Reconvened from 7/1/2026 at 10:30 a.m.

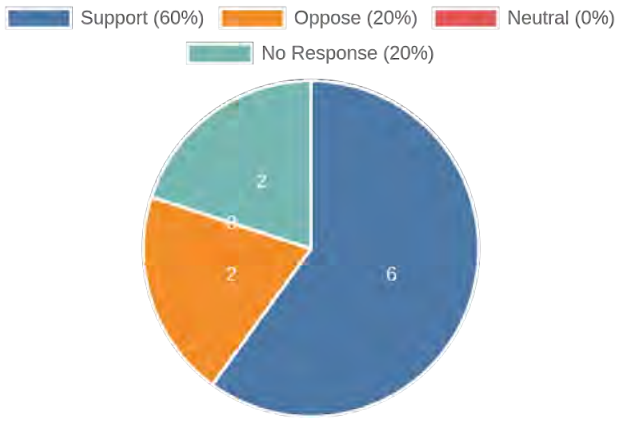
07-06-26 11:00

Agenda Name	Comments	Support	Oppose	Neutral
A G E N D A	2	1	1	0
HLU-18 Reso 26-110 RESOLUTION 26-110, REFERRING TO THE MAUI PLANNING COMMISSION PROPOSED BILLS TO AMEND THE KIHEI-MAKENA COMMUNITY PLAN AND WEST MAUI COMMUNITY PLAN, AND TO CHANGE THE ZONING FOR CERTAIN TIMESHARE, LEASEHOLD, AND OTHER PROPERTIES IN THE A-1 AND A-2 APARTMENT DISTRICTS (HLU-18)	2	1	0	0
HLU-19 Reso 26-111 RESOLUTION 26-111, REFERRING TO THE MAUI PLANNING COMMISSION PROPOSED BILLS TO AMEND THE KIHEI-MAKENA COMMUNITY PLAN AND WEST MAUI COMMUNITY PLAN, AND TO CHANGE THE ZONING FOR PROPERTIES OPERATING LIKE HOTELS IN THE A-1 AND A-2 APARTMENT DISTRICTS (HLU-19)	6	4	1	0

Sentiments for All Agenda Items

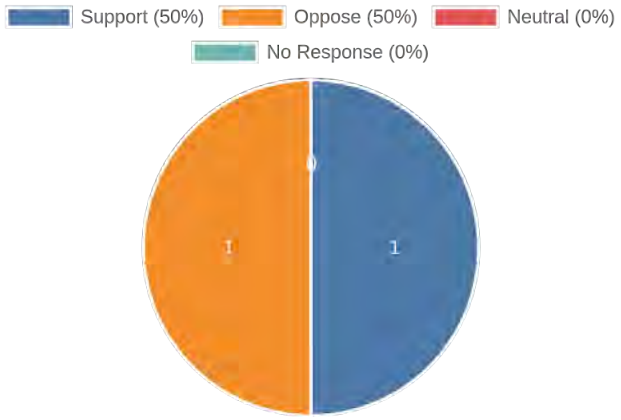
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for A G E N D A

Overall Sentiment



Guest User
Location:
Submitted At: 11:49am 07-06-26

Aloha Chair and Committee Members,

I strongly urge you to remove the Ma'alaea condos properties from any H3 or H4 rezoning ordinance(s).

The condos in Ma'alaea have been exempted from any meaningful monitoring by the DOH UIC program since 1997 - 2007 depending on the facility, according to multiple past UIPA requests. The areas is known to be a hot spot for skin infections, which are often a nuisance that will eventually clear up for most people.

For some, like me, exposure to discharges from these non-compliant systems can make a person sick or worse. My particular mutations cause a triple-whammie of immune impairment, autoimmune dysfunction and skin barrier impairment.

I have been working at various levels to realize a solution to the wastewater problems there intermittently since 2010. In 2011 I had a meeting with some Spencer family folks about a potential solution and decided to go boarding at Haycraft Park. I had no idea at the time that I had three genetic factors that might make that choice more risky. Many others who may swim there also do not know their immune status or hidden impairments.

Unfortunately, after a long day in the waves, and BTW the water did not look healthy or clear, I became very sick. A few weeks after that, my right leg started to swell, and has stayed in a state of lymphedema ever since. Turns out, on top of other complicating factors, the same genes that impair skin barrier integrity can also be known to impair vascular function. For me, this "perfect storm" has proven to be catastrophically harmful, with illness following directly after my exposure almost 15 years ago.

What's worse, is that the MVA has not performed due diligence in developing a solution. After almost a year of my work to develop an EPA grant application, which was awarded, our EPA program coordinator arranged an important meeting, somehow managing to align the schedules of most if not all major DOH wastewater branch

chiefs back in 2025. I wish I could say anyone (other than me) from MVA showed up. I wish I could say that was an accident, and that they would have been there if they could have. To the contrary, the other two members of the working group RSVP-ed in the negative, and the meeting was actually quite important.

Further, there is major noncompliance in other major players in the area, with the Ma'alaea Harbor building a new WWTP in 2012, DOH sending letters in 2015 and 2023 saying hey we heard you built a new plant!?! You know you need permits for that, right? [paraphrasing].

In all cases, maximum fines for NPDES permit requirement noncompliance alone are something like $25,000 per injection well, and the Harbor systems had no permits of any kind. What's worse, operators of the Harbor facility were also importing "seed" sludge from a municipal facility to the Harbor WWTP, ostensibly to meet expectations for TSS and BOD, but because they transitioned their discharges from injection wells to leach fields in 2012, UIC monitoring requirements were also lifted due to a loophole in state law.

Aside from discussion on STRs, zoning, or entitlements to residents for their condos, I really want everyone who may read this to hear me:

What worries me is unrelated to all that. What worries me is this. Rezoning Ma'alaea condo properties has a parallel meaning. The ill advised action would imply that there is an "all clear" signal in the area to tourists who may consider visiting. That is not okay to me, as I myself became gravely ill immediately following exposure there, and I had no idea that I was actually very, very vulnerable - much more than a "non-mutant" human - and I am terrified that tourists will interpret this rezoning action as just that type of "all clear" kind of signal.

Until those units and systems are in compliance with all permit requirements, there is no basis for rezoning them, but more importantly, it's sending out a false signal to potential tourism consumers that it's perfectly safe to swim in the waters. That may be true for most who have healthy immune function, but for people like me, it's just not. There is no rationale for reinforcing bad behavior, like failing on due diligence to meet permit requirements, just to enable a few hundred or thousand dollars per day "profit."

I am proposing legislation called the NANI Act that would allow residents to take civil action on ecosystem-level damage, as Ma'alaea reefs are described as total system collapse by DLNR, but that did not stop the same agency from moving their offices into the Ma'alaea Harbor to make "personal contributions" to the "renegade" systems. You can find the NANI Act here, click on the East Maui waterfall image to learn more:

www.LivingMaui.org/legislation

It's all so absurd, when one thinks of the ostensibly "ecotourism" operations sending a similar "all clear" signal of advocacy, while operating out of a Harbor that has had no permits of any kind for many years. And again, its not just paperwork, and coral ecosystems in the receiving water body are *not* okay.

Please consider an amendment to remove all Ma'alaea condos from the rezoning proposal, so that the problem can be fixed before sending out a virtual all-clear signal to potential visitors.

I do not anticipate that you will follow my common-sense rationale for removing the Ma'alaea properties from today's legislation under consideration, so I am in parallel creating a documentation history that makes sure you all have been formally noticed that rezoning units in areas where the ocean outside the same units can not be defensibly described as "safe" for everyone.

Mahalo to all the Members and, everyone, keep those nervous systems regulated and remember, one "healthy" response to absurdity in government action is to find humor in it, try not to spin out, and VOTE!!! Logic and due diligence are just not being applied at the system level, but there are experts like me out there who understand this mess, and have developed solutions to fix it.

Aloha,

Travis A. Liggett, MS
FlushAware.com

Instagram.com/LivingMauiNui

Guest User
Location:
Submitted At: 10:11am 07-06-26

Dear Members of the Maui County Housing and Land Use Committee,

I hope this letter finds you well. I am writing to express my support for the inclusion of Spinnaker in the proposed H-3/H-4 Hotel zoning designation as you deliberate which former Minatoya List properties should automatically receive this important classification.

My wife and I purchased our unit at Spinnaker with the clear understanding that we would be able to utilize it as a vacation rental. This understanding was a pivotal factor in our decision to buy, and we paid a premium price based on the expectation that transient vacation rentals were not only permissible but also encouraged within our community. The ability to engage in short-term rentals has been integral to our investment, both financially and personally as it has allowed us to share our love for this beautiful area with others.

Spinnaker has a long and distinguished history as a Minatoya List property, recognized for its legally permitted transient vacation rental use. This classification is essential not just to the property's identity, but also to the financial viability and expectations of those who invested in it.
Moreover, Spinnaker's operational model featuring an on-site manager, 24/7 property presence, and an office on the premises, distinguishes our property from typical residential condominiums. This active management fosters a unique environment that enhances the experience for both owners and visitors, supporting a healthy local economy through tourism.

In light of the recent devastating Lahaina wildfires, the estimated cost to rebuild each unit at Spinnaker is approximately $180,000 and this may increase further. These figures do not include additional costs such as mortgages, maintenance fees, insurance, and other ownership expenses, which could render units financially unattainable for local buyers. The ability to continue utilizing our properties as transient vacation rentals is crucial in offsetting these costs and maintaining the economic feasibility of ownership.

As we plan for the future of Spinnaker, it is vital that the foundation upon which we built our investment is preserved. Allowing short-term rentals to remain a lawful use would align with our longstanding practices and honor the commitment that owners like us placed in these properties.

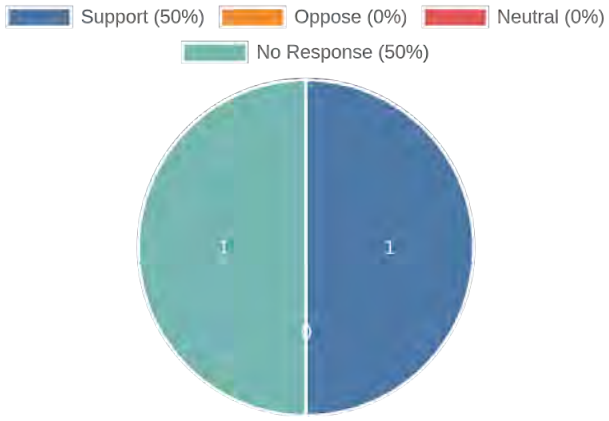
I urge you to advocate for Spinnaker's inclusion in the H-3/H-4 Hotel zoning designation. Our community's voice is stronger when we share our experiences, and I hope my testimony contributes to a favorable outcome for all owners at Spinnaker.

Thank you for considering this important matter. I look forward to seeing the positive developments that will support the future of Spinnaker and its owners.
Sincerely,

Scott Williams
480-818-1428
Unit Number A103

Agenda Item: eComments for HLU-18 Reso 26-110 RESOLUTION 26-110, REFERRING TO THE MAUI PLANNING COMMISSION PROPOSED BILLS TO AMEND THE KIHEI-MAKENA COMMUNITY PLAN AND WEST MAUI COMMUNITY PLAN, AND TO CHANGE THE ZONING FOR CERTAIN TIMESHARE, LEASEHOLD, AND OTHER PROPERTIES IN THE A-1 AND A-2 APARTMENT DISTRICTS (HLU-18)

Overall Sentiment



HLU Committee
Location:
Submitted At: 9:17am 07-06-26

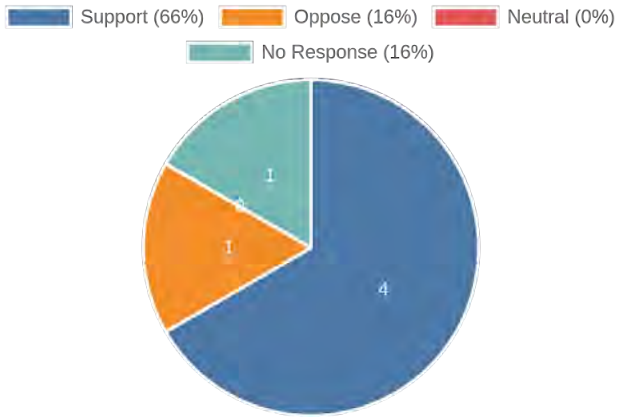
Testimonies received from HLU Committee as of 7/6/2026 at 9:15 a.m.

Paul Cereghini
Location:
Submitted At: 5:39am 07-06-26

While we support the present resolution, we believe the Kapalua Bay Villas should be added as one of the covered properties. The Kapalua Bay Villas is on the TIG list. Further reasons for this request are explained in the letter submitted as written testimony with this request.

Agenda Item: eComments for HLU-19 Reso 26-111 RESOLUTION 26-111, REFERRING TO THE MAUI PLANNING COMMISSION PROPOSED BILLS TO AMEND THE KIHEI-MAKENA COMMUNITY PLAN AND WEST MAUI COMMUNITY PLAN, AND TO CHANGE THE ZONING FOR PROPERTIES OPERATING LIKE HOTELS IN THE A-1 AND A-2 APARTMENT DISTRICTS (HLU-19)

Overall Sentiment



HLU Committee
Location:
Submitted At: 9:21am 07-06-26

Testimonies received from HLU Committee as of 7/6/2026 at 9:15 a.m.

Guest User
Location:
Submitted At: 8:45am 07-06-26

I am an owner of a single unit in Wailea Ekolu and am writing in support of Resolution 26-111, with or without Member Cook's amendment. I observed the testimony on this resolution on July 1, 2026 and noted that there is little opposition by those who testified from the community to the properties listed on the original Resolution 26-111 as written to be moved into H3/H4 zoning. The representative from Lahaina Strong supported the passage of this resolution in its original form. I thank the Council for putting forth Resolution 26-111 in recognition that these properties operate like hotels. While I recognize that other properties may also meet this criterion as well as other criteria put forth by the TIG and Bill 88, I would urge the Council to vote to continue forwarding this resolution on its path of consideration. If other properties require consideration and debate, it is cleaner to continue proposing subsequent resolutions to discuss other properties, as Member U'u-Hodgins has stated is the plan. I thank the Council for their hard work and the care they take in balancing the needs of all involved to try and make the best decisions for Maui.

Paul Cereghini
Location:
Submitted At: 5:39am 07-06-26

While we support the present resolution, we believe the Kapalua Bay Villas should be added as one of the covered properties. The Kapalua Bay Villas is on the TIG list. Further reasons for this request are explained in the letter submitted as written testimony with this request.

Guest User
Location:
Submitted At: 4:00am 07-06-26

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

My name is Diana Tevaga, and I respectfully submit this testimony regarding Resolutions 26-110 and 26-111. After listening carefully to the July 1 HLU meeting, I came away appreciating the tremendous amount of work that has gone into implementing Bill 88. I also appreciated taking the time to listen to the many voices that contributed to this discussion. Although there were different perspectives, opinions, and recommendations, there was also a great deal of valuable information that helped me better understand the issues before the Council.

With so much testimony presented, I think it becomes even more important to return to what ultimately needs to remain at the center of these decisions: accurate information, verified documentation, consistent application of the established criteria, and a thorough evaluation of each property.

One of the comments that stood out to me most came from Planning's Greg Post. He explained that the Minatoya List is not entirely accurate, that properties still need to be individually verified, and that the Council should clearly identify the policy basis for recommending each property before forwarding those recommendations to the Planning Commission. He also emphasized the importance of ensuring that the Council's recommendations are supported by accurate information and the applicable criteria.

Those comments reinforced an important point for me. These resolutions are not simply about deciding which properties move forward. They are about making recommendations supported by a complete and well-documented factual record through a thoughtful, consistent process.

I also appreciated hearing the thoughtful questions raised by Council members throughout the meeting. Questions about documentation, planning considerations, environmental conditions, housing potential, legal requirements, and additional site visits demonstrated that important information is still being gathered. Rather than discouraging me, it actually gave me confidence that the Council is willing to ask difficult questions, identify gaps, and continue refining these resolutions.

Based on everything I heard during the July 1 meeting, I do not believe these resolutions are quite ready in their current form. My position is not about opposing Bill 9 or Bill 88. It is about ensuring that the Council's recommendations are supported by a complete and well-documented factual record before they are forwarded to the Planning Commission.

One suggestion I respectfully offer is for the Council to clearly document the findings and policy basis supporting each property it recommends. Doing so would strengthen transparency, provide meaningful guidance to the Planning Commission, and help the public better understand how and why each recommendation was reached.

As someone whose life has been directly affected by Maui's housing challenges following the Lahaina wildfire, creating meaningful long-term housing opportunities remains deeply important to me. At the same time, I recognize these decisions will have lasting impacts on our entire community.
I understand that not every property will ultimately be appropriate for long-term housing, and not every property will ultimately be appropriate for H-3 or H-4 zoning. My hope is simply that each recommendation is based on a complete and well-supported evaluation of the individual property.

Mahalo for your time, your service, and your continued commitment to serving the people of Maui.

Diana Tevaga

Guest User
Location:
Submitted At: 6:55pm 07-05-26

Aloha Chair and Members of the Committee,

I am submitting this testimony to address the obvious policy failures and impending legal liabilities generated by

the county's mismanagement of Bill 9 and its subsequent regulatory band-aid, Bill 88.

The legislative trajectory of the past couple of years has been defined by extraordinary, economically illiterate, and fantastical claims. Mayor Bissen, UHERO, Matt Jachowski, Lahaina Strong, and the council's progressive voting bloc (Paltin, Johnson, Rawlins-Fernandez, and Sinenci) assured the public that the blunt instrument of Bill 9 would instantly solve Maui's housing crisis. The narrative was simple: with the stroke of a pen, thousands of resort-area tourist condos would magically transform into affordable inventory for local families.

The reality of this policy has completely inverted those promises. Local families are not buying these units - and contrary to Ms. Jordan Ruidas' testimony - nor do they appear to have the appetite or ability to assume the astronomical carrying costs, maintenance fees, and AOAO liabilities inherent to these resort-corridor complexes.

Look at what it actually costs to carry a condominium on Maui. HOA fees in luxury complexes (ie: Wailea and Kaanapali) are running between $800 to $1,500 a month. Following the Lahaina fires, property insurance premiums for condo associations exploded between 300% to 1,000% in a single renewal cycle, with some complexes seeing their annual premiums skyrocket from $2,700 to $272,000. These catastrophic increases flow directly into monthly dues, causing HOA fees to jump by as much as 60% in under two years. Combine that with Hawaii's highest-in-the-nation electricity rates, and the monthly carrying costs alone easily rival a mainland mortgage.

To suggest that a local working family can step into a resort-zone condo and absorb a $9,000 monthly overhead is naïve and mathematically impossible. Local families have proven over the last few decades that there is no appetite to live in resort zones (otherwise, when these condos were for sale at 1/5th the price, they'd have bought them then), and they structurally cannot afford to.

Instead, property values have cratered, transactions have frozen, and the market has suffered severe paralysis. Overall sales volume has dropped precipitously, yet the proportion of cash buyers has paradoxically increased. Contrary to what was emphatically and objectively asserted by the mayor, Lahaina Strong and their acolytes, the inventory is simply not being "reclaimed" by local residents; it is being acquired at a steep discount by a wealthier cohort of mainland buyers who possess the liquidity to absorb these assets and weather the crushing overhead without relying on short-term rental revenue. By destroying asset values, you have simply subsidized entry for wealthy and ultra-wealthy investors who won't have visitors throwing cash into the county money pit through TAT, MCTAT, and GET. This is merely a government-backed transfer of wealth from the middle class to the upper class.

Recognizing the immediate economic damage of Bill 9, the council advanced Bill 88, attempting a complex legislative retreat via the creation of H-3 and H-4 hotel zones. This framework is a far cry from the expansive, streamlined relief promised to the 104 properties on the target list. Though I know she meant well, Committee Chair U'u-Hodgins demonstrated a lack of foresight in assuming that a notoriously bureaucratic, heel-dragging body like this council could execute property-specific rezonings with any modicum of efficiency. Bill 88 has not, and will not, automatically rezone a single unit. It merely invites thousands of individual owners into a painfully slow, property-by-property political gauntlet. As evidenced by the sparseness of Resolutions 26-110 and 26-111, this council has shown that it is not only incapable of introspection, but that it is still a tail being wagged by a corrupt canine in a red shirt.

That this council fell for this red herring of "hotelness" shows that they aren't the ones calling the shots. Resolution 26-111 states:
"…some A-1 and A-2 Apartment District properties with Transient Vacation Rental uses that operate like hotels - for example, by providing front-desk or similar services or employing groundskeepers and other staff - are appropriate for H-3 and H-4 Hotel District zoning, respectively, to allow for continued Transient Vacation Rental uses."

Since virtually every condominium on this island (regardless of zoning) employs groundskeepers to maintain the property, this is a ridiculous and intellectually lazy criterion for distinguishing an apartment-zoned condo from a future hotel-zoned condo. So the idea that a "front desk" defines what is or isn't a constituent part of a hotel completely ignores the structural reality of modern luxury hospitality. Ultra-luxury brands globally allow elite travelers to completely bypass physical lobbies. The Ritz-Carlton utilizes remote check-in to unlock secure

elevators and resort suites directly. The St. Regis and EDITION (both part of Marriott's top-tier luxury portfolio) support comprehensive contactless arrival so a visitor can head straight to their villa. The Park Hyatt ecosystem fully integrates this digital framework, while the Waldorf Astoria and Conrad utilize the Hilton Honors app for 100% remote key generation. Virgin Hotels feature a dedicated, proprietary application named "Lucy" that skips the physical desk entirely while giving guests full control over room temperatures and ambient lighting.

Stays in these front-desk-free luxury properties exceed $2,000 per night. Please, remind us all why a physical piece of particleboard in a lobby sends just four complexes to the front of the H-3/H-4 queue. Oh right, because Lahaina Strong told you that a front desk is mandatory. Well, if these ultra-luxury international HOTEL brands don’t require a front desk for their well-heeled travelers paying $2,000 a night, it seems remarkably out of touch for this council to demand one for a budget traveler looking to spend a paltry $200 a night.

The underlying absurdity here is that hotel zoning on Maui has historically had very little to do with the physical archetype of a "hotel." Most existing hotel-zoned condos on this island look absolutely nothing like a corporate resort; they are visually and structurally identical to their neighboring apartment-zoned complexes. To pretend there is a functional, architectural, or operational variance based on groundskeepers unionized staff, and check-in desks is absurd. It is highly telling that certain anti-STR advocates pride themselves on having performatively trespassed onto the premises of hundreds of apartment-zoned condos to "definitively" declare them "not like hotels." Yet, it is completely lost on no one that these individuals carefully avoided setting foot in any of the existing hotel-zoned condos, where they would have encountered the exact same characteristics and physical layouts. But objectivity was never the goal. The goal was simply to paint bullseyes around the arrows they had already shot at the wall, manufacturing a fraudulent distinction to retroactively justify a reckless political crusade.

Beyond the bad geography and even worse economics, the implementation of these ex post facto "carve-outs" directly contradicts the explicit guidance provided by Corporation Counsel. The conservative majority on this council initially conditioned their support of Bill 9 on the explicit understanding that the county would not open itself up to heightened legal exposure through arbitrary, piecemeal exemptions. Yet, a snail's-pace carve-out is exactly what Bill 88 establishes. With the upcoming November election, the promise of H-3 and H-4 up-zoning is completely hollow. Should a “progressive” majority take the reigns, they will almost certainly abandon Bill 88's implementation, leaving property owners permanently stranded in regulatory limbo.

This leaves Maui County in extreme economic peril. By stripping away vested private property rights under the legal pretext of securing a "public good," and then subsequently carving away that very public good via Bill 88 to stave off political fallout, you have handed competent constitutional attorneys a textbook case for a regulatory takings lawsuit. Should the council member cosplaying a lawyer take exception to this legal reality, let this serve as a foundational reminder: if an aggressive regulatory intervention is justified under the guise of public utility, but every measurable metric demonstrates objective, compounding public harm, then the original statutory intent was an absolute fiction. The county has manufactured a multi-billion-dollar liability that places local taxpayers on the hook for millions in damages. Thankfully she’ll be in the hot seat when the temps get turned up. Since there is no such thing as accountability on Molokai, we’ll be sure to introduce the concept to her on Maui.

The mayor proudly signed Bill 9, then promptly jumped in front of the microphone to testify in favor of the escape hatch called Bill 88. You promised residents affordable housing without laying a single brick, and you have achieved precisely nothing but market destabilization, immense legal exposure, and an open door for a wealthier owner class that will contribute far less to our local economy as part-time vacation homeowners than owners and operators of high occupancy vacation rentals.

Exhibit 2 properties should be moved through to the H3/H4 zones en masse, as that was the condition that got Bill 9 over the finish line, "clean". What was the point of Exhibit 2 if each letter is going to be pulled tediously from the page one-by-one, and what was the point of council members reluctantly voting for Bill 9 on the condition of enactment of Exhibit 2 if all of that is now forgotten?

Guest User
Location:
Submitted At: 12:53pm 07-03-26

I support passage of Reso 26-111 in its original form and without the amendment proposed by Member Cook. The additional properties contained in Member Cook’s amendment may be appropriate for inclusion on another

resolution but Member U_u-Hodgins was very thoughtful in preparing 26-111 to align with the Planning Commission's prior recommendation to exclude properties with dual-zoning and/or community plan designation properties from the scope of Bill 9. In fact 26-111 only contained properties that the Planning Commission recommended for exclusion from Bill 9. Member Cook's amendment would necessitate removal of the language currently contained in 26-111 regarding the Planning Commission's prior recommendations which is a critical piece of information for the current Planning Commission to consider.

Member U_u-Hodgins made it clear that Resolutions 26-110 and 26-111 were the first two and that future resolutions were to come. Therefore, rejecting Member Cook's amendment at this stage does not mean these other properties cannot be included on another resolution.

Passing 26-111 without amendment preserves the original intent of 26-111 and provides the Planning Commission with a clear picture of these uniquely situated properties that Maui County has identified as having dual zoning and/or community plan designations.

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
Suite 315
Wailuku, HI 96793

Alice L. Lee, Council Chair
alice.lee@mauicounty.us

Yuki Lei Sugimura, Vice Chair
yukilei.sugimura@mauicounty.us

Kauanoe Batangan
kauanoe.batangan@mauicounty.us

Thomas Cook
thomas.cook@mauicounty.us

Gabe Johnson
gabe.johnson@mauicounty.us

Tamara Paltin
tamara.paltin@mauicounty.us

Keani Rawlins-Fernandez
keani.rawlins@mauicounty.us

Shane Sinenci
shane.sinenci@mauicounty.us

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 AOAO, 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 Vills 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).

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.

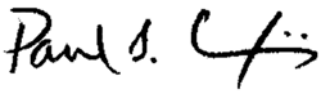
The Kapalua Bay Villas are not affordable family housing. Units in the Kapalua Bay Villas have high purchase costs, very expensive homeowners' association fees, huge maintenance expenses, significant resort-area community use restrictions (no pets, parking restrictions, noise limitations, etc.), and 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,



Paul G. Cereghini
President, Kapalua Bay Villas AOAO

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
Suite 315
Wailuku, HI 96793

Alice L. Lee, Council Chair
alice.lee@mauicounty.us

Yuki Lei Sugimura, Vice Chair
yukilei.sugimura@mauicounty.us

Kauanoe Batangan
kauanoe.batangan@mauicounty.us

Thomas Cook
thomas.cook@mauicounty.us

Gabe Johnson
gabe.johnson@mauicounty.us

Tamara Paltin
tamara.paltin@mauicounty.us

Keani Rawlins-Fernandez
keani.rawlins@mauicounty.us

Shane Sinenci
shane.sinenci@mauicounty.us

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 AOAO, 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 Vills 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).

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.

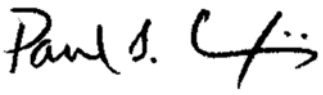
The Kapalua Bay Villas are not affordable family housing. Units in the Kapalua Bay Villas have high purchase costs, very expensive homeowners' association fees, huge maintenance expenses, significant resort-area community use restrictions (no pets, parking restrictions, noise limitations, etc.), and 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,



Paul G. Cereghini
President, Kapalua Bay Villas AOAO

TESTIMONIES RECEIVED FROM HLU COMMITTEE (HLU-19)

HLU Committee

From: County Clerk
Sent: Monday, July 6, 2026 11:00 AM
To: HLU Committee
Subject: FW: HLU continued from July 1

From: Brandon Harris <bharris3880@gmail.com>
Sent: Monday, July 6, 2026 11:00 AM
To: Michele N. McLean <Michele.McLean@mauicounty.us>; Alice L. Lee <Alice.Lee@mauicounty.us>
Cc: County Clerk <County.Clerk@mauicounty.us>
Subject: HLU continued from July 1

You don't often get email from bharris3880@gmail.com. Learn why this is important

Chair Lee

Thank you for your comments on using Exhibit 2 from the TIG as a start for council initiated rezoning to H3/H4.

I am a Maui Resident and own in Maui Kamaole. Maui Kamaole is a resort with two pools, onsite manager, asst manager, landscapers, maintenance. Overnight we have security that patrols the property. AOAO fees for the smallest units start at 1066/month. So without a mortgage the lowest a person could possibly pay to sustain the property (AOAO, property tax, electricity, fee, home and flood insurance) is 1,800/mo. Add in a minimum down payment loan of 5.0% on a $550,000 purchase price which is a mortgage payment of just over $3,000/month bringing the total monthly cost of ownership or renting to $4,800/month. Compare that to the affordable renting guideline and it is easy to see these are not affordable units.

Maui Kamaole should be included in the council initiated rezoning to H3/H4 NOW.

To further your point, we were assessed at almost $1 million in 2025 for an 849 1br/2ba with one parking spot. The 2026 county valuation is now $701,000. Removing $300,00 in value/equity. At this time the units are not selling to locals as evidenced by the new addresses recorded in the maui county records. One unit is for sale for $599,000 and has NOT sold at this time.

One other thought- we had to go to the “sub-prime” mortgage process in order to try to get a home equity loan because most of the primary banks in Hawaii do not view Maui Kamaole to be “warrantable” in reference to loaning money.

Thanks

Brandon Harris
5126267399
Sent from my iPhone

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

Virus-free.www.avast.com

HLU Committee

From: County Clerk
Sent: Monday, July 6, 2026 7:38 AM
To: HLU Committee
Subject: Fw: Polynesian Shores Condominium Resort: Request for Council-Initiated Zoning Change from A-1 to H-3
Attachments: Polynesian_Shores_Council_Submission_Updated_July_2026.docx; Polynesian_Shores_Exhibit1-7.pdf

---

From: Kimberly Johnson <kimberlyajohnson@hotmail.com>
Sent: Friday, July 3, 2026 2:21 PM
To: County Clerk <County.Clerk@mauicounty.us>
Cc: rburkaoao@gmail.com <rburkaoao@gmail.com>; Karen Gates <kkjjg@comcast.net>; mgallagherak@gmail.com <mgallagherak@gmail.com>
Subject: Polynesian Shores Condominium Resort: Request for Council-Initiated Zoning Change from A-1 to H-3

You don't often get email from kimberlyajohnson@hotmail.com. Learn why this is important

Dear Maui County Council members & Housing & Land Use Committee

On behalf of the Board of Directors for the Association of Apartment Owners of Polynesian Shores, and the owners, we submit this summary and supporting historical evidence demonstrating that Polynesian Shores satisfies the framework recently adopted by the Maui County Council for properties that have historically operated as hotel-like visitor accommodations. As reflected in the July 1, 2026 amendments to Resolution 26-111, the Council recognized that longstanding condominium resorts operating like hotels are appropriate for inclusion within the H-3 Hotel District. The enclosed exhibits demonstrate that Polynesian Shores was conceived, marketed, sold, managed, and continuously operated as a resort condominium providing transient visitor accommodations since its development in the early 1970s. Its operational history aligns with the Council's framework for properties that operate like hotels.

The Association respectfully requests that the Maui County Council include Polynesian Shores in the Council-initiated H-3 Hotel District together with similarly situated properties recognized as operating like hotels. The enclosed evidence demonstrates that Polynesian Shores satisfies the same historical and operational characteristics reflected in the Council's recent amendments to Resolution 26-111. The Association welcomes the opportunity to provide additional historical records, legal documents, or supporting materials that may assist the County in its evaluation.

Sincerely,
ASSOCIATION OF APARTMENT OWNERS

_____
Kimberly Johnson, Director

Sent from my iPad

July 6, 2026

Maui County Council
Council Chamber and Councilmember offices
Kalana O Maui Building, 8th floor
200 South High Street
Wailuku, Hawaii 96793

Re: Polynesian Shores Condominium Resort: Request for Council-Initiated Zoning Change from A-1 to H-3

Dear Maui County Council members & Housing & Land Use Committee

On behalf of the Board of Directors for the Association of Apartment Owners of Polynesian Shores, and the owners, we submit this summary and supporting historical evidence demonstrating that Polynesian Shores satisfies the framework recently adopted by the Maui County Council for properties that have historically operated as hotel-like visitor accommodations. As reflected in the July 1, 2026 amendments to Resolution 26-111, the Council recognized that longstanding condominium resorts operating like hotels are appropriate for inclusion within the H-3 Hotel District.

The enclosed exhibits demonstrate that Polynesian Shores was conceived, marketed, sold, managed, and continuously operated as a resort condominium providing transient visitor accommodations since its development in the early 1970s. Its operational history aligns with the Council's framework for properties that operate like hotels.

Executive Summary

The Maui County Council has now recognized that certain legacy condominium resorts have historically operated as hotel-like visitor accommodations and are appropriate for inclusion within the H-3 Hotel District. Polynesian Shores exemplifies that type of property. Since its development in 1972, it has been conceived, marketed, governed, and continuously operated as a professionally managed resort condominium serving transient visitors. The historical record, current operations, and economic contributions summarized below demonstrate that Polynesian Shores aligns with both the historical intent and operational framework reflected in the Council's recent amendments.

Property Description

Polynesian Shores is a beachfront property consisting of fifty-two units arranged throughout three (3) separate two-story buildings situated on 2.055 acres of land with public access to the beachfront. Each unit has one (1) deeded parking stall. Each building is equipped with fire suppression systems. The common elements consist of a pool and spa, centralized laundry facilities, and onsite management office and associated facilities.

Current Resort Operations and Property Management

Polynesian Shores continues to operate as a professionally managed resort condominium providing centralized property management, guest support, and operational services consistent with the characteristics identified by the Maui County Council for legacy condominium resorts operating like hotels.

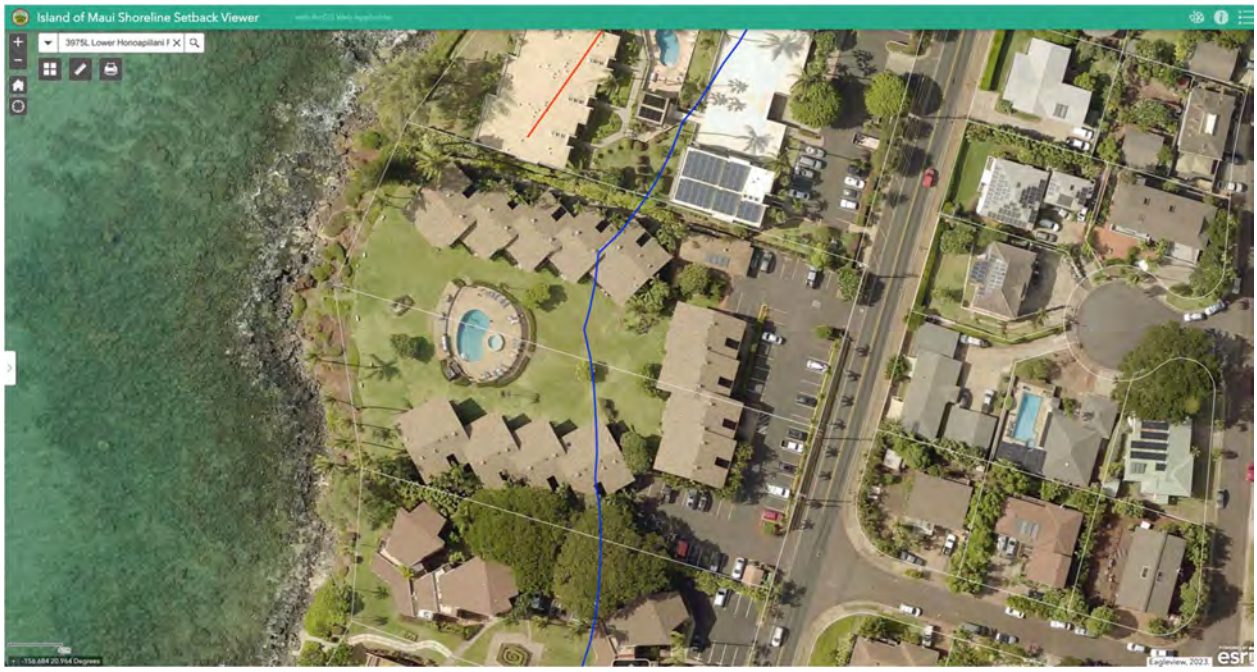
The Association maintains an **on-site management office** that serves as the operational hub for the property. The office provides centralized management and administrative services for owners, guests, contractors, and rental management companies, while coordinating daily resort operations, maintenance, and common area oversight.

- **On-site Property Management** – A full-time on-site property management coordinates Association operations, maintenance, contractor access, and support for guests and rental managers.
- **Centralized Guest Information** – The management office provides visitor information, local activity brochures, maps, and guidance regarding island attractions, beaches, restaurants, and recreational opportunities, functioning similarly to concierge services commonly found at resort properties.
- **Centralized Mail and Package Services** – mail delivery is located within the management office, creating a centralized point for mail distribution, package receipt, owner correspondence, and administrative communications. This reinforces the role of the management office as the property's operational center.
- **Guest Support Services** – Management serves as the primary point of contact for common-area questions, maintenance issues, resort rules, parking information, and coordination with owners and vacation rental managers throughout a guest's stay.

- **Shared Resort Amenities** – The Association professionally maintains the swimming pool, spa, barbecue areas, landscaped oceanfront grounds, guest parking, and centralized laundry facilities for the benefit of owners and visitors.
- **Common Area Operations** – The Association coordinates landscaping, building maintenance, housekeeping of common areas, refuse collection, safety inspections, and other operational services necessary to support a resort environment.

Although individual condominium units are independently owned and many are managed by separate vacation rental companies, the Association provides the centralized infrastructure and operational services that enable Polynesian Shores to function as a coordinated resort condominium serving transient visitors. These services are consistent with the operational characteristics identified by the Maui County Council for legacy condominium properties operating like hotels.

Exhibit 1: Centralized Property Management



The following historical exhibits demonstrate that Polynesian Shores possesses the historical and operational characteristics identified by the Maui County Council for legacy condominium resorts operating as hotel-like visitor accommodations and appropriate for consideration within the H-3 Hotel District.

1. **. Original Organization of the Association (1973)**

Exhibit 2: First Board Meeting Minutes dated January 20, 1973
Exhibit 3: First Owners Meeting Minutes, dated January 20, 1973
Exhibit 4: Original House Rules, dated January 1, 1973

The minutes of the first Owners Meeting and the initial Board of Directors meeting, both held on January 20, 1973, document the formation of the Association of Apartment Owners immediately following completion of the project and the Association's early establishment of a Rental Committee charged with coordinating and overseeing rental operations within the Project. The creation of a dedicated committee for rental operations shortly after the Project's establishment demonstrates that transient vacation rentals were not merely incidental to ownership but constituted an anticipated and integral component of the Project's operation.

The meeting minutes also reflect the Association hiring a professional rental agent, separate from onsite property management, and operational policies typical of a professionally managed visitor accommodation property. Polynesian Shores has always been managed as a coordinated visitor accommodation rather than as a conventional residential condominium.

The original House Rules, effective January 1, 1973,expressly address "Owners, Vacation Guests and Renters," "[i]n order to make your stay and your home as enjoyable and livable as possible." The rules establish procedures for guest check-in and registration with the resident manager and operational standards for ensuring vacation guests are provided with the House Rules.

These contemporaneous documents demonstrate that visitor accommodations were anticipated and integrated into the Project's operations from the outset.

2. Property Tax Information

Classification	Units	Annual Property Tax
TVR	46	$492,577
Owner Occupied	3	$2,244
Long Term Rental	3	$5,424
Total	**52**	**$500,246**

• 46 of 52 units (88.5%) are classified as TVR-STRH, with $492,577 in annual property taxes.

The Association also files and remits Hawai'i General Excise Tax on taxable Association revenue, separate from the GET and TAT obligations paid by individual owners and rental operators.

3. Marketing Materials for Organized Vacation Rental Program

Exhibit 5: Correspondence from the Polynesian Shores Rental Group
Exhibit 6: Marketing Brochures and Rental Rate sheets from 1975 onwards

Historical records from the Polynesian Shores Rental Group demonstrates the existence of a formal rental pool program administered by the Association and participating owners. These records show active marketing initiatives to promote Polynesian Shores as a vacation rental resort. For example, a correspondence dated May 28, 1975, explains that "Polynesian Shores will be listed in Hotel & Travel Index, 'The Travel Agent's Bible,' in a paid ad beginning in the next issue, Autumn 1975."

Original brochures and rate schedules consistently describe Polynesian Shores as "Vacation Condominium Apartments" on the Kaanapali Coast. The marketing materials include reservation forms, daily and weekly rates, minimum stay requirements, deposits, occupancy limits, and travel agent information.

In addition, the records document:

- A Rental Group Committee
- Occupancy improvement initiatives
- Advertising programs
- Travel agent relationships
- Rental commissions
- Published rental rates
- Marketing strategies to increase visitor occupancy

The materials reflect an organized, property-wide effort to attract and accommodate short-term visitors beginning shortly after the project's completion.

6. Firsthand Historical Testimony

Exhibit 7: Declaration by James and Marilyn Hybiske

A declaration submitted by James and Marilyn Hybiske provides firsthand testimony from a fourth-generation family that purchased units when Polynesian Shores was first offered for sale in 1972. Their statement confirms that the original purchasers acquired units for both personal vacation use and short-term rental to visitors and that the Rental Group was organized in 1973. The testimony is consistent with the contemporaneous documentary record.

Summary

The enclosed historical record demonstrates that Polynesian Shores has, for more than five decades, operated as a hotel-like visitor accommodation. The Association's governing documents, rental operations, professional management, marketing materials, and continuous visitor use establish that Polynesian Shores falls squarely within the class of legacy condominium resorts appropriate for inclusion in the H-3 Hotel District.

Request

The Association respectfully requests that the Maui County Council include Polynesian Shores in the Council-initiated H-3 Hotel District together with similarly situated properties recognized as operating like hotels. The enclosed evidence demonstrates that Polynesian Shores satisfies the same historical and operational characteristics reflected in the Council's recent amendments to Resolution 26-111.

The Association welcomes the opportunity to provide additional historical records, legal documents, or supporting materials that may assist the County in its evaluation.

Sincerely,

ASSOCIATION OF APARTMENT OWNERS

_____

Kimberly Johnson, Director

Encl: Exhibits 1-7

A. Alignment with Council Framework (July 2026)

Council Framework	Polynesian Shores Evidence
Operates like a hotel	50+ years of continuous visitor accommodations
Professional management	Original Rental Committee, resident manager, coordinated rental operations
Hotel-style operations	Guest registration, house rules, organized rental program, on-site management
Historic visitor accommodations	Marketing brochures and rate sheets beginning in 1975
Appropriate for H-3	Operational history comparable to legacy resort condominiums recognized by Council

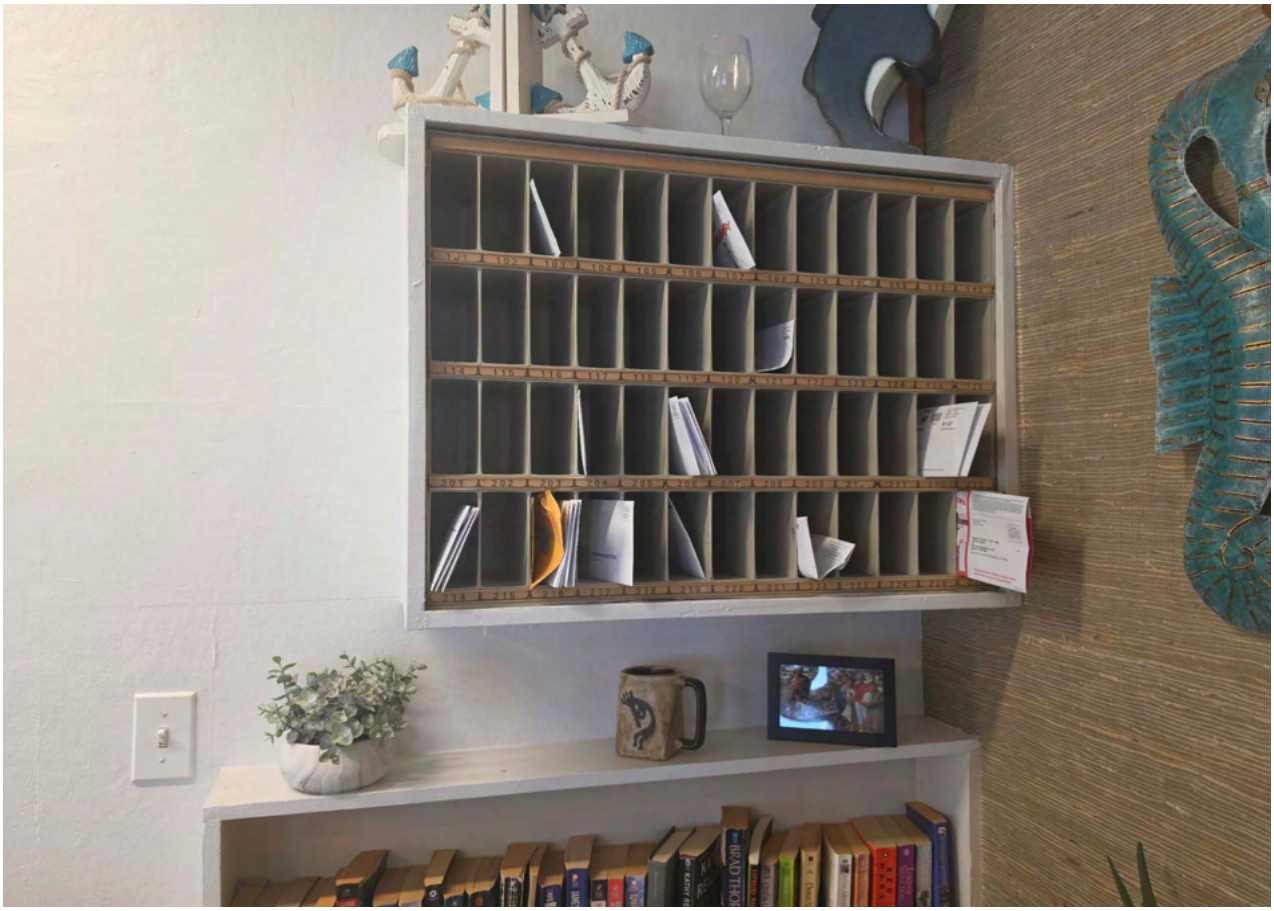
Current Resort Operations

Entrance monument identifying Polynesian Shores.

Exterior view of the resort condominium buildings.

On-site facilities serving guests.

Professional on-site management office.



Centralized guest mail and owner communication.

Guest activity and information center.

Shared commercial-style laundry facility for guests.

B

FIRST MINUTES

Polynesian Shores

JAN. 2, 1973

House Rules 2

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS
POLYNESIAN SHORES
Ronald Kawahara's Office
Lahaina, Hawaii
January 20, 1973 2:30 P.M.

PRESENT: Ronald A. Kawahara, Mr. & Mrs. Blanchard, Virgil Likins, Bill Higginbotham, Bill Robertson, Paul Doyle, Tom Zipper, Elmer Kittell

CALL TO ORDER: Bill Higginbotham called the meeting to order as he was selected by the other board members as the president of the Board.
The officers are as follows:
President - Bill Higginbotham
1st Vice President - Paul Doyle
Secretary - Tom Zipper
Treasurer - Elmer Kittell

NEW BUSINESS:

A. Insurance -

Mr. Kawahara discussed the insurance presently being carried by the Polynesian Shores and advised that the Board must sign the insurance policy.

The present fire insurance policy is in the amount of $1,100,000.00. In addition to fire insurance the following must be carried: workmens compensation policy, fidelity position bond, TDI policy, and comprehensive general liability. The premium for the fire and liability policies will be financed over a 30 month period through Honolulu Insurance Credit Company.

He further advised that the insurance had not been put out on bid as there was such a delay between the signing and closing of the units.

After a lengthy discussion of the insurance, the board decided that since there were no insurance experts on the board, they would keep it where it was for the time being - which is Finance Factors.

B. Employment Contract -

Mr. Kawahara read an employment contract or agreement which is pretty standard between owners of condominiums and the managers.

It was pointed out that the only employee of the association, other than the manager, is the groundsman.

It was recommended that the Resident Manager approve all incoming bills to be paid by the association.

One of the directors brought out that the contract spells out what is expected of the Blanchards, but not what they can expect from the owners. Mr. Kawahara advised that they are covered by the By-Laws which specify the duties of the manager.

The contract will be filled out, and then signed by Mr. Higginbotham and Mr. & Mrs. Blanchard.

C. House Rules and Pool Rules -

Both No. 2 and No. 3 of the house rules were discussed and it was suggested that the revising of the wording in these be left up to Ron Kawahara and the Blanchards. However, the following suggestions are to be placed into the rules:

1. That only outdoor lanai furniture and a reasonable amount of plants should be on the lanais. Anything other than these must be approved by the resident manager as directed by the Board.

2. It was also suggested that hours should be established for noise from stereos or television sets. The suggestion was further made that it be spelled out "excessive loud noises, music, etc.". Further that a real time limit need not be mentioned since there should not be excessive loud noise.

3. As there is presently a for sale sign placed in the parking lot, it was decided that there shouldn't be any signs at all from any real estate companies as you couldn't let one and not another.

4. Item No. 6 - Pets - was discussed. It was decided that pets must be kept inside, not out at all. Some advised that many condominiums don't allow pets at all, but it was decided that these are one's home and therefore they should be able to have a pet if kept inside.

5. A rule showing hours for washing will be added. This also indicating that no wash is to be hung on the line - this is only provided for bathing suits and towels.

6. Children under 12 must be accompanied by an adult will be added also.

D. Budget -

1. Salary & Wages
   a. $400.00 per month for the managers plus $312.00 for lodging. This was agreed upon by the Blanchards.
   b. yardman - $2.60 per hour for 35 hours per week
   c. Discussed that all board minutes would be mailed out to all the owners and that no names would be mentioned as who made motions, etc.

2. Taxes - This will change slightly.

3. Legal & Accounting - $400.00 per month
   a. as question regarding his fees, he explained what was done for that amount of money.
   b. It was moved and seconded that Ron Kawahara's office be employed as managing agent. This was passed.

4. Utilities - These figures were based on Mahina Surf as a comparable unit.

5. Insurance - Will be changed as the rates were received during the past week and had been previously estimated.

6. Repairs & Maintenance - It was discussed that sewage maintenance should be put in as a budgeted item. It was further decided that bids should be obtained on this and that the budget should be left as is and live with it for six months.

7. Income - Budgeting was not done to show income a washer, dryer, phone, etc. as there is not enough experience as yet.

With the above changes it was moved and seconded that the budget be adopted.

It was moved and seconded that the present manager, Mr. Blanchard and rental agent, Mrs. Blanchard, be retained. This was passed.

The placement of the barbecue units will be discussed at a later time.

It was agreed that the Resident Manager shall receive a $50.00 per month auto allowance to compensate for the travel connected requirements of the position.

E. By-Law Discussion -

1. Under Pg. 4 - Sec. 7 Regular Meetings. It was decided that three times a year was ample - 1 being after the annual meeting.

2. Under Sec. 8 - Special Meetings. It was decided that 8 hours notice is not ample time and that at least two days notice will be given.

3. The suggestion was made that any owner continually breaking house or pool rules should be reported in letter form to the president. He, in turn, will write a letter to the individual owner.

F. Promotion -

A $50.00 assessment shall be made against all apartment owners participating in the rental program through the Rental Agent, Mary Blanchard. Such funds collected will be used for Advertising purposes and the promotion of Polynesian Shores. The funds will be administered by the Rental Agent and accountable to the Board and/or a Rental Committee. A Rental Committee, consisting of four owners including one Board member, shall be appointed by the President of the Association of Apartment Owners for the purpose of reviewing and recommending minimum rental rates, reporting on competitive practices and offering suggestions for types of promotional advertising material to be used. The assessment of $50.00 is due and payable upon the receipt of these Board meeting minutes.

G. Telephone -
$15.60 per month must be guaranteed in order to obtain the semi-public phone. The phone company looked over the area and felt that the area by the rubbish barrels and laundry room would be a good location as there is suitable protection.

A one time fee for installation of $25.00 will be charged.

Mr. Blanchard will place an order with the phone company and have the phone installed as soon as possible. Also, he was asked to keep a history so that in the future possibly a public phone could be obtained.

H. Sewage system -

It was felt that an inspection should be made on the cavitette systems and a regular maintenance system at least every four months or twice a year be set up.

Since grease helps neither this system nor the garbage disposal, it was suggested that each owner provide a can under the sink for the deposit of grease.

The manager is also to check on signs for the bathrooms advising the guests what is harmful for the system.

The manager was also authorized to have the cavitette system checked in June.

I. Rental Rates - Minimum

The following rates were set up by the Board:

1. One Bedroom (2 people)
   a. $22.00 per day - $150.00 per week
   b. 3 Day stay as minimum - charge of $25.00 per day
   c. $3.00 for each additional person
   d. 4 week basis - $475.00
   e. Limitation as to children - up to each owner and then they are to specify ages
   f. Up to one year is considered an infant.

2. Two Bedroom (4 people)
   a. $35.00 per day - $235.00 per week
   b. 3 Day stay as minimum - charge of $40.00 per day
   c. $3.00 for each additional person
   d. 4 week basis - $800.00

The managers were asked if they felt these were workable figures as minimum rates and they were affirmative.

A discussion followed regarding whether or not the manager should be given the regular commission if an owner sends over a guest and has given them special rates. It was agreed that immediate family meant parents or children of the owner only.

If an owner sends person to his cottage, this does not count in the regular rotation series.

It was decided that a deposit of $50.00 must be placed on a one bedroom and $75.00 on a two bedroom unit. If there is no way it can be rented, then it should not be refundable. As a guide for the managers, two weeks notification should be given prior to cancellation in busy season.

Mr. Kawahara pointed out that his office will be watching that no rental charges are placed through the association maintenance fee.

J. Initial fee or Joining fee -

This was discussed as to a charge being made to join the rental and "seed money" was suggested.

If the managers find a long term rental of 3 months or longer, a sliding scale of 10/5/5 will be paid to the managers and they are in agreement.

K. Maids-

1. Part time versus full time discussed. At the present time, the maid comes in upon hearing from Mrs. Blanchard. It was felt that she is a good maid and if in the future a raise was required in order to keep her, this should be done.

L. Linen -

1. Presently a charge of $3.00 for 2 people for one week.
2. Discussed that a change of linen should be given once a week and charged to the owner.
3. Only approximately 5 owners have purchased their own linen supply.

M. Expenditures -

The resident manager is limited to $150.00; the firm of Ronald A. Kawahara to $300.00 without the approval of the Board.

DATE OF NEXT BOARD OF DIRECTORS MEETING:

The next meeting of the Board of Directors was set for Saturday, April 28, 1973, at Ronald Kawahara's office at 9:00 A.M.

ADJOURNMENT:

There being no further business the meeting was adjourned at 5:30 P.M.

Respectfully submitted,

Lucille Redman

Lucille Redman
Recording Secretary

A.

Organizational Meeting of Polynesian Shores

Jan 2. 1973

Barbeque & platform!
Certificate of mailing
Letter page 2 Jan 2, 19

RONALD A. KAWAHARA
MANAGEMENT SERVICES

204 LAHAINA SHOPPING CENTER OFFICE BLDG.
LAHAINA, MAUI, HAWAII 96761
(808) 661-4405

CERTIFICATE OF MAILING

We hereby certify that a Notice of Meeting and a proxy form for the Organizational Meeting of the Association of Apartment Owners' of Polynesian Shores, to be held at 9:30 a.m. on Saturday, January 20, 1973, at Kaanapali Beach Hotel, Lahaina, Maui, Hawaii, were mailed to owners of record filed in the office of the Managing Agent on January 2, 1973.

Ronald A. Kawahara
Managing Agent

Lahaina, Hawaii
January 2, 1973

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS
RECONVENED AT POLYNESIAN SHORES
Sunday, January 21, 1973 - 10:00 A.M.

The drainage situation was covered. The placing of plastic pipe was discussed to the north and south or the property lines to improve the drainage.

It was also discussed that there should be a permanent light placed by the office to light the stairs.

The placement of drainage tiles from in front of the office to the middle of Building B was brought up and decided upon.

The manager is also to obtain bids on construction of a platform by the large pine tree used in conjunction with the three barbeque units.

The meeting was adjourned at 11:30 A.M.

Respectfully submitted,

Lucille Redman

Lucille Redman
Recording Secretary

MINUTES OF THE ORGANIZATIONAL MEETING
OF THE OWNERS OF POLYNESIAN SHORES
Kaanapali Beach Hotel
Lahaina, Hawaii
January 20, 1973 9:30 A.M.

Registration of the owners was taken as they arrived.

DETERMINATION OF A QUORUM:

It was determined that 75% of the owners was necessary in order insure a quorum of the owners. The breakdown was as follows:

1 Bedroom Owners present - 14
2 Bedroom Owners present - 4

Proxies represented - 1 Bedroom - 22
2 Bedroom - 2

Thereby a quorum of the owners of Polynesian Shores was constituted.

CALL TO ORDER:

The organizational meeting of the owners of Polynesian Shores was called to order at 9:40 A.M. by Mr. Ronald A. Kawahara. Roll call of the owners present was taken by Mr. Kawahara.

PROOF OF NOTICE OF MEETING:

Mr. Ronald A. Kawahara, acting as management agent for the developer's agent, Mr. Lau, certified in written form that notices for the meeting had been mailed on January 2, 1973. Certificate of mailing is hereby attached to the minutes.

INTRODUCTION OF GUESTS:

The following were introduced: Mr. Merton S. C. Lau, the developer's agent, Barbara Harris, record keeper, Lucille Redman, secretary, and Mr. & Mrs. Leslie Blanchard, the managers of Polynesian Shores. Mr. Kawahara also introduced himself and explained the fact that Mr. Lau had engaged his services as managing agent to arrange the meeting of the owners and to conduct the organizational meeting.

MANAGING AGENTS REPORT:

Mr. Kawahara advised that an agenda of the meeting had been mailed out to each owner. He then proceeded with his report.

A. Telephones - It was recommended by Mr. Kawahara that the owners not install phones in their individual units as there was no central switchboard and therefore there was no way of monitoring long distance calls.

B. Insurance
(a) Fire - The present fire insurance taken out by the owners is through Finance Factors and covers only structural and common elements. Since personal effects inside the individual units, other than carpeting, drapes, and appliances are not covered, it is recommended strongly that each owner purchase insurance to cover this.

(b) Liability - The present liability insurance also only covers the property connected to the common elements and ends at each owner's door. It was therefore recommended strongly that each owner carry liability insurance. Preferably through an agent here on Maui who would be able to make an investigation within 24 hours in case of a loss. The amount of insurance to be carried by each owner was suggested to be 100/300,000.00.

(c) It was suggested that each owner not rent a unit with a U-Drive attached. If an owner did, special insurance must be purchased for this as present automobile policies do not cover a rental. This special insurance runs approximately $1500.00 per year. It was recommended by Mr. Kawahara that a car not go with an apartment.

The question was raised by one of the owners that if the person renting the apartment signed a waiver that wouldn't that take care of the matter. It was suggested that this be discussed at a later date.

Mr. Kawahara advised that if his firm was to remain as providing management services for Polynesian Shores, it must be approved by the Board of Directors. It was also explained to the owners that the resident managers, Mr. & Mrs. Blanchard were employed by the developer and must also be approved by the Board of Directors.

If the Board decides to keep the firm of Ronald A. Kawahara, he went on to explain the sort of things that would be handled for the owners: such as hiring of the managers, setting up meetings, paying the bills, taking minutes at the meetings, etc.

Questions were asked of Mr. Lau as to how the insurance firm of Finance Factors was selected. He stated that the rates were established by the State of Hawaii Rating Board in Honolulu, and that they were all about the same.

Mr. Kawahara reviewed the fire insurance policy and explained that a total of $1,100,000.00 was carried with a 90% co-insurance clause to save on the premium.

Since several of the owners asked who Mr. Kawahara suggested as insurance agents on Maui, he suggested First Insurance, Maui Insurance, Pacific Insurance, Hawaiian Insurance & Guaranty, Finance Factors (who is presently insuring the common elements).

RESIDENT MANAGERS REPORT:

Mr. Blanchard gave his report covering the following items:

A. Stated that the building was complete basically.
B. Landscaping complete except for refilling of washed out areas.

was covered by the By-Laws. However, it was further suggested by one of the owners that No. 3 be built up and not to depend entirely on the By-Laws. No. 3 was also discussed as to loud noises and it was suggested that a time limit should be set. This will be taken up further in the Board of Directors meeting.

C. Pool rules - These were read and discussed. Heating of the pool was suggested by one owner. It was felt by the owners that they should be flexible on food and drinks around the pool. The suggestion was made that a sign be posted indicating that no glass was allowed.

In addition to voting for the Board of Directors it was brought up that it was necessary for 2 amendments to be made to the By-Laws. Article IV Section 2 of the By-Laws presently states that the managing agent must be a Hawaii Corporation.

Secondly, Article III Section 8 of the By-Laws presently states that an annual audit be made. Since Mr. Kawahara's firm is an accounting firm, he feels that an annual audit is foolish and should be appointed at the discretion of The Association.

Mr. Kawahara also pointed out that the Board of Directors would be electing their own officers.

Each of the nominees was asked to stand and tell something about himself. The following did this: Tom Zipper, William Higginbotham, Paul Doyle, Henry Lau, Bill Robertson, Warren Kittell.

Nominations were then asked from the floor. Wadsworth Yee was nominated as it was suggested that it was a definite plus to have a developer on the Board for the first year. Virgil Likins and Eileen Hunter were also nominated. It was moved, seconded and passed that the nominations be closed.

The ballots were then passed out to all owners present. The votes (including proxies) were taken, counted, checked and approved. The two amendments to the By-Laws were passed with none being against.

The following are the elected Board of Directors for Polynesian Shores:

3 Year Terms - Warren Kittell, William Higginbotham, Paul Doyle

2 Year Terms - Thomas Zipper, William Robertson, Henry Lau

1 Year Terms - Wadsworth Yee, James Sakai, Virgil Likins

Mr. Kawahara advised that a date must be set for the first Board of Directors meeting. He asked that they get together and then advise him of the date and time.

NEW BUSINESS:

The rental operation was covered by Mrs. Blanchard, the rental agent. The amount of service must be determined by the Board. A 10% commission is paid to Mrs. Blanchard on the gross rental before 4% Hawaii State Tax.

The Board will also determine the amount of "seed money" to start the rental operation.

The owners were further advised that if they planned to rent their apartment, they must have liability insurance.

Ron Kawahara is not involved in the rental program and is only an agent for the apartment owners. As new owners come in, Mr. Kawahara's office will be responsible for mailing them copies of the By-Laws, House Rules, and Pool Rules.

Mr. Kawahara advised that a 15% to 20% occupancy is the usual figure for the first year in a new condominium.

He went on to say that the rental program would have most of the problems.

He further advised that gross income tax of 4% must be paid on the room rent.

Each owner must obtain an excise license for his apartment.

Mr. Kawahara then asked for any questions from the floor and one was asked of the developer's agent as to whether or not he was going to have a blessing. It was decided that the Board could decide and arrange.

Mr. Kawahara further advised that the ballots and proxies would be kept in his office for 30 days on file.

ADJOURNMENT:

There being no further business the meeting was adjourned at 12:20 P.M.

Respectfully submitted,

Lucille Redman

Lucille Redman
Recording Secretary

Bel 1497
T 8/21-45

HOUSE RULES
POLYNESIAN SHORES
EFFECTIVE: JANUARY 1, 1973

Aloha, Owners, Vacation Guests and Renters:

Welcome to Polynesian Shores. In order to make your stay and your home as enjoyable and liveable as possible, we have all chosen to abide by the following rules.

1. Sidewalks, stairways and lanais shall not be used in any manner that will limit ingress or egress from any apartment or detract from the neat appearance or decor of the project as a whole.

2. No occupant shall make or permit any disturbing noises (e.g. loud music, noisy pets, etc.) on the premises, by himself, his family, friends or servants; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants, such as leaving water running for an unnecessary length of time.

3. No rugs or furnishings of any kind shall be beaten on the lanais, or walkways, nor shall anything be swept, thrown or emptied from the doorways, windows, or lanais nor shall anything be hung from any lanais, windows, walkways or exterior walls. Only outdoor lanai furniture and plants (of a reasonable length or height - not to hang over railings) will be allowed on the lanai. All other items on the lanai must be approved by the Resident Manager as directed by the Board of Directors.

4. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, paper, napkins, ashes or other foreign substances shall be thrown therein. Any damage and, or, plugging resulting from their misuse shall be paid for by the tenant who shall cause or permit it.

5. All damage to the building, caused by the moving and carrying of articles therein, shall be paid for by the owner or person in charge of such articles.

6. No pets of any kind shall be allowed on the common area; except when going to and from the parking lot or beach. The pet must be on a leash at all times. No feeding or encouraging stray animals to come to the premises. No pet is allowed to defecate or urinate on the premises.

7. No occupant, other than persons properly designated by the Board shall interfere in any manner with any portion of the water, heating, lighting apparatus, plumbing, sewer treatment, watering facilities, pool filter and the like in or about the demised premises.

8. No signs, name plates, shades awnings or window guards shall be used except as shall be installed or approved by the Board. All drapes, lanai, window or door decoration clearly visible from outside the building shall conform in color and appearance with standards set by the Board. For the present this standard shall be the colors and decor initially adopted by the developers.

9. No radio or T.V. aerial or connection shall be installed by the occupants outside or their respective apartments without the written consent of the Board.

10. Unless the Board gives advance written consent in each and every instance, occupants shall not install or operate in the premises any machinery, refrigerating or heating device or air conditioning apparatus or use any illumination other than electric light, or use or permit to be brought into the premises or building any inflammable oils or fluids such as gasoline, kerosene, naptha or benzine or other explosives or articles deemed extra hazardous to life, limb or property. Only gas and electric barbecues shall be permitted on the premises.

11. No guns, sling shots or other similar contrivances shall be used in any manner, on or from the premises.

12. Washers and dryers are to be used between the hours of 8:00 A.M. and 8:00 P.M. only. Clothes lines are not to be used for regular laundry drying.

13. The Resident Manager will be responsible for having all new owners read the house rules.

14. Before any person, owner, guest or tenant shall occupy any apartment he (or she) shall register, giving the names and forwarding address of himself and each guest and be given to read a copy of the house rules.

15. The Board reserves the right to make such other rules and regulations from time to time as may be deemed needful for the health, safety care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.

16. Any complaints and/or suggestions are requested to be in writing and give to your Board of Directors.

POLYNESIAN SHORES

AMENDMENTS TO THE BYLAWS

ARTICLE I SECTION 1
QUALIFICATION

(Amended to Read) All owners of apartments of the project shall constitute the Association of Apartment Owners, herein called the "Association". The owner of any apartment upon acquiring title or a vendee under an agreement of sale recorded in the bureau of conveyances or land court shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes including voting, as shall be provided by lease of any apartment filed with the Board of Directors of the Association, the lessee of such apartment shall be deemed to be the owner thereof.

ARTICLE I SECTION 2
PLACE OF MEETINGS

(Amended to Read) All meetings of the association of apartment owners shall be held at the address of the condominium project, or elsewhere within the state as determined by the board of directors.

ARTICLE I SECTION 5
NOTICE OF MEETING

(Amended to Read) The Secretary shall give written or printed notice of each annual and special meeting to every apartment owner according to the Association's record of ownership at least fourteen (14) days prior to such meetings and shall contain at least; the date and time of such meeting, the place of such meeting, the items on the agenda for such meeting and a standard proxy form authorized by the Association, in any of the following ways: a) by delivering it to him personally, or (b) by leaving it at his apartment in the project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to recieve actual notice of any meeting shall, in no way invalidate such meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

ARTICLE I SECTION 7
VOTING

(Amended to Read) Section 7. Voting (a)

ARTICLE I SECTION 7
VOTING

(Add new section) Section 7. Voting (b) The purchaser of an apartment pursuant to an agreement of sale recorded in the bureau of conveyances or land court shall have all the rights of an apartment owner, including the right to vote; provided that the seller may retain the right to vote on matters substantially affecting his security interest in the apartment, including but not limited to, the right to vote:

1. Any partition of all or part of the project,

2. The nature and amount of any insurance covering the project and the disposition of any proceeds thereof,

3. The manner in which any condemnation of the project shall be defended or settled and the disposition of any award or settlement in connection therewith,

4. The payment of any amount in excess of insurance or condemnation proceeds,

5. The construction of any additions or improvements, and any substantial repair or rebuilding of any portion of the project,

6. The special assessment of any expenses,

7. The acquisition of any apartment in the project,

8. Any amendment to the declaration of horizontal property regime or bylaws,

9. Any removal of the project from the provisions of this chapter, and

10. Any other matter which would substantially affect the security interest of the seller.

ARTICLE I SECTION 8
PROXIES AND PLEDGES

(Amended to Read) The authority given by any apartment owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and proxy form which accompanies a notice of meeting shall be valid for the meeting to which the notice pertains and its adjournment only. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board through the Secretary or managing agent shall be exercised only by the person designated such instrument.

ARTICLE II SECTION
NUMBER AND QUALIFICATION

(Amended to Read) The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons, each of whom shall be owners, co-owners, a spouse of an owner, vendees under an agreement of sale, or an officer of any corporate owner of an apartment. The partners in a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. The directors shall serve without compensation.

ARTICLE V SECTION 5
EXPENSES OF ENFORCEMENT

(Amended to Read) Every apartment owner shall pay all costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the association for:

1. Collecting any delinquent assessments against any owner's apartment;

2. Foreclosing any lien thereon;

3. Enforcing any provisions of the declaration, bylaws, house rules, and the Horizontal Property Act; or

4. The rules and regulations of the real estate commission; against an owner or any occupant of an apartment shall be promptly paid on demand to the association by the apartment owner; provided that if the claims upon which the association takes any action are not substantiated, all costs and expenses, including reasonable attorney's fees, incurred by the apartment owner as a result of the action of the association, shall be promptly paid on demand to the apartment owner by the association.

ARTICLE VI SECTION 1
BOOKS AND EXAMINATION

(Add new section) The manager or board of directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. All records and the vouchers authorizing the payments shall be kept and maintained at the address of the project, or elsewhere within the State as determined by the board of directors, and shall be available for examination by the apartment owners at convenient hours of week days.

ARTICLE VII SECTION 1
PERSONAL APPLICATION

(Add new section) All apartment owners, tenants of such owners, employees of owners and tenants, or any other persons that may in any manner use property or any part are subject to the Horizontal Property Regime, State of Hawaii and the declaration and bylaws of the association of apartment owners adopted pursuant to the Horizontal Property Regime.

ARTICLE VIII SECTION 1
CONFLICT OF INTEREST

(Add new section) A director shall not vote at any board meeting on any issue in which he has a conflict of interest.

ARTICLE IX SECTION 1
RESIDENT MANAGER

(Add new section) No resident manager of the condominium shall serve on the board of directors.

ARTICLE X SECTION 1
AUDIT

(Add new section) The members of the association of apartment owners may require, by vote at the annual meeting, a yearly audit of the association books by a certified public accountant.

ARTICLE XI SECTION 1
MEMBERSHIP LIST

(Add new section) The resident manager or managing agent, or board of directors shall keep an accurate and current list of members of the association of apartment owners and their current addresses and the names and addresses of the vendees under an agreement of sale, if any. The list shall be maintained at a place designated by the board of directors.

ARTICLE XII SECTION 1
CONDUCT OF MEETING

(Add new section) All association and board of directors meetings shall be conducted in accordance with Roberts Rules of Order, or other accepted rules for the conduct of meetings.

June 2, 1974

To: Owners in Rental Group
Polynesian Shores
Lahaina, Maui, Hi.

Subject: Higher Occupancy Rate
through Owner Participation.

At the annual meeting in May, 1974 it seemed one of the main questions was how to get a better occupancy rate throughout the year. In Jan. Feb. and Mar. it's not so much of a problem to keep them full, but until we get a clientele built up it will take additional effort to keep them full the balance of the year.

A plan was purposed to all the owners present at this meeting and in more detail to the Rental Group Committee and we would like to pass it on to you.

Basically, each owner makes an effort on their part to secure renters in their own locality, through local ads, word of mouth and giving brochures to friends, contacting local travel agents and any other means you can think of.

The expense and time will be the responsibility of each owner, but it is to their advantage that their unit is rented more frequently. In doing so, if they secure more renters than they can accommodate at any given time, your rental agent, Mary Blanchard, will place them in another apartment and you will receive the usual travel agents commission of 10% for your time and expense of securing a renter for another owners apartment. The reverse would be true if they secure a renter for you.

For those who wish to participate in their own way, a group of "suggestions and helps" are included.

The Whole Idea in a nut shell is "Get 'em signed up HERE (Mainland) before they ever get THERE (Maui)".

Aloha,
Raymond Harris
Raymond Harris - Chairman

Rental Group Committee

1. Audri Zaiser - 23631 Tampico Bay, So. Laguna, Ca. 92677
2. Ruth Baker - 2750 Ladera Rd., San Bernardino, Ca. 92405
3. William Mabry - Polynesian Shores, Lahaina, Maui 96761
4. Mary Blanchard- " " " " "
5. Raymond Harris - P.O. Box 668, Corona, Calif. 91720

May 25, 1974

To: Owners in Rental Group
Polynesian Shores
Lahaina, Maui

The intention of this letter is to let you know what the plans and progress of the Rental Group Committee is. Our aim is to promote and secure a higher rate of occupancy for Polynesian Shores.

After the General Membership Meeting on May 4, those owners that rent their apartments through the Rental Agent, met and appointed five members to form a Rental Committee. Those appointed were, Audri Zaiser, Ruth Baker, Mary Blanchard, Bill Mabry and Raymond Harris.

* New Color Post Cards, which were provided through the efforts of Ralph Baker are now available to each owner if they wish and will be provided for the vacation rental guests.
* New Color Brochures are in the planning stage and should be ready in July.
* New Rate Schedule Sheets are being printed and will be inserted in the new color brochure, so current rates can be changed as necessary.
* New Rates are suggested as follows to start June 1, except for advance reservations that have already been made, which will be honored at the old rate.

New Rate Schedule	DAY	WEEK	Calendar MONTH
One Bedroom - Ocean View	$25.	$150.	$550.
Two Bedroom - Ocean View	$40.	$240.	$900.
Two Bedroom - Ocean Front	$45.	$270.	$990.
Savings Over Daily Rate -	Approx.	15%	25%

* A plan to promote a higher occupancy is being developed. Plans include a program for owners that wish to participate, to promote and advertise their own apartments in their own area. In case their own apartment is already rented (that's good) they will be rewarded for their effort and expense of providing a renter for another owner by receiving the usual 10% commission, which would go to a travel agent anyway. Also a closer contact with travel agents will be tried.
* Most of those in the Rental Group have already paid in a lump sum of money to start the Advertising Fund last year. It was agreed that in the future, 1% of the rent from each apartment will be placed in the Advertising fund and ½% will be put in by the Rental Agent.

We will keep you informed with additional information.

Raymond Harris
Raymond Harris-Chairman

1312 Main Street
P. O. Box 668
Corona, Calif. 91720

Polynesian Shores
Condominium Apartments

RR1, BOX 80 • LAHAINA, MAUI, HAWAII 96761 • TELEPHONE (808) 669-6065

May 28, 1975

Dear Members in the Rental Group:

A general membership meeting for all the owners in the Rental Group was held at the Maui Surf on May 3, 1975 following the General Owners Meeting. A review of last years rental program was made in hopes of additional ideas to increase the occupancy for the coming year.

It was the general consensus of opinion that the Owner Referal Program is working well, that we need to cultivate more Travel Agent Referals, that our rates are low to other comparable condominiums and that we want to project a Vacation Type Atmosphere to our vacation rental guests.

To do this several members volunteered to help on this years new board. They consist of Russ Mack, Alaska; Eva Boyd, Oregon; Marvin Johnston, Central California; Ruth Baker and Ray Harris, Sothern California; and Mary Blanchard, Rental Agent, Maui. In this way we will be represented in many areas to secure more vacation renters.

Your new Board has already met several times while on Maui and these are their suggestions and decisions.

1. New Rates July 1, 1975 to July 1, 1976.
   One-Bedroom for 2 people - $30. daily
   Two-Bedroom for 4 people - $50. daily
   Additional Persons - $5. each daily

   10% Discount for 7 days or more
   20% Discount for 28 days or more.

   New rate sheets have been printed and a small supply will be sent to each owner and a supply to all those travel agents that have been previously contacted.

2. Weekly Maid Service. - The maid will change linens and vacuum as needed every seven days or equally spaced on longer stays. This will be a convenience to the renter and also a protection to the owner.

(Continued on the next page)

3. Morning Outdoor "Coffee" Gettogether. The purpose is to provide Vacation Guests a quicker way to meet one another and share the friendly "Aloha" spirit. Coffee, tea and cups will be provided by this association.

4. Encourage Each Owner to suggest, promote and advertise Polynesian Shores to those they come in contact with. It has proven to be one of the best ways to keep your apartment full and overflowing.

5. Polynesian Shores will be listed in Hotel & Travel Index, "The Travel Agents Bible", in a paid ad beginning in the next issue, Autumn 1975.

6. Bed, Bath and Kitchen Linens. - Many owners have already purchased their own linens. Others may wish to do so to save on laundry charges, which are considerably less than rental supply linen charges.

Many of you have sent in suggestions during the past year and each one has been discussed and considered and your Rental Committee will continue this plan during the coming year in hopes of having a better Polynesian Shores for the Owner and their Vacation Guests.

Aloha,

Ray. Harris

Raymond Harris
Rental Group Chairman.

W. Raymond Harris
1312 Main Street
P. O. Box 668
Corona, Calif. 91720

W. Raymond Harris
1312 Main Street
P. O. Box 668
Corona, Calif. 91720

Dec. 1, 1974

Dear Mary:

I received your letter of November 27 stating you had not changed your mind about putting you ½% into the Advertising Fund. I am not speaking for the committee, but as long as it has gone this far into the year, might as well let it ride until we all get together and talk it over. As President Ford once said, "The honeymoon may be over, but we would like it to be a good marriage".

I am though a little confused, or a lot depending on how you look at it, as to what is expected of the Rental Agent and also of the owners in the Rental Group.

I don't want to get nosey, but it might be well for both parties concerned, the Rental Agent and the Rental Group Board, if you would send a copy of the Rental Agents Responsibilities and Duties Agreement that you are working under. This way we wont expect anything of the other party that hasn't been previously agreed upon.

Also, would you send a list of the names of each owner and the date that they originally paid their $50. into the fund and each months 1% income to date, plus the list of each expenditure, which should give us the cash balance in the fund.

Then it might be well after this, to send to me a monthly financial report so we will all know where the money is coming from and where it is going.

As you said, words on paper are not always the easiest way to get thoughts across, but hope my thoughts are received in a kind and construtive manner.

Hope you and all the family have a happy, prosperous and busy Holiday Season.

As ever,

Ray.

Raymond Harris

PS Would you also send a blank copy of the agreement each owner signs and returns to you when you rent their apartment for them. This is the one we all signed in the very beginning.

		June '74	July	August	Sept.	Oct.	Nov.	Dec.
Mack	101*	$250.-	$335.80	$854.-	$342.90	$135.-	(Pays) 4	
Zdiser	102			300.-	96.50	300.-	7	250.-
Knight	104	402.50	490.-	168.-	173.50	244.35	8	193.-
Sanborn	105	0	0	325.-	325.-	325.-	0	195.-
Ellis	106	0	283.50	125.-	0	150.-	4	278.-
Harris-Fare	107	0	227.50	721.-	0	425.-	0	270.-
Vascotto	108	0	278.20	382.-	0	150.-	0	262.-
Johnston	112	325.-	325.-	325.-	0	0	0	316.-
Neumeyer	113	0	0	192.-	181.-	214.35	6	564.-
Mabry	114	0	321.45	50.-	150.-	171.45	9	450.-
Cusick	115	300.-	300.-	475.-	150.-	325.-	17	219.-
Matsumoto	116	325.-	349.-	227.85	552.85	325.-	#325	325.-
Baker	117	0	0	234.-	0	100.-	10	278.-
Johnston	118	325.-	90.-	325.-	325.-	325.-	*325	350.-
Higgenbotham	119*	235.-	0	0	257.50	405.-	0	708.-
Lelieman	120	0	270.-	442.-	0	235.80	0	342.-
Lau	121	150.-	325.-	325.-	325.-	325.-	*325	
Robertson	122	124.-	0	375.-	0	0	12	177.-
Sakagawa	123	60.-	50.-	180.-	0	325.-	*325	490.-
Jones	125	325.	325.-	325.-	325.-	206.15	0	250.-
Olson	126							
Yee	201*	0	135.-	484.-	0	500.-	24	668.-
Hiroshige	203	325.-	325.-	325.-	325.-	325.-	*325	325.-
Cordes	204	0	189.45	235.80	325.-	325.-	*325	325.-
Lee	206	0	325.-	325.-	325.-	325.-	0	200.-
Boyd	208	0	75.-	0	0	301.80	0	418.-
Kittle	210*	0	250.-	857.71	200.-	225.-	Sell	—
Doyle	211	333.-	450.-	402.-	334.30	405.-	0	404.-
Takenaka	212	325.-	325.-	325.-	325.-	325.-	*325	
Nagasako	213	325.-	325.-	325.-	325.-	325.-	*325	325.-
Sanborn	216	300.-	300.-	300.-	0	300.-	*300	300.-
F. Chang	217	0	300.-	300.-	300.-	150.-	*300	225.-
P. Chang	219*	500.-	500.-	500.-	500.-	500.-	0	554.-
Matzen	221	300.-	450.-	514.29	177.00	371.-	0	342.-
Popenoe	223	0	150.-	327.90	278.20	0	0	200.-
Ruffner	224	0	214.35	385.80	150.-	0	0	417.-
Pulispher	225	0	0	585.-	342.90	0	0	57.-
Harris-Fare	226*	0	0	385.-	225.-	200.-	6	430.-
		$6,466.70	$8,274.35	$12,928.39	$7,336.65	$9,244.90	$6,029.-	$11,207.-
Median Rental		$2,064.-	4,171.-	7,966.-	2,910.-	4,308.-		

Rental Facts —

Income — from Rental Group

Jan./June (6 months)	July/Dec. (6 months)	Yearly
1973 #34,314.00	#27,652.00	#61,967.00
1974 65,744.00	50,913.00	116,657.00
1975 75,091.00	63,710.00	138,801.00

Polynesian Shores Rental Group - Cash Balance Sheet.

Month of	Discription -	Deposits - Income -	Expenses	Balance on Hand
Jan. '73	Opened Account			- 0 -
Feb.	Rental Promotion Fund Fee - (4 Units) @ 50. ea.	200.-		200.-
Mar.	Service Charge on Bank Account		.51	199.49
Apr.	Rental Pro. Fund Fee (3 units) "	150.-		
"	" " " " (6 units) "	300.-		
"	5M Brochures		146.56	
"	1M Stationery - 1M Envelopes		36.00	
"	Parcel Post.		5.40	
"	Service Charge		.55	460.95
May	Rental Pro. Fund Fee (1 unit) "	50.-		
"	Postage		1.05	
"	Service Charge		.64	509.26
June	Rental Pro. Fund Fee (5 units) "	250.-		
"	Service Charge		.28	758.98
July	Rental Pro. Fund Fee (17 units) "	850.-		1,608.98
Aug	"			1,608.98
Sept.	"			1,608.98
Oct.	"			1,608.98
Nov.	"			1,608.98
Dec.	"			1,608.98
Jan. '74	Coin Box Collection from Advertisor	61.65		1,670.63
Feb.	News Dealers Statement		40.17	1,630.46
Mar.	500 Stationery - 500 Envelopes		14.45	
"	Mav. Photo		125.00	
"	Color Post Cards - 12,500		350.01	1,141.-
Apr.	"			1,141.-
May	"			1,141.-
June	So. Cal. Business Ads (4 @ 9.)		36.00	
"	Rental Promotion Fund Fee (2 units) "	100.00		
"	? (from Check No. 90-1174)	35.-		
"	Color Brochures - 27,500 - (Cost 1,309.20) Part Payment		800.-	446.00
July	New - 1% Owners Rent to Promotion Fund	71.09		
"	1M - Rate Sheets		25.74	
"	Service Charge		.58	484.77
Aug.	Rental Promotion Fund Fee (1 unit) @ 50.	50.00		
"	1% Owner Rent to Promo. Fund.	82.57		
"	? (from Check No. 59-127)	85.00		
"	Vacancy Sign 78. - Reply Mailers 500 26.32 - Rules/Reg 1M 28.18		157.18	
"	Rental Agre. Pad 3.69 - Stamps 21.00			

Polynesian Shores Rental Group — Cash Balance Sheet

Month of-	Discription —	Deposits - Income -	Expenses	Balance On Hand
Aug '74	Parcel Post on Brochures		54¢	
"	Service Charge - Bank		.64	539.9
Sept.	1% Owners Rent to Promotion Fund	129.24		
"	Postage - Letters - Rate Sheets to Owners & Travel Ag.		39.17	
"	Postage -		21.00	
"	Printing - Avail. Reports 1M 17.53 - Rate Sch. 3M 14.35		33.16	
"	Service Charge		.64	
"	Partial Payment on Brochures		300.-	274.3
Oct.	1% Owners Rent to Promotion Fund	73.32		
"	Service Charge		.64	349.4
Nov.	1% Owners Rent to Promotion Fund	92.62		
"	Rental Promotion Fund Fee (2 units) @ $50.	100.-		
"	Partial Payment on Brochures		100.-	
"	Final " " "		109.20	
"	Postage		17.00	~~312.6~~
"	Service Charge		.82	312.6
"	Regulations Eps? Printing Envelopes 300/522 Groups Share ½		14.87	
"	Postage/Misc Exp		12.62	285.15
Dec.	1% Owners Rent to Promotion Fund	60.29		
"	Service Charge		.76	344.68
Jan 1975	1% Owner Rent to Promotion Fund	112.07		456.7
"	Service Charge		52	456.2
Feb	1% Owners Rent to Proma Fund	148.52		604.7
"	Service Charge		52	604.1
March	Postage/Stamps		54.23	549.9
"	1% Owners Rent to Proma Fund	173.07		723.0
"	Bank Service Charge		.34	722.6
April	1% Owners Rent to Proma Fund	217.73		940.4

Received 9/14/74
(But No Job Description
or Contract)

RENTAL MANAGEMENT AGREEMENT for POLYNESIAN SHORES

OWNER(S): _____ RENTAL AGENT: _____

ADDRESS: _____ ADDRESS: _____

_____ _____

PROPERTY: _____

APARTMENT NO.: _____

LOCATION: _____

_____, hereinafter called "Owner", and _____

_____, hereinafter called "Rental Agent, agree as follows:

1. Owner hereby employs Rental Agent to rent the property as described above, and upon the terms and conditions hereinafter set forth.

2. The attached Rental Management Procedure will be adhered to by the Rental agent and Owner unless superseded by provisions of this Rental Management Agreement.

A. Rental Agent agrees:

1. To solicit, by methods mutually agreed upon, desirable occupants for Owner's apartment at rental rates mutually agreed upon.

2. To collect and account for rents, deposits, fees, and reimbursements from said tenants.

3. To process reasonable requests from tenants and Owners and to assure that said tenants and Owners are comfortable.

4. To check the condition of the apartment upon vacating by tenants and to pursue by all reasonable means, reimbursement for unreasonable wear, damage and missing items.

5. To build goodwill for the property.

6. To contract for and authorize expenditures necessary for maintenance, service, and upkeep of the apartment furnishings and linens, and to pay for same out of Owner's rental income.

7. To arrange for maid service, cleaning equipment and supplies, all at the expense of Owner.

8. To deposit daily or at such times as may be reasonably practical, into a bank account, all rents, fees, and deposits collected from tenants.

9. To expend funds authorized by Owner for advertising in a manner mutually agreed upon.

10. To maintain the Owner's apartment in a clean condition and in good repair, all at Owner's expense, and to recommend to Owner necessary repairs and replacements of a major nature.

11. To maintain adequate fiscal records.

12. To provide to Owner, monthly, a statement of financial transactions. This will be mailed together with the remittance check.

13. To notify Owner if account is overdrawn or does not have sufficient funds to cover any charges or bills for the apartment. Rental Agent shall not be responsible to advance any sums for any purpose.

14. To collect or charge no undisclosed fee, rebate or discount, and if any should be received, to credit them to the account of the Owner.

15. To provide Owner with evidence that Rental Agent is bonded for $_____.

B. Owner Agrees:

1. To abide by the house rules in existence or as may be promulgated and changed from time to time.

2. To pay Rental Agent a percentage of Gross rental income as follows:

_____% for occupants except owner or owner-referrals

_____% for owner occupancy

_____% for owner-referred occupants

_____% of all confiscations of advance deposits due to cancellations and of deposits due to forfeiture of rental agreements (where applicable).

3. To promptly provide adequate funds to pay for outstanding obligations upon receipt of notice of insufficient funds by Rental Agent.

4. To secure a State of Hawaii General Excise (gross income) tax license and book and to timely report and pay said tax to the Hawaii State Tax Collector.

5. To give the Rental Agent 60 days notice, in writing, if Owner desires to occupy his unit during the off-season period, and six months notice if the Owner wishes to occupy his unit during the periods of high occupancy which are from mid-December through March and June through September. In the event the Owner's unit is occupied and the tenant refuses to move, the Owner will be advised and the Rental Agent will make recommendations regarding vacancy and availability of similar units.

6. To abide by the decisions of the Board of Governors of the Rental Association, if such an association exists.

7. To secure, maintain, pay for, and deposit with the Association a copy of a policy of comprehensive personal liability insurance with minimum limits of $50,000/$100,000 for bodily injury and $5,000 for property damage, naming the Rental Agent as an additional insured.

8. To promptly pay for mutually agreed services to be performed by said Board or Rental Agent.

9. Upon withdrawing from the Rental Association to surrender any and all interest in capital items purchased during period of membership in the rental operation.

10. To give 60 days minimum written notice to the Board and Rental Agent prior to termination of participation in the Rental Association. Withdrawal from the Rental Association shall be 60 days from the receipt of the notice, or upon the unit becoming vacant, whichever is the later. Upon termination, the seed money is forfeited.

11. To pay a special rental operation assessment of $_____ to be used for advertising, promotion, equipment and supplies. This money is transferable, but not refundable. In the event an Owner decided to sell his unit, he may transfer the credit for this assessment to the buyer, but there will be no refund. Any special handling of this shall be a transaction between the seller and buyer.

12. To pay into an advertising fund each month a percentage of gross rental income, which percentage and commencement date shall be determined by the Rental Board of Governors or the Board of Directors. The Rental Agent is hereby authorized to deduct this sum from Owner's rental account each month upon notification by the above Board.

13. To pay without prior authorization, those minor expenses deemed necessary by the Rental Agent to maintain the apartment in good rental condition. These expenses are to be limited to a maximum of $25 in any one month and are intended to cover such items as replacement of lost or broken items, etc. Major expenses, over $25, must be authorized in advance and in writing by the Owner.

14. To pay standard, prevailing, percentage rates to Travel Agents and hotel agents for tenants booked through their agencies.

15. To pay for necessary maid services at a flat rate of $3.00 per hour.

16. To pay housekeeping supplies and linen service.

This agreement may be terminated by either party hereto upon thirty (30) days written notice to the other. In no event, however, shall this agreement be terminated until any and all indebtedness to, or advances made by, the Rental Agent shall have been paid in full. This agreement is assignable to a new Rental Agent who may be selected either by the Board of Governors of the Rental Association, or, the Board of Directors of the Condominium Association.

OWNER(S):

_____

_____

Date:_____

RENTAL AGENT:

By:_____

Title:_____

Date:_____

Polynesian Shores

MAUI – OCEAN FRONT
Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • T.V.
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

RATE SCHEDULE

Effective July 1, 1975 to July 1, 1976

	Daily Rates	Additional Persons
One Bedroom (2 persons)	$ 30	$5 each
Two Bedrooms, Two Baths (4 persons)	$ 50	$5 each

10% Discount 7 days or more
20% Discount 28 days or more
plus State Tax

– 3 DAYS MINIMUM STAY –
DEPOSIT REQUIRED: 1 Bedroom $50
2 Bedroom $75

FOR RESERVATIONS:

Mail to: Polynesian Shores
RR #1 - Box 80
Lahaina, Maui, Hawaii 96761

Phone
Area 808
669-6065

or Contact Your Travel Agent

- Accommodations Desired:
  ( ) Twin Beds ( ) One Bedroom Apt.
  ( ) Queen Size Bed ( ) Two Bedroom - 2 Bath
- Arrival Date _____ Departure Date _____
  Number in Party _____ Adults ____ Children _____

Name _____

Address _____

_____

NOTICE OF CANCELLATION MUST BE RECEIVED AT LEAST 14 DAYS BEFORE ARRIVAL TIME FOR DEPOSIT REFUND.

Polynesian Shores

MAUI – OCEAN FRONT

Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

RATE SCHEDULE
Effective December 15, 1979 to December 15, 1980

DAILY RATES

Type of Accommodations	3 – 6 Nights	7 – 27 Nights	28 or More Nights
1 Bdrm/1 Bath (2 Persons)	$50.00	$45.00	$40.00
2 Bdrm/2 Bath (2 Persons)	$58.00	$52.00	$46.00
2 Bdrm/2 Bath (4 Persons) End Unit	$85.00	$75.00	$68.00
Additional Persons (ea.)	$ 6.00	$ 6.00	$ 6.00

Plus 4% State Tax

3 NIGHTS MINIMUM STAY
(2 Week Minimum Stay December 20 through January 2)

CREDIT CARDS NOT ACCEPTED

DEPOSIT REQUIRED: 1 Bedroom . . . $100.00
2 Bedroom . . . $150.00

FOR RESERVATIONS:

Mail to: Polynesian Shores
RR 1, Box 80
Lahaina, Maui, Hawaii 96761

Phone
Area 808
669-6065

Or Contact Your Travel Agent

- Accomodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ 1 Bdrm. Apartment
  - ☐ 2 Bdrm/2 Bath
  - ☐ 2 Bdrm/2 Bath (End Unit)
- Arrival Date _____ Departure Date _____

No. in Party _____ Adults _____ Children _____

Name _____

Address _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.
Notice of Cancellation must be received at least 30 days before arrival time for deposit refund.

Polynesian Shores

MAUI – OCEAN FRONT

Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • COLOR TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

DAILY RATE SCHEDULE
Effective December 15, 1982 to December 15, 1983

10% DISCOUNT . . . 4/15/82 thru 12/14/83

Type of Accommodations	3 – 6 Nights	7 – 27 Nights	28 or More Nights
1 Bdrm/1 Bath (2 persons)	$58.00	$50.00	$40.00
2 Bdrm/2 Bath (2 persons)	$68.00	$60.00	$50.00
2 Bdrm/2 Bath (4 persons) End Unit	$90.00	$80.00	$70.00
Additional Persons (each)	$ 6.00	$ 6.00	$ 6.00

Plus 4% State Tax
3 NIGHTS MINIMUM
CREDIT CARDS NOT ACCEPTED
DEPOSIT REQUIRED: $150

FOR RESERVATIONS:

Mail to: POLYNESIAN SHORES
3975 Honoapiilani Road
Lahaina, Maui, Hawaii 96761

Phone:
Area 808
669-6065

Phone Collect or
Contact Your Travel Agent

- Accommodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ 1 Bedroom Apartment
  - ☐ 2 Bedroom/2 Bath
  - ☐ 2 Bedroom/2 Bath (End Unit)
- Arrival Date _____ Departure Date _____

No. in Party _____ Adults _____ Children _____

Name _____

Address _____

Notice of cancellation must be received at least 30 days before arrival time for deposit refund, less 10% handling fee.

Polynesian Shores

MAUI – OCEAN FRONT

Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • COLOR TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

DAILY RATE SCHEDULE
Effective December 15, 1982 to December 15, 1983

10% DISCOUNT . . . 4/15/83 thru 12/14/83

Type of Accommodations	3 – 6 Nights	7 – 27 Nights	28 or More Nights
1 Bdrm/1 Bath (2 persons)	$58.00	$50.00	$40.00
2 Bdrm/2 Bath (2 persons)	$68.00	$60.00	$50.00
2 Bdrm/2 Bath (4 persons) End Unit	$90.00	$80.00	$70.00
Additional Persons (each)	$ 6.00	$ 6.00	$ 6.00

Plus 4% State Tax
3 NIGHTS MINIMUM
CREDIT CARDS NOT ACCEPTED
DEPOSIT REQUIRED: $150

FOR RESERVATIONS:

Mail to: POLYNESIAN SHORES
3975 Honoapiilani Road
Lahaina, Maui, Hawaii 96761

Phone:
Area 808
669-6065

Phone Collect or
Contact Your Travel Agent

- Accommodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ 1 Bedroom Apartment
  - ☐ 2 Bedroom/2 Bath
  - ☐ 2 Bedroom/2 Bath (End Unit)
- Arrival Date _____ Departure Date _____
  No. in Party _____ Adults _____ Children _____
  Name _____
  Address _____

Notice of cancellation must be received at least 30 days before arrival time for deposit refund, less 10% handling fee.

Polynesian Shores

MAUI OCEANFRONT
Vacation Condominiums on the Kaanapali Coast

- All Ocean View
- Freshwater Pool • Color TV
- Spacious Tropical Landscaping
- All Units Fully Furnished • Complete Kitchens
- Ocean Front Barbeque Deck

A Million Dollar View
at Affordable Prices!

Magnificently located on Maui's Sunset Coast.

Units 106, 110, 224

DAILY RATE SCHEDULE
April 15, 1994 to December 14, 1994

Type of Accommodations:	
1 Bdrm/1 Bath (2 People)	$80/90
2 Bdrm Loft (2 People)	$90/100
2 Bdrm End (4 People)	$135
3 Bdrm/2 or 3 bath (4 People)	$155
Additional Person (each)	$ 10

Plus State Taxes • 3 Nights Minimum
DEPOSIT REQUIRED: $300
7th Night FREE

- MONTHLY DISCOUNT AVAILABLE
- RATES SUBJECT TO CHANGE WITHOUT NOTICE
- BALANCE DUE UPON ARRIVAL

Call Toll Free for Reservations:

CONTINENTAL U.S.: *1-800-433-Maui*

CANADA: *1-800-488-2179*

PREFERRED CAR RENTAL RATES AAA APPROVED

See your Travel Agent or write:

Polynesian Shores

3975 Lower Honoapiilani Road
Lahaina, Maui, Hawaii 96761
808-669-6065 • FAX: 808-669-0909

Holiday 87/Winter

Polynesian Shores

MAUI — OCEAN FRONT
Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • COLOR TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

DAILY RATE SCHEDULE
EFFECTIVE December 15, 1987 to April 14, 1988

Type of Accommodations	3-30 Nights	31 or more Nights
1 Bdrm/1 Bath (2 persons)	$ 85.	$ 75.
2 Bdrm/2 Bath (4 persons) LOFT	$ 105.	$ 95.
2 Bdrm/2 Bath (4 persons) END UNIT	$ 125.	$ 110.
3 Bdrm/2 or 3 Bath (8 persons) END UNIT	$ 150.	$ 135.
Additional Persons (each)	$ 8.	$ 8.

Plus State Tax 4% 3 NIGHTS MINIMUM
DEPOSIT REQUIRED: $200.00

FOR RESERVATIONS:

Mail to: POLYNESIAN SHORES
3975 Honoapiilani Hwy. Rd.
Lahaina, Maui, Hawaii 96761

Phone:
Area 808
669-6065

Reservations Only: **1-800-433-MAUI**

CANADA Call Collect

- Accommodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ King Size Bed
  - ☐ 1 Bedroom Apartment
  - ☐ 2 Bedroom/2 Bath (Loft)
  - ☐ 2 Bedroom/2 Bath (End Unit)
  - ☐ 3 Bedroom/ 2 or 3 Bath (End Unit)
- Arrival Date _____ Departure Date _____
- No. in Party _____ Adults _____ Children _____
- Name _____
- Address _____

Notice of Cancellation must be received at least 30 days before arrival time for full deposit refund, if less — 10% handling fee.

Subject to change without notice

Polynesian Shores

MAUI OCEANFRONT
Vacation Condominiums on the Kaanapali Coast

- All Ocean View
- Freshwater Heated Pool • Color TV
- Spacious Tropical Landscaping
- All Units Fully Furnished • Complete Kitchens
- Ocean Front Barbeque Deck

A Million Dollar View
at Affordable Prices!

Magnificently located on Maui's Sunset Coast.

DAILY RATE SCHEDULE
April 15, 1996 to December 14, 1996

Type of Accommodations:	
1 Bdrm/ 1 Bath (2 People)	$85/$95
2 Bdrm/ 2 Bath Loft (2 People)	$95/$105
2 Bdrm/2 Bath End (4 People)	$140
3 Bdrm/ 2 or 3 Bath (4 People)	$160
Additional Person (each)	$10

Plus State Taxes • 3 Nights Minimum
DEPOSIT REQUIRED: $300
7th Night *FREE*

- MONTHLY DISCOUNT AVAILABLE
- RATES SUBJECT TO CHANGE WITHOUT NOTICE
- BALANCE DUE UPON ARRIVAL

Call Toll Free for Reservations:

CONTINENTAL U.S.: *1-800-433-Maui*

CANADA: *1-800-488-2179*

PREFERRED CAR RENTAL RATES

DISCOVER VISA MasterCard

See your Travel Agent or write:

Polynesian Shores
3975 Lower Honoapiilani Road
Lahaina, Maui, Hawaii 96761
808-669-6065 • FAX 808-669-0909

AAA APPROVED

Polynesian Shores
Condominium Resort

Vac on Condominiums on the Kaanapal oast
Oceanfront Property • All Condos have Ocean Views
A Million Dollar View at an Affordable Price

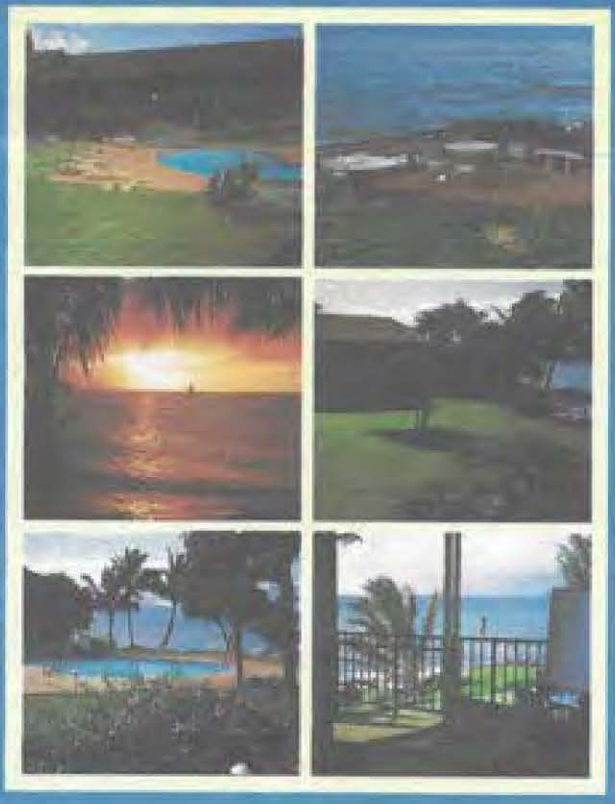
2007 RATE SCHEDULE

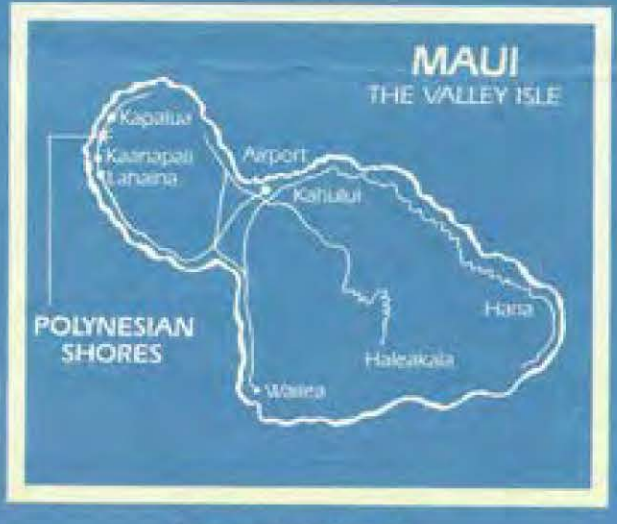
TYPE OF ACCOMMODATIONS		LOW SEASON (4/15–12/15)	PEAK SEASON (12/16–4/14)
1 Bdrm / 1 Bath OceanView	(2 People)	$150	$155
1 Bdrm / 1 Bath OceanFront	(2 People)	$160	$165
2 Bdrm / 2 Bath "Loft" OceanView	(4 People)	$190	$195
2 Bdrm / 2 Bath "Loft" OceanFront	(4 People)	$200	$205
2 Bdrm / 2 Bath "End" OceanFront	(4 People)	$230	$235
3 Bdrm / 3 Bath "End" OceanFront	(6 People)	$285	$290

NOTE:
3 Night Minimum
7th Night Free in Low Season
Holiday Rates Apply
from Dec. 17 to Jan. 7 –
$25 additional per night

Most units sleep up to 2 additional people ($10 each).
Cleaning fee will be charged for stays of less than 5 nights.
Children 5 and under stay free.
Rates subject to change and do not include Hawaii State Taxes.
Preferred Car Rental rates are available.

Polynesian Shores
3975 Lower Honoapiilani Road, Lahaina, Maui, HI 96761
Tel: (808) 669-6065 • Fax: (808) 669-0909
Toll Free: Mainland: **(800) 433-MAUI** • Canada: **(800) 488-2179**
www.PolynesianShores.com • email: **info@PolynesianShores.com**





For reservations write or call:

POLYNESIAN SHORES

VACATION CONDOMINIUM APARTMENTS

3975 Honoapiilani Road
Lahaina, Maui, Hawaii 96761
Telephone (808) 669-6065

POLYNESIAN SHORES

Maui, Hawaii

On the Kaanapali Coast

Ideally located on the shore of Maui's beautiful west coast, Polynesian Shores offers affordable oceanfront vacation condominiums—the perfect place for your next Maui vacation. You can set your own pace—play, or hide away. Enjoy tropical palms, fragrant plumeria trees, the sound of waves breaking against the shoreline, spectacular blazing sunsets, and unsurpassed ocean views. The neighbor islands of Moloka'i and Lana'i seem close enough to touch. Turtles swim in the Maui waters, and in the winter season, humpback whales frolic in the warm ocean close to shore. Our spacious, lush grounds are perfect for relaxation, family vacations, and honeymoons. Spectacular sunsets are a nightly event—each provides its own panorama of exploding color. Our large oceanfront deck at the water's edge is equipped with tables, chairs, and barbeque grills. Come share the true meaning of Aloha with us at Polynesian Shores!

Driving Directions from Kahului Airport

From the Kahului Airport, start out going SOUTHWEST on KEOLANI PL. toward HEMALOA ST. 1.3 miles

Turn SLIGHT LEFT onto DAIRY RD. / HI-380. Continue to follow HI-380 – 6.2 miles

Turn LEFT onto HONOAPIILANI HWY / HI-30 S. Continue to follow HI-30 S. – 22.3 miles

Turn LEFT onto AKAHELE ST. – 0.1 mile

Turn LEFT onto LOWER HONOAPIILANI RD. – 0.7 mile

Look for the **Polynesian Shores** entrance on your right at **3975 Lower Honoapiilani Rd.**

Estimated driving time is 48 minutes

Oceanfront Vacation Condominiums on the Kaanapali Coast

3975 Lower Honoapiilani Road
Lahaina, Maui, HI 96761

www.PolynesianShores.com

Tel: (808) 669-6065
Mainland: (800) 433-MAUI
Canada: (800) 488-2179
Fax: (808) 669-0909

Managed by MauiLiving.com LLC

Polynesian Shores
Condominium Resort

Travel Documents

Oceanfront Vacation Condominiums on the Kaanapali Coast

3975 Lower Honoapiilani Road
Lahaina, Maui, HI 96761

www.PolynesianShores.com

Tel: (808) 669-6065
Mainland: (800) 433-MAUI
Canada: (800) 488-2179
Fax: (808) 669-0909

Polynesian Shore
Condominium Reso

Guest Informatic

James & Marilyn Hybiske
21330 Broadway, Sonoma CA 95476
650-759-9008

June 27, 2026

Aloha Council Members,

I, Marilyn Hybiske, and my husband, James Hybiske, are owners of condo #226 at Polynesian Shores. My parents, Raymond and Virginia Harris, purchased two condominiums at Polynesian Shores (#226 and #107) in 1972, when Polynesian Shores condos were first offered for sale. Our family has been condo owners at Polynesian Shores for four generations. Polynesian Shores continues to play a very important part in our lives. We took over ownership of condo 226 in 2005 after Marilyn's parents had passed away.

We are writing to confirm and testify that the majority of initial owners of condos at Polynesian Shores purchased their vacation condominium not only to enjoy and vacation on Maui, but also rent their condos on a short-term basis to vacationers. Polynesian Shores was built, designed, and advertised and as "Vacation Condominiums", which today would be called Short Term Rentals (STRs).

Both Raymond Harris and Marilyn Hybiske served multiple terms as officers and directors on the Polynesian Shores AOAO Board of Directors as well as the Polynesian Shores Rental Group.

We have documentation that confirms this use: Minutes of the early AOAO Organizational Meetings that chronicle the establishment of the Polynesian Shores AOAO and Polynesian Shores Rental Group. Both groups were formed in early 1973. Our Polynesian Shores representatives have copies of some of these documents.

We testify that Polynesian Shores was a Vacation Rental property from its inception.

Mahalo and Warm Aloha,

Marilyn Hybiske

Marilyn (Harris) Hybiske

James C Hybiske

James Hybiske

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 AOAO 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 severally 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 AOAO at Puunoa Beach Estates
45 Kai Pali Place
Lahaina, Maui, Hawai‘i

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 krkrafft@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

You don't often get email from devonbalocco@gmail.com. Learn why this is important

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 AOAO
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:

811 S Kihei Rd, HI 96753 Search

Whether you are in a high risk zone or not, you may need flood insurance because most homeowners 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 **15000305866**, effective on **11/4/2015**

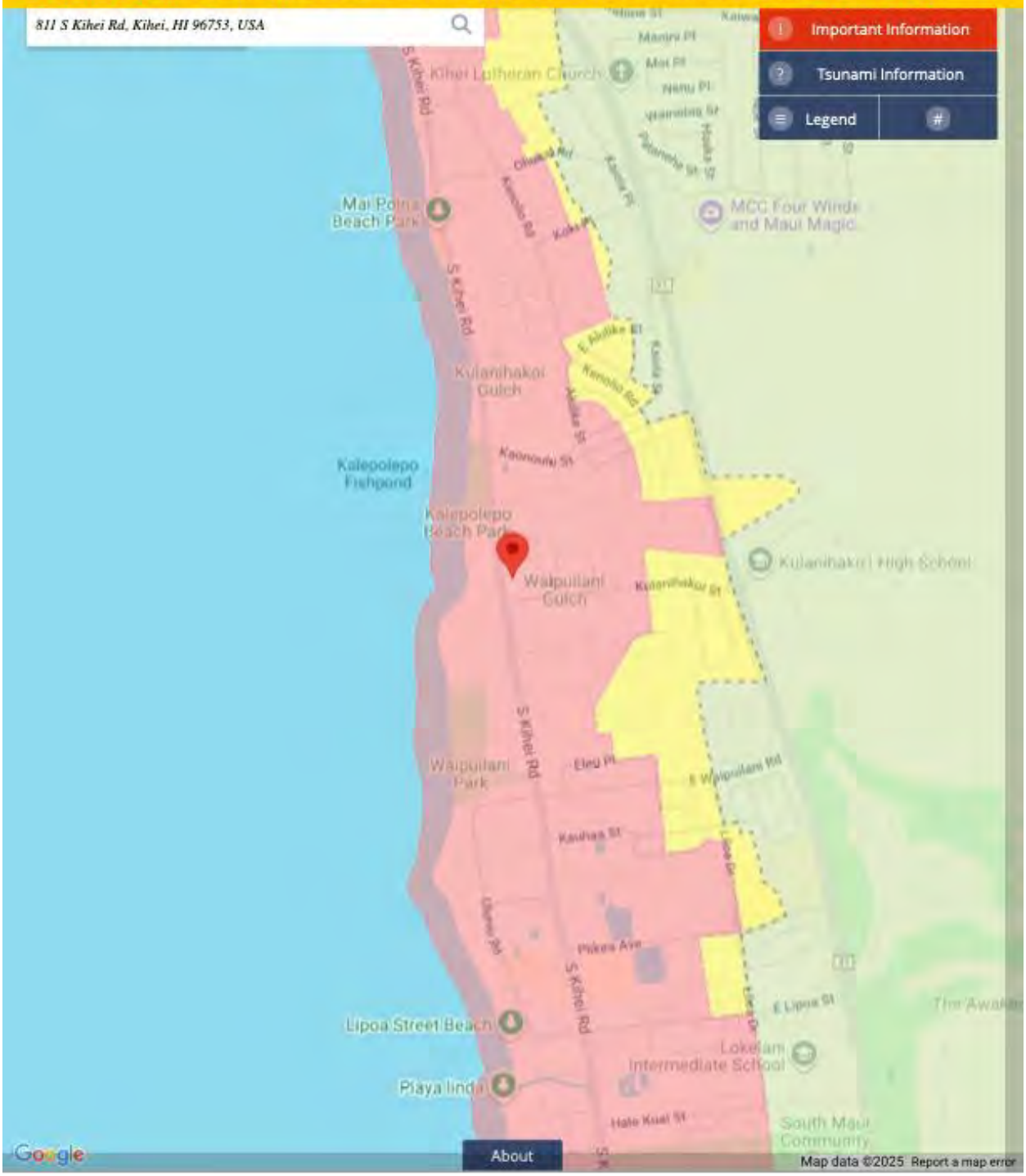
DYNAMIC MAP

MAP IMAGE

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 »

The U.S. government is closed. This site will not be updated; however, NOAA websites and social media channels necessary to protect lives and property will be maintained. To learn more, visit commerce.gov. For the latest forecasts and critical weather information, visit weather.gov. ×



HLU Committee

From:	brendallane (null) <brendallane@aol.com>
Sent:	Saturday, July 4, 2026 7:57 PM
To:	HLU Committee
Subject:	Resolution 26-111 testimony - Request to add Hale Kamaole to the list of properties to be rezoned
Attachments:	Hale Kamaole Declaration of Horizontal Property Regime.pdf

You don't often get email from brendallane@aol.com. Learn why this is important

Council Member Tom Cook
And other members of the HLU

Resolution 26-111 Testimony and Request – Hale Kamaole

I am writing in support of Hale Kamaole Condominium's rezone from A1/A2 zoning to H3/H4. Hale Kamaole is a complex of 188 one and two bedroom fee simple units on 8 acres in South Kihei. The address is 2737 S. Kihei Rd. **TMK 3900 4084 0000**. It is listed on the Minatoya List; on Exhibit 2 of the TIG report; and Attachment 1 of Bill 88.

I am specifically requesting that it be added to Resolution 26-111. Resolution 26-111 proposes to refer ordinances to the Maui Planning Commission to amend the Kihei-Makena Community Plan and West Maui Community Plan and to change the zoning designation for certain Apartment District properties that operate like hotels. Hale Kamaole was built in 1974, primarily as second homes that owners could rent out on a short term basis when they were not in residence. They were purchased fully furnished, including all furniture, bedding, linens, kitchenware, dishes, silverware, etc. You chose between 3 color palettes. They were definitely not intended for workforce housing, where buyers would be expected to provide their own furnishings, and would expect to have more parking and storage space. They had 1 undesignated parking space per unit. There were two pools, a tennis court, office, pavilion and central laundry.

Document 73-76074 (attached) filed 9/26/73 is the **Hale Kamaole Declaration of Horizontal Property Regime.** Page 9513-239-240 sets out the USE of the apartments. It states that the **"owners of the respective apartments shall have the absolute right to lease or rent such apartments for transient purposes".**

In fact, the original owners of the apartments did just that. The individually owned **apartments were mostly rented out as vacation rentals, starting in 1974**. Owners rented to family and friends, and advertised their units in hometown newspapers. If their own unit was booked, they would call another owner to see if theirs was available.

This started happening a lot, and soon many of the owners decided to band together is a "loose association" and formed the **Hale Kamaole Co-op**. A half or more of the owners

joined the Co-op. They each paid a fee every month into the Co-op, and hired a resident manager, in addition to the AOAO resident manager. They printed brochures and obtained an 800 phone number to take calls and reservations. Members were expected to continue to advertise their units and send brochures to local travel agents. **The resident manager hired and scheduled the unit cleaners and maintenance people; maintained a central calendar; took info calls and rented out units and collected payment; distributed payments to owners; registered guests at the condominium office; and provided concierge services.** A percentage of the rental fees went to the Coop. **An Activity Desk was put in the pool pavilion area, and held daily activity orientations** up until a couple years ago. Other rental agents and individual owners also rented out units.

The Coop paid to list Hale Kamaole in the Official Hotel and Resort Guide, the "bible" for travel agents from its early days. The Official Hotel and Resort Guide (ORHG), originally published by Ziff-Davis, was the travel industry's most comprehensive print directory at the time. It served as a vital reference for travel agents, detailing properties, amenities, rates and locations before the rise of modern digital travel portals. In this guide, Hale Kamaole was listed as a low-density, resort-style condominium property. In the 1984 guide, Hale Kamaole was primarily marketed to travel agents as an affordable, family-friendly alternative to the high-end, luxury mega-resorts being developed just down the road in Wailea. Hale Kamaole became a popular spot for families to rent, with its two pools, tennis court , pavilion and central barbecue areas, with renters returning year after year. This was all before the internet. Later, with the advent of the internet, a website was developed by the the Co-op, and people stopped using travel agents.

We purchased our condo in 1984. Our intent was to rent it out short term when we weren't vacationing there, in order to have it paid off when we retired and could spend more time there. Our real estate agent showed us condos at Hale Kamaole, primarily because of the Co-op rental program. She said it was unique among the condo complexes on Maui and highly recommended it. She was Hawaiian. At that time the Co-op used the offices at the complex to operate, register visitors and provide information to guests. They still do that, plus give out parking permits. They operate 7 days a week, 9-5, and provide a phone number to call someone for after hour arrivals. At the time we bought, there was a "linen pool" where the Co-op provided the linens and towels for use in the condos, but that was later stopped to provide owners with the opportunity to decorate to their own tastes.

Since Hale Kamaole has always accommodated transient rental uses, it seems appropriate to be included with the other properties on Resolution 26-111 that operate in a hotel-like manner. I respectfully ask that it be added to this resolution.

I would be happy to provide any other information that may be required. We are now retired and spend several months at a time on Maui, almost six months a year, but not contiguous, so it would be impossible to rent our condo out long term when Bill 9 takes effect in 2031. Many of the owners in our complex are in that situation.

Thank you for your consideration.

Brenda Lane plu

Attachment: Hale Kamaole Declaration of Horizontal Property Regime (1973) Plus amendments

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:
Conroy, Hamilton
521-2611 (KH)

RETURN BY: MAIL ( ) PICKUP ( )

73- 76074

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD
LIBER 9513 PAGE 234
1973 SEP 26 AM 8:58

13- CM 309

REGISTRAR

Space above this line for Registrar's use

HALE KAMAOLE
DECLARATION OF HORIZONTAL PROPERTY REGIME

WHEREAS, LIFE RESOURCES, INCORPORATED, an Oregon corporation, duly qualified to do business in the State of Hawaii, hereinafter referred to as the "Fee Simple Owner", owns in fee simple that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Fee Simple Owner and CONTINENTAL DIVERSIFIED INDUSTRIES, an Arizona corporation duly qualified to do business in the State of Hawaii, hereinafter referred to as the "Developer", said fee simple owner and Developer being herein collectively referred to as the "Declarant" have jointly undertaken to develop said property by constructing thereocertain improvements hereinafter described in accordance with plans incorporated herein by reference and recorded in the Bureau of Conveyances of the State of Hawaii as Condominium File Plan No. 309.

NOW, THEREFORE, in order to create a condominium project consisting of said land and improvements (herein called the "Project") and to be known as "HALE KAMAOLE", the Fee Simple Owner hereby submits said land to the Horizontal Property Regime established by the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and in furtherance thereof makes the following declarations as to divisions, limitations, restrictions, covenants and conditions and hereby declares and agrees that said property is held and shall be held, or conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of the Fee Simple Owner, its successors and assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, heirs, executors, administrators and assigns:

ORIGINAL

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

1. Apartments. One hundred eighty-eight (188) freehold estates are hereby designated within the perimeter walls, floors and ceilings of each of the 188 apartment units of the Project contained in five (5) buildings without basements, three (3) containing 2 stories and a mezzanine, one (1) consisting of 3 stories and a mezzanine, and one (1) containing 3 stories and a mezzanine, in part, and 2 stories and a mezzanine in part, constructed principally of wood on a concrete slab, and designated as Buildings "1", "2", "3", "4", and "5", respectively, which spaces, herein called "apartments", are designated on said plans and described as follows:

(a) Apartments 101, 102, 103, 104, 105, 106, 107 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123 and 124 are located on the first floor of Building "1";

Apartments 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223 and 224 are located on the second floor of Building "1";

Apartments 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319 and 320 are located on the third floor of Building "1";

Apartments 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143 and 144 are located on the first floor of Building "2";

Apartments 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243 and 244 are located on the second floor of Building "2";

Apartments 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 339, 340, 341, 342, 343 and 344 are located on the third floor of Building "2";

Apartments 145, 146, 147, 148, 149, 150, 151 and 152 are located on the first floor of Building "3";

Apartments 245, 246, 247, 248, 249, 250, 251 and 252 are located on the second floor of Building "3";

Apartments 153, 154, 155, 156, 157, 158, 159 and 160 are located on the first floor of Building "4";

Apartments 253, 254, 255, 256, 257, 258, 259 and 260 are located on the second floor of Building "4";

Apartments 161 (Manager's Apartment hereinafter designated a common element), 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176 and 177 are located on the first floor of Building "5"; and

Apartments 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276 and 277 are located on the second floor of Building "5".

(b) Each apartment contains the number of rooms and approximate floor area according to its respective floor plan, which plans are part of said Project plan as follows:

1) One bedroom apartments: Apartments 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, and 244 each contains one bedroom, one bathroom, a dining area, kitchen, living room, and lanai, contains a total area including the lanai, of 880.7 square feet.

2) Two bedroom apartments: Apartments 201, 202, 203, 204, 221, 222, 223, 224, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, and 344 each consists of one story plus a mezzanine and contains one bedroom, one bathroom, a kitchen, combined living room and dining area, two storage areas and a lanai on the first level and one bedroom and a bathroom on the mezzanine level. Each such apartment contains a total floor area including the lanai of approximately 1214.9 square feet.

(c) Each apartment has immediate access to an exterior walkway leading to the elevators and/or stairways between the upper and ground floors of the buildings, and walkways connecting such buildings to the street entrance and parking area of the Project;

(d) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utilities or service lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames, the exterior air space bounded by the interior of the lanai railing, and all fixtures originally installed, including range, refrigerator, water heater, garbage disposal, dishwasher and air conditioner.

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

(a) Said land in fee simple;

(b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, chases, entries, exterior stairways and walkways of said buildings;

(c) All yards, grounds, landscaping, lanais and other recreational facilities; all refuse facilities; all roads, parking areas and driveways;

(d) All ducts, electrical equipment, wiring, pipes, and other central and appurtenant transmission facilities and installations over, under and across the project for services such as power, light, water, gas, sewer, air conditioning, telephone and radio and television signal distribution, if any;

(e) The apartment 161 on said plans which shall be reserved for the exclusive use and occupancy of the Resident Manager of the project;

(f) The areas designated on said plans as "office" "pavilion", and "laundry building";

(g) The tennis court;

(h) The two swimming pools with adjacent areas and equipment appurtenant thereto; and

Any and all other apparatus or installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

B. COMMON INTEREST. Each apartment shall have appurtenant thereto a percentage interest in all common elements of the Project, herein called the "common interest" and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting, as follows:

Two-bedroom	.06352355%
One-bedroom	.04602435%

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

(a) Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to and egress from, utility services for and support of such apartments; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as herein provided; and in all other apartments of its building for support;

(b) If any part of the common elements encroaches upon

upon any apartment or limited common element, a valid easement with such encroachment and maintenance thereof, so long as it continues, shall and does exist. In the event any apartments of the project shall be partially or totally destroyed and then rebuilt, minor encroachments of any part of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist;

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

D. ALTERATION AND TRANSFER OF INTEREST. The common interest and easements appurtenant to each apartment shall have a permanent character, shall not be altered without the consent of all owners of apartments affected thereby as expressed in an amendment to this Declaration duly recorded, shall not be separated from such apartment and shall be deemed to be conveyed or encumbered with such apartment even though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

E. USE. The residential apartments shall be occupied and used only as residences by the respective owners thereof, their tenants, families, domestic servants and social guests, and the

owners of the respective apartments shall have the absolute right to lease or rent such apartments for transient purposes, subject to all provisions of this Declaration.

F. ADMINISTRATION OF PROJECT. Administration of the project shall be vested in its Association of Apartment Owners, herein called the "Association", consisting of all apartment owners of the project in accordance with the By-Laws of the Association attached hereto as Exhibit "B" and made a part hereof. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Declaration and the By-Laws, and specifically but without limitation the Association shall:

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

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

3. Well and substantially repair, maintain, amend and keep all common elements of the project, including without limitation the buildings thereof, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land in a neat and attractive condition and all trees, shrubs and grass thereon

in good cultivation, and replant the same as may be necessary, and repair and make good all defects in the common elements of the project herein required to be repaired by the Association, of which notice shall be given by any owner or his agent, within thirty (30) days after the giving of such notice.

4. Before commencing or permitting construction of any improvement on the project, obtain and deposit with the Association a bond or certificate thereof naming as Obligee the Association and collectively all other apartment owners as their interests may appear, in a penal sum not less than one-half of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens.

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

6. Not erect or place on the project any building or structure including fences and walls, nor make additions or structural alterations to or exterior changes or any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board, first approved in writing by the Board and also approved by a majority of apartment owners (or such larger percentage as required by law or this Declaration)

including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof.

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

G. MANAGING AGENT. Operation of the project shall be conducted for the Association by a responsible Managing Agent who shall be appointed by the Association in accordance with the By-Laws. The Managing Agent is hereby authorized to receive service of legal process in all cases provided in said Horizontal Property Act. The initial Managing Agent shall be DENNIS PEACOCK, whose place of business and post office address is 731 West Ninth Street, San Pedro, California.

H. COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Association for or in connection with the administration of the project, including without limitation the operation thereof, any maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto, any labor, services, materials, supplies and equipment therefor, any liability whatsoever for loss or damage arising out of or in connection with the common elements or any accident, fire or nuisance thereon, and any premiums for hazard and liability insurance herein required with respect to the project shall constitute common expenses of the project for which all apartment owners shall be severally liable in proportion to their respective common interests. Provided, however, that all utility charges and other like charges which are separately metered to a unit will be paid separately by the owner of such unit, and shall not be included in common expense. The Board of Directors of the Association

(herein called the "Board") shall from time to time assess the expenses against all the apartments in their respective proportionate shares, and the unpaid amount of such assessments against any apartment shall constitute a lien against such apartment which may be foreclosed by the Board or Managing Agent as provided by said Horizontal Property Act, provided that thirty (30) days' prior written notice of intention to foreclose shall be mailed, postage prepaid, to all persons having any interest in such apartment as shown in the Association's record of ownership.

I. COMPLIANCE WITH DECLARATION AND BY-LAWS. All apartment owners, their tenants, families, servants and guests, and any other persons who may in any manner use the project, shall be bound by and comply strictly with the provisions of this Declaration, the By-Laws of the Association and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Board or Managing Agent on behalf of the Association or, in a proper case, by any aggrieved apartment owners.

J. INSURANCE. The Board on behalf of the Association at its common expense shall at all times keep the buildings of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Hawaii in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, in the name of the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interest and payable in case of loss to such

bank or trust company authorized to do business in Hawaii as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Secretary true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

1. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any apartment owner;

2. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any apartment owner or any other persons under either of them;

3. Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board and

every other person in interest who shall have requested such notice of the insurer;

4. Contain a waiver by the insurer of any right of subrogation to any right of the Board or apartment owners against any of them or any other persons under either of them;

5. Contain a standard mortgagee clause which shall:

(a) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the project, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or the apartment owners or any persons under any of them;

(c) Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

The Board on behalf of the Association at its common expense shall also effect and maintain at all times comprehensive general liability insurance, covering all apartment owners with respect to the project, in an insurance company authorized to do business in the State of Hawaii with minimum limits of not less than $300,000.00 for injury to one person and $1,000,000.00 for injury to more than one person in any one accident or occurrence

and $50,000.00 for property damage, and from time to time upon receipt thereof deposit promptly with the Secretary current certificates of such insurance without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

K. UNINSURED CASUALTY. In case at any time or times any improvements of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, such improvements shall be repaired, restored or rebuilt unless it shall be determined otherwise by vote of seventy-five percent (75%) of the apartment owners. Any such approved restoration of the common elements shall be completed diligently by the Association at its common expense, and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed according to the original plan and elevation thereof or such other plan first approved as provided herein.

L. ALTERATION OF PROJECT. Restoration or replacement on or appurtenant to the project of any building, swimming pool or other facility or construction or structural alteration or addition to any such structure different in any material respect from said Condominium File Plan of the project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote of all the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction the Association shall duly record or file of record such amendment together with

a complete set of floor plans of the project as so altered, certified as built by a registered architect or professional engineer.

M. MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of any payment of all apartment owners in equal monthly installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements and other expenses of administration of the project, which shall be deemed conclusively to be a common expense of the project. The Board may include reserves for contingencies in such assessment, and such assessment may from time to time be increased or reduced in the discretion of the Board. The proportionate interest of each apartment owner in said Fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the Horizontal Property Regime hereby created shall be terminated or waived, said Fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

N. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, all compensation payable for or on account of taking shall be equitably apportioned between the apartment owners. All portions of any such award payable on account of the apartment owners shall be payable to a condemnation trustee, who shall be a bank or trust company designated by the Board doing business in the County of

Maui, State of Hawaii. The Board of Directors shall arrange for the repair and restoration of the buildings and improvements in accordance with the design thereof immediately prior to such condemnation or, if such repair and restoration in accordance with said design are not permissible under the laws then in force, in accordance with such modified plan as shall be previously approved by the Board and the mortgagee of record of any interest in an apartment directly affected thereby. In the event of a partial taking in which any apartment is eliminated or not restored, the condemnation trustee shall disburse the portion of the proceeds of such award allocable to said apartment, less the proportionate share of said apartment in the cost of debris removal, to the owner of said apartment in satisfaction of his interest in said apartment. The condemnation trustee shall disburse the remainder of the proceeds of such award to the contractor engaged in such repair and restoration in appropriate progress payments and in the event such proceeds are insufficient to pay the costs thereof the Board is expressly authorized to pay such excess costs from the maintenance fund and if the maintenance fund is insufficient for this purpose the Board shall levy a special assessment on the owners of apartments in proportion to their common interests. In the event sums are received in excess of the cost of repairing and restoring the remaining buildings and improvements, or in the event all the buildings and improvements are so taken or condemned, such excess proceeds or said proceeds, as the case may be, shall be divided between the owners of apartments in accordance with their interests in the common elements.

O. AMENDMENT OF DECLARATION. Except as otherwise provided herein or in said Horizontal Property Act this Declaration may

be amended by affirmative vote of seventy-five percent (75%) of the apartment owners and shall be effective only upon the recording of an instrument setting forth such amendment and vote fully executed by such owners or by the proper officers of the Association.

P. DEFINITIONS. The terms "majority" or "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interests, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests.

IN WITNESS WHEREOF, the Fee Simple Owner has executed these presents this 7th day of August, 1973.

LIFE RESOURCES, INCORPORATED

By Richard L. Hardy
Its Vice President

By Sheldon B Tolby
Its Secretary-Treasurer

CONTINENTAL DIVERSIFIED INDUSTRIES

By D Clark
Its Vice President

By _____
Its

CITY OF Colton)
)
COUNTY OF San Bernardino) SS.
)
STATE OF California)

On this 2nd day of August, 19 73, before me appeared Richard L. Hardy and Weldon B. Jolley, to me personally known, who being by me duly sworn, did say that they are the Vice President and Secretary - Treasurer, respectively, of LIFE RESOURCES, INCORPORATED, an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Vice President and Secretary-Treasurer acknowledged said instrument to be the free act and deed of said corporation.

Margaret A. Moore
Notary Public, in and for the
County of San Bernardino
State of California
My commission expires May 31, 1977

OFFICIAL SEAL
MARGARET A. MOORE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO COUNTY
My Commission Expires May 31, 1977

LIBER 9513 PAGE 251

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 7th day of August, 1973, before me appeared D. PEACOCK, to me personally known, who being by me duly sworn, did say that he is the Vice President of CONTINENTAL DIVERSIFIED INDUSTRIES, an Arizona corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the Vice President acknowledged said instrument to be the free act and deed of said corporation.

Carole Moore
Notary Public, First Judicial Circuit, State of Hawaii

My commission expires 4-4-76

ITEM I: LIBER 9513 PAGE 252

All of that certain parcel of land, known as Lot A of Nakanishi Subdivision, being a portion of Grant 5008 to Henry Waterhouse and being also a portion of Lot 1 of Subdivision of portion of Grant 5008 to Henry Waterhouse, situate at Kamaole, (Kihei), Kula, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point on the Southwesterly corner of this parcel of land and on the Easterly side of Kihei Road, the coordinates of said point of beginning referred to Triangulation Station "Kamaole" being:

5,279.39 feet South

1,066.11 feet East

and running by azimuths measured clockwise from true South:

1.	168°	35'	00"	172.02	feet along the easterly side of Kihei Road to a point;
					Thence along an arc of a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:
2.	221°	30'	05"	31.91	feet to a point;
3.	274°	25'	10"	800.51	feet along Lot B to a point;
4.	354°	54'	00"	193.61	feet along same to a point;
5.	94°	25'	10"	325.83	feet along Lot 2-C of Nagamine Subdivision to a point;
6.	184°	25'	10"	20.00	feet along Lot 1-A to a point;
7.	94°	25'	10"	20.00	feet along same to a point;
8.	4°	25'	10"	20.00	feet along same to a point;
9.	94°	25'	10"	459.00	feet along Lot 2-C of Nagamine Subdivision to the point of beginning and containing an area of 3.564 acres.

Excepting and reserving a 15-foot wide waterline easement in favor of Board of Water Supply, County of Maui, for the construction, reconstruction, maintenance and repair for a waterline over, under and through this parcel of land being described as follows:

Beginning at a point on the Northwesterly corner of this easement, the coordinates of said point of beginning referred to Triangulation Station "Kamaole" being:

5,146.74 feet South

1,827.74 feet East

and running by azimuths measured clockwise from true South:

1. 274° 25' 10" 15.21 feet to a point;

2. 354° 54' 00" 193.61 feet to a point;

3. 94° 25' 10" 15.21 feet along Lot 2-C of Nagamine Subdivision to a point;

4. 174° 54' 00" 193.61 feet to the point of beginning and containing an area of 2,904 square feet.

Together with an easement described as follows:

Beginning at a point on the Northwesterly corner of this easement and on the Easterly side of Kihei Road, the coordinates of said point of beginning referred to Triangulation Station "Kamaole" being:

5,044.08 feet South

1,018.59 feet East

and running by azimuths measured clockwise from true South:

1. 274° 25' 10" 831.61 feet to a point;

2. 354° 54' 00" 40.56 feet to a point;

3. 94° 25' 10" 800.51 feet along Lot A to a point;

Thence along an arc of a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

4. 41° 30' 05" 31.91 feet to a point;

5. 168° 35' 00" 68.04 feet along the Easterly side of Kihei Road to the point of beginning and containing an area of 0.765 acres.

ITEM II:

Lot 1-A, Well Site: A portion of Grant 5008 to Henry Waterhouse Trust Company, Ltd., situate at Kamaole (Kula) Maui, Hawaii.

Beginning at a pipe on the Southwest corner of this lot, on the South boundary line of Lot 1, the azimuth and distance from the Southwest corner of Lot 1 being 274° 25' 10" 459.00 feet and running by azimuths measured clockwise from true South:

1. 184° 25' 10" 20.00 feet along Lot 1 to a pipe;

2. 274° 25' 10" 20.00 feet along same to a pipe;

3. 4° 25' 10" 20.00 feet along same to a pipe;

4. 94° 25' 10" 20.00 feet along Lot 2 to the point of beginning, containing an area of 0.01 acre.

ITEM III:

All of that certain parcel of land (portion of Grant 5008 to Henry Waterhouse Trust Co., Ltd.) situate at Kamaole (Kihei), Kula, Island and County of Maui, State of Hawaii, being Lot 2-C, the same being a portion of Lot 2, and more particularly described as follows:

Beginning at a 3/4" pipe on the Southwest corner of this lot and being the Northwest corner of Lot 3, Kamaole Homestead Lots, on the East side of the Kihei-Makena Road, the coordinates of which point referred to Survey Triangulation Station "Kamaole" being 5,518.57 feet South and 1,114.41 feet East, and running by azimuths measured clockwise from true South:

1. 168° 35' 00" 244.01 feet along the East side of the Kihei-Makena Road to a 3/4" pipe;

2. 274° 25' 10" 804.83 feet along Lot 1, Kamaole Homestead Lots, to a 3/4" pipe;

3. 354° 54' 00" 238.03 feet along Lots 2-A and 2-B of said subdivision, to a 3/4" pipe;

4. 94° 25' 10" 777.61 feet along Lot 3, Kamaole Homestead Lots, to the point of beginning, and containing an area of 4.264 acres.

Subject, however, to an easement for road purposes, to be used in common with Lots 2-A and 2-B, being a 25 foot strip beginning at the Southwesterly corner of Lot 2-C and running along the Southerly boundary of said Lot 2-C to Lot 2-B and along the Easterly boundary of said Lot 2-C; provided, however, that if and when the proposed government highway shall be constructed and completed and access to said Lots 2-A and 2-B be made available, then in such event all private easement rights in said roadway over Lot 2-C shall automatically terminate.

Subject, further, to an existing water line easement granted to the County of Maui, situate on the Easterly portion of the above described premises.

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

CONROY, HAMILTON, GIBSON
NICKERSON & RUSH
ATTORNEYS AT LAW
20TH FLOOR, HAWAII BUILDING
745 FORT STREET
HONOLULU, HAWAII 96813

WBT
ph: 521-2611

RETURN BY: MAIL ( ) PICKUP (X)

74- 31884

10 /

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD
LIBER 9897 PAGE 433
1974 MAY 15 AM 10: 45

Chas. F. Neumann III
REGISTRAR /

Space above this line for Registrar's use

AMENDMENT TO
DECLARATION OF HORIZONTAL PROPERTY REGIME
OF HALE KAMAOLE

WHEREAS, by Declaration of Horizontal Property Regime dated August 7, 1973, recorded in the Bureau of Coveyances of the State of Hawaii in Liber 9513, Page 234, LIFE RESOURCES INCORPORATED, an Oregon corporation and CONTINENTAL DIVERSIFIED INDUSTRIES, an Arizona corporation, herein collectively referred to as the "Declarants" did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and contemporaneously therewith filed certain plans, incorporated in said Declaration by reference, in said Bureau of Conveyances as Condominium File Plan No. 309;

WHEREAS, said Declarants have sold, transferred, and assigned all of the right, title and interest of each and both of them in and to the property described in said Declaration and the Horizontal Property Regime thereby created and established to HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, herein referred to as the "Owner", the principal place of business and post office address of which is 188 Merchant Street, Honolulu, Hawaii;

NOW, THEREFORE, said Owner, pursuant to the provisions of said Declaration as to amendment thereof, hereby makes the following amendments:

1. Paragraph A 1(d) of the Declaration is hereby amended to read as follows:

> "(d) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utilities or service lines running through such apartments which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, doors and door frames, windows and window frames, the exterior air space bounded by the interior of the lanai railing, and all fixtures originally installed, including range, refrigerator, garbage disposal, dishwasher and air conditioner."

2. Paragraph A 2(d) of the Declaration is hereby amended to read as follows:

> "(d) All ducts, electrical equipment, wiring, pipes, water heaters located within any apartment of the project, and all other central and appurtenant transmission facilities installations over, under and across the project conditioning, telephone and radio and television signal distribution, if any;"

3. A new Subparagraph A 3 is hereby added to the Declaration following Subparagraph A 2 thereof, to read as follows:

> "3. Limited Common Elements. Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:
>
> Each water heater, located within certain apartments of the project, and all pipes and other facilities appurtenant thereto shall be appurtenant to and for the exclusive use of each of the apartments which it services."

4. Paragraph C (c) of the Declaration is hereby amended to read as follows:

> "(c) The Association of Apartment Owners of the project shall have the right, to be exercised by the Board of Directors or Managing Agent, to enter any apartments and limited common elements from time to time during reasonable hours as may be necessary for the operation of the project or for making emergency repair, including the maintenance of the water heaters located in any apartment of the project therein, required to prevent damage to any apartment or common element, or for the installation, repair or replacement of any common element or limited common element."

5. Paragraph F 3 of the Declaration is hereby amended to read as follows:

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

6. Said Condominium File Plan is hereby amended by the addition thereto of Exhibit "A", consisting of two (2) sheets, attached hereto and incorporated herein by reference.

7. In all other respects the Declaration as hereby amended is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the Owner and its successors and assigns and all persons now or at anytime hereafter owning or leasing all or any part of the project and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Owner has executed these presents this 10th day of May, 1974.

HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION

By John V Baird
Its President - General manager

By
Its Vice-President

LIBER 9897 PAGE 437

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 10th day of May, 1974, before me appeared JOHN N. BAIRD and ALBERT Y. G. HO, to me personally known, who, being by me duly sworn did say that they are the President - GENERAL MANAGER and Vice-President, respectively, of HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, and that the seal affixed to the foregoing instrument is the seal of said association, and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and the said JOHN N. BAIRD and ALBERT Y. G. HO acknowledged said instrument to be the free act and deed of said association.

Linda M. Murakami
Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires October 26, 1975

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:
Conroy, Hamilton, et al
745 Fort St.
Honolulu 96813
pu 521-2611

RETURN BY: MAIL ( ) PICKUP (✓)

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD
Liber 10066 / 30
1974 JUL 31 PM 2:53

Space above this line for Registrar's use

SECOND AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY REGIME OF HALE KAMAOLE

WHEREAS, by Declaration of Horizontal Property Regime dated August 7, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9513, Page 234, LIFE RESOURCES INCORPORATED, an Oregon corporation and CONTINENTAL DIVERSIFIED INDUSTRIES, an Arizona corporation, herein collectively referred to as the "Declarants" did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and contemporaneously herewith filed certain plans, incorporated in said Declaration by reference in said Bureau of Conveyances as Condominium File Plan No. 309;

WHEREAS, said Declarants have sold, transferred, and assigned all of the right, title and interest of each and both of them in and to the property described in said Declaration and the Horizontal Property Regime thereby created and established to HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, herein referred to as the "Owner", the principal place of business and post office address of which is 188 Merchant Street, Honolulu, Hawaii;

WHEREAS, said Declaration was amended by instrument dated May 10, 1974, recorded as aforesaid in Liber 9897, Page 433;

NOW, THEREFORE, said Owner, pursuant to the provisions of said Declaration as to amendment thereof, hereby further amends said Declaration, as heretofore amended, as follows:

1. Paragraph F of the Declaration is hereby amended by the addition thereto, at the end thereof, of a new subparagraph 8, to read as follows:

> "8. So long as the premises subject to this Declaration are serviced by a sewage treatment plant, the Association shall appoint, and at all times maintain, a person or company deemed by the Department of Health of the State of Hawaii to be qualified tnerefor, as its agent for the maintenance of said sewage treatment plant in accordance with such standards as may be required with reference thereto by regulations of said Department of Health."

2. In all other respects the Declaration as heretofore and hereby amended is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the Owner and its successors and assigns and all persons now or at anytime hereafter owning or leasing all or any part of the project and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Owner has executed these presents this 26th day of July, 1974.

HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION

By James E. Hallstein
Its Sr. Vice President

By
Its Vice-President

10966 32

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 26th day of July, 1974, before me appeared JAMES E. HALLSTROM and ALBERT Y. G. HO, to me personally known, who, being by me duly sworn did say that they are the Sr. Vice President and Vice-President, respectively, of HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, and that the seal affixed to the foregoing instrument is the seal of said association, and that said instrument was signed and sealed in behalf of said association by authority of its Board of Directors, and the said JAMES E. HALLSTROM and ALBERT Y. G. HO acknowledged said instrument to be the free act and deed of said association.

Linda M. Murakami
Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires October 26, 1975

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:
Conroy, Hamilton et al
511261

RETURN BY: MAIL ( ) PICKUP ( )

6-
74- 63007

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD
Liber 10126 - 83
1974 SEP -9 AM 10:03
Chas. F. Neumann III
REGISTRAR

Space above this line for Registrar's use

THIRD AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY REGIME OF HALE KAMAOLE

WHEREAS, by Declaration of Horizontal Property Regime dated August 7, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9513, Page 234, LIFE RESOURCES INCORPORATED, an Oregon corporation and CONTINENTAL DIVERSIFIED INDUSTRIES, an Arizona corporation, herein collectively referred to as the "Declarants" did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and contemporaneously herewith filed certain plans, incorporated in said Declaration by reference in said Bureau of Conveyances as Condominium File Plan No. 309;

WHEREAS, said Declarants have sold, transferred, and assigned all of the right, title and interest of each and both of them in and to the property described in said Declaration and the Horizontal Property Regime thereby created and established to HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, herein referred to as the "Owner", the principal place of business and post office address of which is 188 Merchant Street, Honolulu, Hawaii;

WHEREAS, said Declaration was amended by instrument dated May 10, 1974, recorded as aforesaid in Liber 9897, Page 433, and further amended by instrument dated July 26, 1974, recorded as aforesaid in Liber 10066, Page 30;

NOW, THEREFORE, said Owner, pursuant to the provisions of said Declaration as to amendment thereof, hereby further amends said Declaration, heretofore amended, as follows:

1. Paragraph B of the Declaration, on Page 5 thereof, is hereby amended in its entirety to read as follows:

> "B. COMMON INTEREST. Each apartment shall have appurtenant thereto a percentage interest in all common elements of the Project, herein called the "common interest" and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting, as follows:
>
> | | |
> |---|---|
> | Two-bedroom | 0.6361654% |
> | One-bedroom | 0.4611734%" |

2. In all other respects the Declaration as heretofore and hereby amended is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the Owner and its successors and assigns and all persons now or at anytime hereafter owning or leasing all or any part of the project and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Owner has executed these presents this 5th day of September, 1974.

HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Its Sr. Vice President

By _____
Its Vice-President

10126 · 85

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 5th day of September, 1974, before me appeared ADNEY Y. KOMATSU and ALBERT Y. G. HO, to me personally known, who, being by me duly sworn did say that they are the Sr. Vice President and Vice-President, respectively, of HONOLULU FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal savings and loan association, and that the seal affixed to the foregoing instrument is the seal of said association, and that said instrument of its Board of Directors, and the said ADNEY Y. KOMATSU and ALBERT Y. G. HO acknowledged said instrument to be the free act and deed of said association.

Linda M. Murakami
Notary Public, First Judicial Circuit, State of Hawaii

My commission expires October 26, 1975

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:
McCormack Management Group, for
the Assn. of Apt. Owners. Hale Kamaole
841 Bishop Street, Suite 2000
ph. 524-2600
(Susan)
RETURN BY: MAIL ( ) PICKUP ( )

76- 87923

LIBER 11752 PG 570
1976 OCT 22 AM 11:40

Space above this line for Registrar's use

AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY REGIME OF HALE KAMAOLE

WHEREAS, by Declaration of Horizontal Property Regime dated August 7, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9513, Page 234, LIFE RESOURCES INCORPORATED, an Oregon corporation, and CONTINENTAL DIVERSIFIED INDUSTRIES, an Arizona corporation, herein collectively referred to as the "Declarants", did submit the property described in said Declaration to the provisions of the Horizontal Property Act, Chapter 514, Hawaii Revised Statutes, as amended, and contemporaneously therewith filed certain plans, incorporated in said Declaration by reference, in said Bureau of Conveyances as Condominium File Plan No. 309;

WHEREAS, said Declarants sold, transferred, and assigned all of the right, title and interest of each and both of them in and to the property described in said Declaration and the Horizontal Property Regime thereby created and established to certain persons, herein referred to as the "Owners";

WHEREAS, by meeting of Owners held on June 12, 1976, at which a quorum was present and acting throughout, it was voted by the affirmative vote of 75% of the apartment owners that the Declaration be

amended in certain respects;

NOW, THEREFORE, the Association of Apartment Owners, acting on behalf of the Owners and pursuant to the provisions of said Declaration as to amendment thereof, hereby makes the following amendments:

1. Paragraph H of the Declaration is hereby revised by adding at the end thereof the following:

> "In the event that assessments received during any year are in excess of the actual expenditures for such year by the Association for common expenses of the project, the Board of Directors may determine in its sole discretion that such excess shall be:
>
> 1. Applied in whole or in part to reduce the assessments for the immediately subsequent year;
>
> 2. Designated in whole or in part as a capital contribution to the Association to be used for repainting and re-roofing of the buildings; or
>
> 3. Segregated and held in whole or in part as a Custodial Fund to be expended solely for other specifically designated capital improvements and replacements.
>
> The proportionate interest of each apartment owner in said capital contributions, or Custodial Fund cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the Horizontal Property Regime hereby created shall be terminated or waived, said capital contributions or Custodial Fund remaining after full payment of all common expenses of the Association shall be distributed to all apartment owners in their respective proportionate shares, except for the owners of any apartments then reconstituted as a new Horizontal Property Regime."

2. Paragraph M is hereby deleted in its entirety and replaced as follows:

"MAINTENANCE RESERVE FUND. The Board may

establish and maintain a Maintenance Reserve Fund by the allocation to such Fund of annual assessments which are in excess of the amount of current expenditures for common expenses; such allocation to be in such reasonable annual amount as the Board may determine in its sole discretion as adequate to cover each apartment owner's obligations to provide for utilities, insurance, maintenance and repair of the common elements and other expenses of administration of the project, which shall be deemed conclusively to be a common expense of the project. The amount may, from time to time, be increased or reduced in the discretion of the Board."

3. In all other respects the Declaration as hereby amended is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the Owners and its successors and assigns and all persons now or at anytime hereafter owning or leasing all or any part of the project and their respective heir, executors, administrators, successors and assigns.

4. CERTIFICATION OF VOTE AMENDING DECLARATION.

Barbara Schaffer and Danny Martin hereby certify that they are the President and Treasurer respectively of the Association of Apartment Owners of Hale Kamaole and that siad Association held a meeting on June 12, 1976, at which there was a quorum present and acting throughout, and that the Owners at said meeting by an affirmative vote of 75% of the apartment owners did vote to amend the Declaration of Horizontal Property Regime and that Paragraphs 2 and 3 of this instrument are a true and accurate copy of said vote which has not been modified in any respect.

IN WITNESS WHEREOF, the Owners have executed these presents this 5th day of October, 1976.

ASSOCIATION OF APARTMENT OWNERS OF HALE KAMAOLE

By Barbara Schaffer
Its President

By Danny Martin
Its TREAS.

STATE OF HAWAII)
) SS.
~~CITY AND~~ COUNTY OF ~~HONOLULU~~ MAUI)

On this 5th day of October, 1976, before me appeared Barbara Schaffer and Danny Martin to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer, respectively, of the ASSOCIATION OF APARTMENT OWNERS OF HALE KAMAOLE, and that said instrument was signed in behalf of said Association by authority of its Board of Directors, and the said Barbara Schaffer and Danny Martin acknowledged said instrument to be the free act and deed of said Association, WHICH ASSOCIATION HAS NO SEAL.

Patricia M. Moriarty
Notary Public, Second Judicial Circuit, State of Hawaii

My commission expires 11/18/78

3'

Recordation Requested By:

80- 80927

After Recordation, Return To:

Law Offices of
SANFORD J. LANGA
Wailuku Townhouse Building
Wailuku, Maui, Hawaii 96793

Return By: Mail ☒ Pick-Up ☐

BUREAU OF CONVEYANCES
RECORDED

80 JUL 30 AM : 17

14891 619

LIBER/PAGE
DEPUTY REGISTRAR

Requestor To Fill Above

Space Above This Line For Registrar's Use

CERTIFICATE OF AMENDMENT
HALE KAMAOLE OWNERS ASSOCIATION

The Vice-President and Treasurer, respectively, of the Association of Apartment Owners of Hale Kamaole, do hereby certify that at a meeting of the Association duly called for such purpose on June 28, 1980, it was voted by the owners of apartments to which are appurtenant more than 75% of the common interests into amend the Declaration of Horizontal Property Regime and By-Laws recorded in the Bureau of Conveyances in Liber 9513, Page 234, by amending the By-Laws to add a new Section 5. to Article VI thereof, as follows:

"Section 5. Time Sharing Restricted. No apartment owner or occupant shall sell, transfer, or offer to sell any time sharing or time interval interest in any apartment in the Project, nor shall any time sharing or time interval agreement be executed with respect to any apartment in the Project. Time sharing or time interval interests shall be deemed to include, but are not limited to, any interests in any apartment in the Project established on a fee, leasehold, right-to-use, license, association, membership, prepaid reservation or any other basis permitting use for any designated time periods, either periodically recurring or in the form of a floating period with the right to use notification, whether set forth by contract, agreement or other written understanding".

IN WITNESS WHEREOF, the President and Secretary have hereunto set their hands this July 29, 1980.

Pat Kahanamoku Yaeger
Pat Kahanamoku Yaeger
Pat Kahanamoku Yaeger
Vice-President

Louise Jensen
Louise Jensen
Treasurer

LAW OFFICES OF
SANFORD J. LANGA
WAILUKU TOWNHOUSE BUILDING
WAILUKU, MAUI, HAWAII 96793
TELEPHONE (808) 244-9168

14891 620

STATE OF HAWAII)
) ss
COUNTY OF MAUI)

On this July 29, 1980 before me personally appeared PAT KAHANAMOKU YAEGER, Vice-President and LOUISE JENSEN, Treasurer, to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Treasurer, respectively, of the Apartment Owners of Hale Kamaole Association, and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said Association.

Notary Public, Second Judicial Circuit, State of Hawaii

My commission expires: 8/21/80

LAW OFFICES OF
SANFORD J. LANGA
WAILUKU TOWNHOUSE BUILDING
WAILUKU, MAUI, HAWAII 96793
TELEPHONE (808) 244-9168

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 Ekolu condo shares characteristics of a hotel, rather than a 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 milles of property), for linen changes, welcoming gifts, flowers, fruits, needed repairs.
4. Condo isubject 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 Ekolu, 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 Histroical 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

REALTOR®

y. 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 1310 Uluniu Rd. Kihei Hi. 96753
TMK / Address

: 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 sions if there is a conflict. FILL IN ALL BLANKS. WRITE "NA" IF NOT APPLICABLE. ITEMS WITH CHECK-OFF BOXES ARE OPTIONAL. ALL OTHERS)ARD 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
- ☐ Agreement of Sale Addendum
- ☐ VA Addendum
- ☐ FHA Addendum/Real Estate Certification
- ☐ Plain Language Addendum
- ☐ Rental Agreement
- ☐ Agreement to Occupy Prior to Close of Escrow
- ☐ Standard Oceanfront Property Addendum
- ☐ 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 _____ (Is/Is not) 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 _____ (Is/Is not) 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

d from Harold & Verna F. Cadwallader, the "Buyer," the sum of $ 10,000.00
orm 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)_____
me 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 fund 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 all 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, 19__, 12:00 AM/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 / CPR 0014 (if applicable).000
All of that Fee Simple (leasehold/fee simple) Property situated at: 1310 Uluniu Rd. Kihei, Hi. 96753

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

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)

[X] 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.

[JA] 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)

[NA] 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.

[NA] 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.

[NA] 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.

[NA] 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)

© 1987, Hawaii Association of REALTORS®

Third Party Claims. It is understood that if such dispute or claim is made by [illegible]

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.

© 1987, Hawaii Association of REALTORS®

Printed using pcFORMation™ Software, v. 7/96, (408) 947-2107

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, jalousies 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 ~~Buyer~~ or 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 the time stated, the other party shall select 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~~ Buyer or 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:

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

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

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 | REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: [X] MAIL [ ] PICKUP

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

TG: 200602447~~A~~
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.

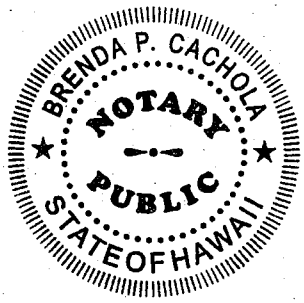
Bob J. Klauz

BOB J. KLAUZ, Trustee

"Grantor"

STATE OF Hawaii)
) SS.
COUNTY OF Maui)

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' KIHEI" 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'KIHEI.

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' KIHEI, 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 "WAIOHULI-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 "WAIOHULI-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 "WAIOHULI-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 AOAO 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 AOAO.

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

received Jan 10/68

THE ORIGINAL OF THIS DOCUMENT
RECORDED AS FILE
STATE OF HAWAII
ON
BUREAU
May 21, 1969
RECEIVED
MAY 21 1969
10:44 A.
6527
364-372

DECLARATION SUBMITTING DEEDS TO
HORIZONTAL PROPERTY REGIME

Condominium Map No. 134

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DAVID P. TING, dba HALE KAI O' KIHEI 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' KIHEI

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

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 per cent (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.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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/ [illegible]

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 Kehei

REGARDING: TMK: 3-9-008-003-0014
1310 ULUNIU 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, Verna Cadwallader CADWALLADER, HAROLD affirm that the above are true and accurate.
Print Name

Verna Cadwallader May 4, 2011 owner
Signature Date Title (Owner or Agent)

DFT-305A
SP 05/17/2011

Effective 2012 Assessment Year

AA501HI

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

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 ULUNIU 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

AA501HI

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

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 ULUNIU 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:

v6 2/26/15

	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 ULUNIU 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:

v9 2/8/16

	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 ULUNIU 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:

v1 2/21/17

	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 ULUNIU 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 ULUNIU 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

ADDITIONAL INFORMATION ON REVERSE

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

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

064671
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	772,700	0	772,700
TOTAL	968,800	0	968,800

SITUS:
1310 ULUNIU RD 204

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) $5 for each registration for transient accommodations consisting of one to five units;

(2) $15 for each registration for transient accommodations consisting of six or more units; and

(3) $15 for each resort time share vacation plan within the State;

upon receipt of which the director shall issue a certificate of registration in such form as the director determines, attesting that the registration has been made. The registration shall not

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

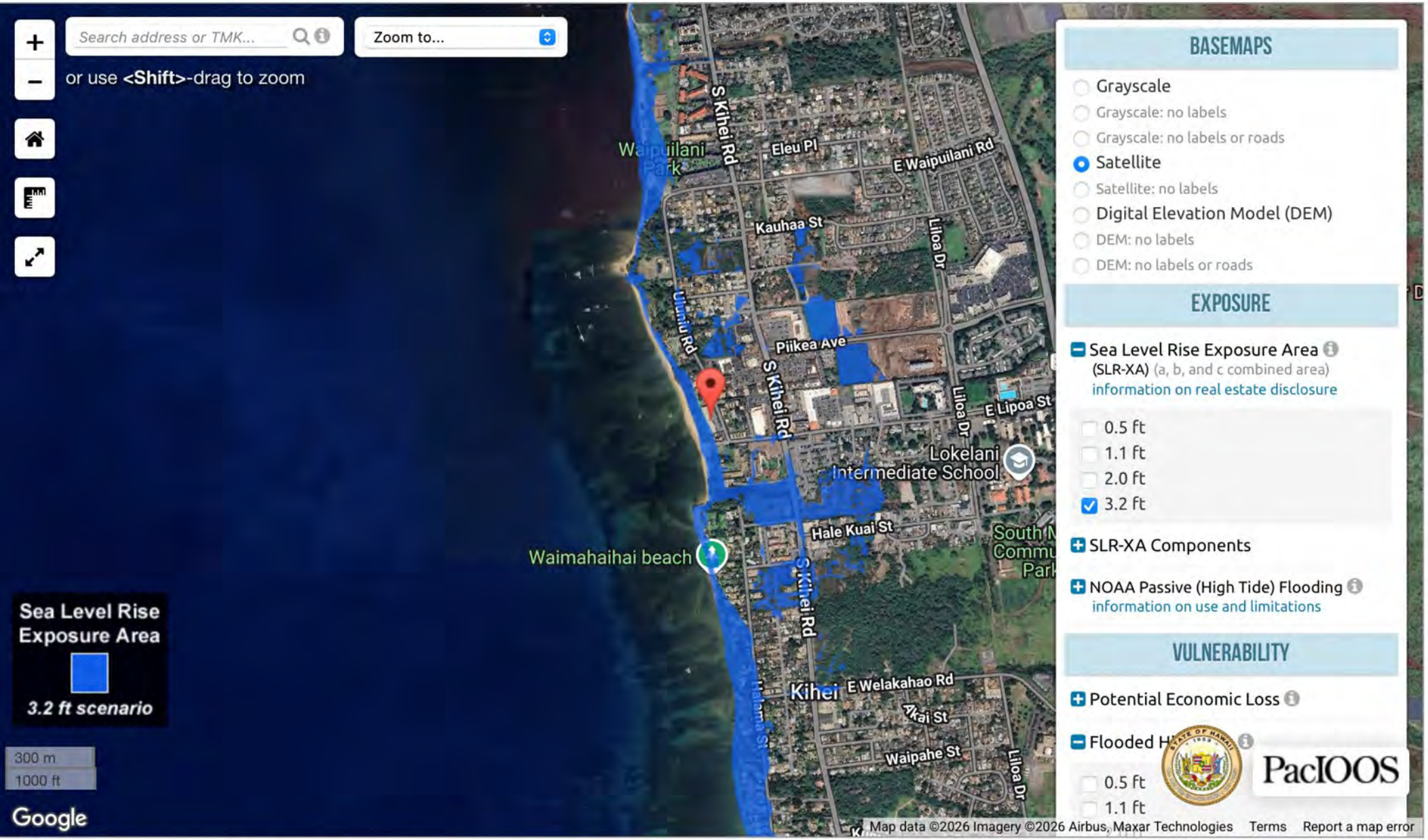
S.B. NO. 519 S.D. 2 H.D. 3 C.D. 1

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



opacity: 75%

view full-screen map

HLU Committee

From: Mariano Alvarez <malv1973@gmail.com>
Sent: Saturday, July 4, 2026 11:10 AM
To: HLU Committee
Subject: Written testimony for HLU committee meeting on July 6th, 2026 Ref. resolution 26-111

You don't often get email from malv1973@gmail.com. Learn why this is important

Housing and Land Use Committee

Maui County Council

200 South High Street

Wailuku, Hawai‘i 96793

Re: Strong Support for Councilmember Tom Cook’s Amendment to Resolution 26-111 — Inclusion of Luana Kai for Rezoning from A-2 to H-4

Dear Chair and Members of the Housing and Land Use Committee:

I am writing in strong support of Councilmember Tom Cook’s amendment to Resolution 26-111 to include Luana Kai, located at 940 South Kihei Road in Kihei, among the properties to be considered for rezoning from the A-2 Apartment District to the H-4 Hotel District.

Luana Kai clearly fits the purpose and criteria of Resolution 26-111. The resolution is intended to address Apartment District properties with transient vacation rental uses that operate like hotels, including properties that provide front-desk or similar services, employ staff, and function as visitor accommodations rather than conventional long-term residential housing. Based on the information provided in the amendment materials, Luana Kai meets these criteria in every meaningful respect.

Most importantly, Luana Kai has operated as a hotel-like transient vacation rental property since its completion in 1979. The materials state that Luana Kai was designed and built for use by owners as short-term vacation rentals, not as long-term residential or workforce housing. This is confirmed by the developer’s statement explaining that the primary purpose of the development was to create apartments for short-term vacation rental use. That history is critical: Luana Kai is not a residential apartment complex seeking to become a hotel; it is a long-established vacation resort property whose zoning should be brought into alignment with its actual and continuous use.

The property’s operations also strongly support H-4 Hotel District zoning. Luana Kai consists of 113 condominium units on approximately four acres, and the materials indicate that, for decades, typically around 100 of those units have operated as short-term/transient vacation rentals. Very few units have been used as primary residences, and the property has had only minimal long-term residential use. This pattern is far more consistent with a hotel or resort operation than with an apartment district intended for ordinary residential housing.

Luana Kai also provides the kinds of services and facilities specifically associated with hotel-like operations. The property has a front office and lobby for guest check-ins, a leisure area for guests, on-site rental management, guest reception services, and visitor assistance similar to concierge services. It has commercial laundry facilities, housekeeping support, maintenance staff, landscaping crews, night security, and other service providers who support transient guest operations. These are not incidental amenities; they are the infrastructure of a functioning visitor accommodation property.

The physical amenities further confirm Luana Kai's resort character. The property includes a heated pool, hot tub, sauna, cabana with kitchen and barbeque facilities, putting green, shuffleboard court, guest parking, and common areas designed to serve short-term visitors. The property also lacks features typical of a conventional residential apartment complex, such as individual USPS mailboxes for units, while maintaining front-desk handling of mail and packages. These facts reinforce that Luana Kai has historically functioned as a managed vacation resort, not as ordinary apartment housing.

For these reasons, rezoning Luana Kai from A-2 to H-4 would not create a new hotel use; it would recognize and regularize the property's longstanding, continuous, hotel-like use since 1979. Including Luana Kai in Resolution 26-111 is therefore fair, appropriate, and fully consistent with the resolution's stated purpose of identifying Apartment District properties that operate like hotels and should be reviewed for Hotel District zoning.

I respectfully urge the Committee to support Councilmember Cook's amendment and include Luana Kai in Resolution 26-111 for consideration by the Maui Planning Commission as a property appropriate for rezoning from A-2 Apartment District to H-4 Hotel District.

Respectfully submitted,

Mariano Alvarez

Maui property owner

HLU Committee

From: Susie Pu <hanakaisusie@gmail.com>
Sent: Saturday, July 4, 2026 9:29 AM
To: HLU Committee
Subject: Request to Amend Resolution #26-111

You don't often get email from hanakaisusie@gmail.com. Learn why this is important

Aloha Members of the Housing and Land Use Committee,

Hana Kai Maui has operated continuously as a hotel since opening in 1972. We are licensed by the Hawai‘i Department of Commerce and Consumer Affairs as a condominium-hotel ("condo-tel"), and our governing documents specifically permit short-term rental use.

For more than 50 years, we have welcomed visitors, collected Transient Accommodations Taxes, and maintained extensive marketing and operational records documenting our longstanding use. As a locally managed business, Hana Kai provides year-round employment for 10–15 Hana residents, including employer-paid health insurance, paid vacation, and paid holidays.

We respectfully request that the Hana Community Area be included in Resolution No. 26-111 currently under consideration by the Housing and Land Use Committee, recognizing Hana Kai Maui's long-established and continuous operation as a lawful condominium-hotel.

Respectfully submitted,
Susan J Pu

Hana Kai Maui
General Manager
4865 Uakea Road
PO Box 394
Hana, HI 96713
808-248-7012 - direct line
www.hanakaimaui.com

HLU Committee

From: Kimberly Johnson <kimberlyajohnson@hotmail.com>
Sent: Friday, July 3, 2026 2:10 PM
To: HLU Committee
Cc: Karen Gates; Robin Burk; Mike Gallagher; Kimberly Johnson
Subject: Polynesian Shores Condominium Resort: Request for Council-Initiated Zoning Change from A-1 to H-3
Attachments: Polynesian_Shores_Council_Submission_Updated_July_2026.docx; Polynesian_Shores_Exhibit1-7.pdf

You don't often get email from kimberlyajohnson@hotmail.com. Learn why this is important

Dear Maui County Council members & Housing & Land Use Committee

On behalf of the Board of Directors for the Association of Apartment Owners of Polynesian Shores, and the owners, we submit this summary and supporting historical evidence demonstrating that Polynesian Shores satisfies the framework recently adopted by the Maui County Council for properties that have historically operated as hotel-like visitor accommodations. As reflected in the July 1, 2026 amendments to Resolution 26-111, the Council recognized that longstanding condominium resorts operating like hotels are appropriate for inclusion within the H-3 Hotel District. The enclosed exhibits demonstrate that Polynesian Shores was conceived, marketed, sold, managed, and continuously operated as a resort condominium providing transient visitor accommodations since its development in the early 1970s. Its operational history aligns with the Council's framework for properties that operate like hotels.

The Association respectfully requests that the Maui County Council include Polynesian Shores in the Council-initiated H-3 Hotel District together with similarly situated properties recognized as operating like hotels. The enclosed evidence demonstrates that Polynesian Shores satisfies the same historical and operational characteristics reflected in the Council's recent amendments to Resolution 26-111. The Association welcomes the opportunity to provide additional historical records, legal documents, or supporting materials that may assist the County in its evaluation.

Sincerely,
ASSOCIATION OF APARTMENT OWNERS

_____

Kimberly Johnson, Director
Get Outlook for iOS

July 3, 2026

Maui County Council
Council Chamber and Councilmember offices
Kalana O Maui Building, 8th floor
200 South High Street
Wailuku, Hawaii 96793

Re: Polynesian Shores Condominium Resort: Request for Council-Initiated Zoning Change from A-1 to H-3

Dear Maui County Council members & Housing & Land Use Committee

On behalf of the Board of Directors for the Association of Apartment Owners of Polynesian Shores, and the owners, we submit this summary and supporting historical evidence demonstrating that Polynesian Shores satisfies the framework recently adopted by the Maui County Council for properties that have historically operated as hotel-like visitor accommodations. As reflected in the July 1, 2026 amendments to Resolution 26-111, the Council recognized that longstanding condominium resorts operating like hotels are appropriate for inclusion within the H-3 Hotel District.

The enclosed exhibits demonstrate that Polynesian Shores was conceived, marketed, sold, managed, and continuously operated as a resort condominium providing transient visitor accommodations since its development in the early 1970s. Its operational history aligns with the Council's framework for properties that operate like hotels.

Executive Summary

The Maui County Council has now recognized that certain legacy condominium resorts have historically operated as hotel-like visitor accommodations and are appropriate for inclusion within the H-3 Hotel District. Polynesian Shores exemplifies that type of property. Since its development in 1972, it has been conceived, marketed, governed, and continuously operated as a professionally managed resort condominium serving transient visitors. The historical record, current operations, and economic contributions summarized below demonstrate that Polynesian Shores aligns with both the historical intent and operational framework reflected in the Council's recent amendments.

Property Description

Polynesian Shores is a beachfront property consisting of fifty-two units arranged throughout three (3) separate two-story buildings situated on 2.055 acres of land with public access to the beachfront. Each unit has one (1) deeded parking stall. Each building is equipped with fire suppression systems. The common elements consist of a pool and spa, centralized laundry facilities, and onsite management office and associated facilities.

Current Resort Operations and Property Management

Polynesian Shores continues to operate as a professionally managed resort condominium providing centralized property management, guest support, and operational services consistent with the characteristics identified by the Maui County Council for legacy condominium resorts operating like hotels.

The Association maintains an **on-site management office** that serves as the operational hub for the property. The office provides centralized management and administrative services for owners, guests, contractors, and rental management companies, while coordinating daily resort operations, maintenance, and common area oversight.

- **On-site Property Management** – A full-time on-site property management coordinates Association operations, maintenance, contractor access, and support for guests and rental managers.
- **Centralized Guest Information** – The management office provides visitor information, local activity brochures, maps, and guidance regarding island attractions, beaches, restaurants, and recreational opportunities, functioning similarly to concierge services commonly found at resort properties.
- **Centralized Mail and Package Services** – mail delivery is located within the management office, creating a centralized point for mail distribution, package receipt, owner correspondence, and administrative communications. This reinforces the role of the management office as the property's operational center.
- **Guest Support Services** – Management serves as the primary point of contact for common-area questions, maintenance issues, resort rules, parking information, and coordination with owners and vacation rental managers throughout a guest's stay.

- **Shared Resort Amenities** – The Association professionally maintains the swimming pool, spa, barbecue areas, landscaped oceanfront grounds, guest parking, and centralized laundry facilities for the benefit of owners and visitors.
- **Common Area Operations** – The Association coordinates landscaping, building maintenance, housekeeping of common areas, refuse collection, safety inspections, and other operational services necessary to support a resort environment.

Although individual condominium units are independently owned and many are managed by separate vacation rental companies, the Association provides the centralized infrastructure and operational services that enable Polynesian Shores to function as a coordinated resort condominium serving transient visitors. These services are consistent with the operational characteristics identified by the Maui County Council for legacy condominium properties operating like hotels.

Exhibit 1: Centralized Property Management

The following historical exhibits demonstrate that Polynesian Shores possesses the historical and operational characteristics identified by the Maui County Council for legacy condominium resorts operating as hotel-like visitor accommodations and appropriate for consideration within the H-3 Hotel District.

1. **. Original Organization of the Association (1973)**

Exhibit 2: First Board Meeting Minutes dated January 20, 1973
Exhibit 3: First Owners Meeting Minutes, dated January 20, 1973
Exhibit 4: Original House Rules, dated January 1, 1973

The minutes of the first Owners Meeting and the initial Board of Directors meeting, both held on January 20, 1973, document the formation of the Association of Apartment Owners immediately following completion of the project and the Association's early establishment of a Rental Committee charged with coordinating and overseeing rental operations within the Project. The creation of a dedicated committee for rental operations shortly after the Project's establishment demonstrates that transient vacation rentals were not merely incidental to ownership but constituted an anticipated and integral component of the Project's operation.

The meeting minutes also reflect the Association hiring a professional rental agent, separate from onsite property management, and operational policies typical of a professionally managed visitor accommodation property. Polynesian Shores has always been managed as a coordinated visitor accommodation rather than as a conventional residential condominium.

The original House Rules, effective January 1, 1973,expressly address “Owners, Vacation Guests and Renters,” “[i]n order to make your stay and your home as enjoyable and livable as possible.” The rules establish procedures for guest check-in and registration with the resident manager and operational standards for ensuring vacation guests are provided with the House Rules.

These contemporaneous documents demonstrate that visitor accommodations were anticipated and integrated into the Project’s operations from the outset.

2. Property Tax Information

Classification	Units	Annual Property Tax
TVR	46	$492,577
Owner Occupied	3	$2,244
Long Term Rental	3	$5,424
Total	**52**	**$500,246**

• 46 of 52 units (88.5%) are classified as TVR-STRH, with $492,577 in annual property taxes.

The Association also files and remits Hawai‘i General Excise Tax on taxable Association revenue, separate from the GET and TAT obligations paid by individual owners and rental operators.

3. Marketing Materials for Organized Vacation Rental Program

Exhibit 5: Correspondence from the Polynesian Shores Rental Group
Exhibit 6: Marketing Brochures and Rental Rate sheets from 1975 onwards

Historical records from the Polynesian Shores Rental Group demonstrates the existence of a formal rental pool program administered by the Association and participating owners. These records show active marketing initiatives to promote Polynesian Shores as a vacation rental resort. For example, a correspondence dated May 28, 1975, explains that "Polynesian Shores will be listed in Hotel & Travel Index, 'The Travel Agent's Bible,' in a paid ad beginning in the next issue, Autumn 1975."

Original brochures and rate schedules consistently describe Polynesian Shores as "Vacation Condominium Apartments" on the Kaanapali Coast. The marketing materials include reservation forms, daily and weekly rates, minimum stay requirements, deposits, occupancy limits, and travel agent information.

In addition, the records document:

- A Rental Group Committee
- Occupancy improvement initiatives
- Advertising programs
- Travel agent relationships
- Rental commissions
- Published rental rates
- Marketing strategies to increase visitor occupancy

The materials reflect an organized, property-wide effort to attract and accommodate short-term visitors beginning shortly after the project's completion.

6. Firsthand Historical Testimony

Exhibit 7: Declaration by James and Marilyn Hybiske

A declaration submitted by James and Marilyn Hybiske provides firsthand testimony from a fourth-generation family that purchased units when Polynesian Shores was first offered for sale in 1972. Their statement confirms that the original purchasers acquired units for both personal vacation use and short-term rental to visitors and that the Rental Group was organized in 1973. The testimony is consistent with the contemporaneous documentary record.

Summary

The enclosed historical record demonstrates that Polynesian Shores has, for more than five decades, operated as a hotel-like visitor accommodation. The Association's governing documents, rental operations, professional management, marketing materials, and continuous visitor use establish that Polynesian Shores falls squarely within the class of legacy condominium resorts appropriate for inclusion in the H-3 Hotel District.

Request

The Association respectfully requests that the Maui County Council include Polynesian Shores in the Council-initiated H-3 Hotel District together with similarly situated properties recognized as operating like hotels. The enclosed evidence demonstrates that Polynesian Shores satisfies the same historical and operational characteristics reflected in the Council's recent amendments to Resolution 26-111.

The Association welcomes the opportunity to provide additional historical records, legal documents, or supporting materials that may assist the County in its evaluation.

Sincerely,

ASSOCIATION OF APARTMENT OWNERS

_____

Kimberly Johnson, Director

Encl: Exhibits 1-7

A. Alignment with Council Framework (July 2026)

Council Framework	Polynesian Shores Evidence
Operates like a hotel	50+ years of continuous visitor accommodations
Professional management	Original Rental Committee, resident manager, coordinated rental operations
Hotel-style operations	Guest registration, house rules, organized rental program, on-site management
Historic visitor accommodations	Marketing brochures and rate sheets beginning in 1975
Appropriate for H-3	Operational history comparable to legacy resort condominiums recognized by Council

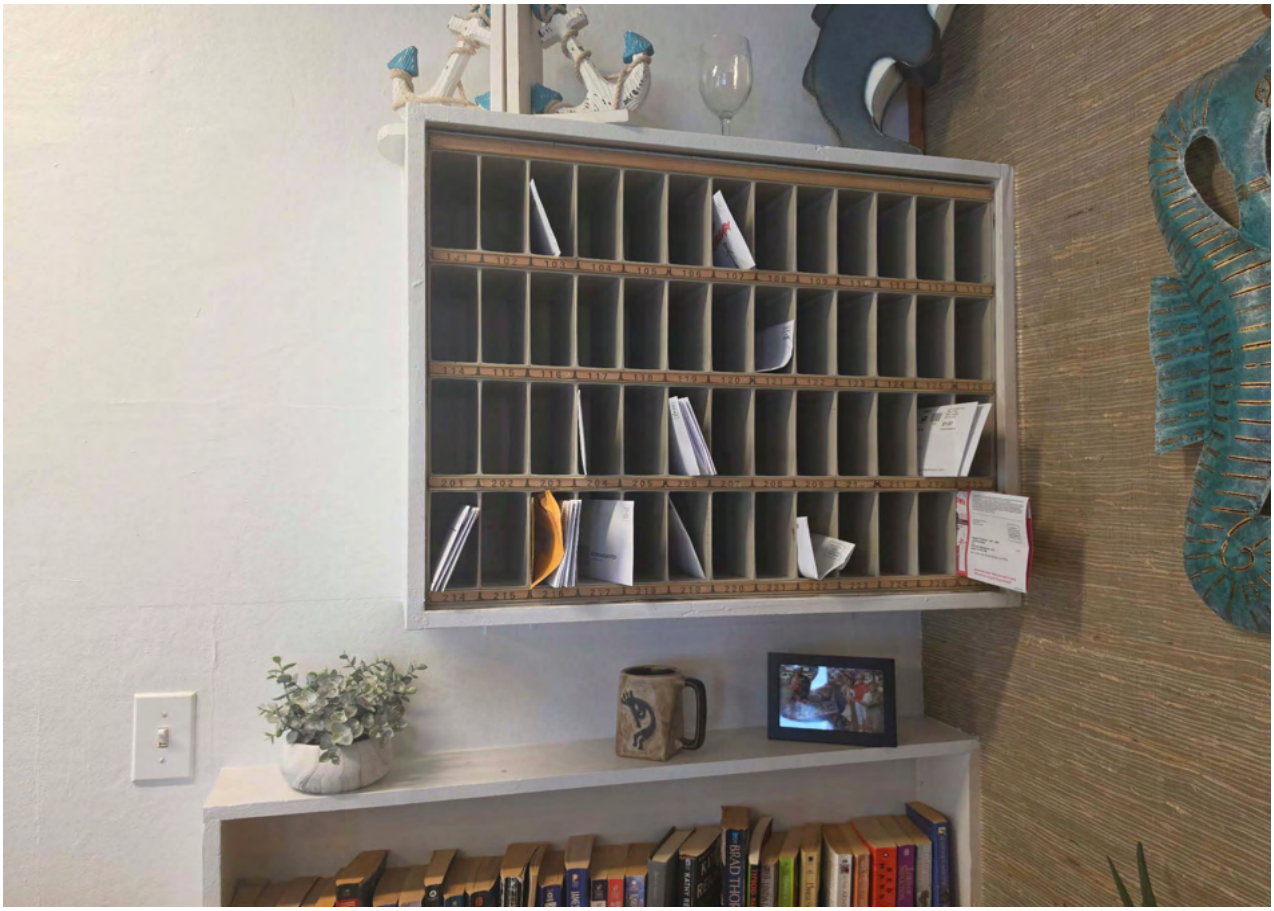
Current Resort Operations

Entrance monument identifying Polynesian Shores.

Exterior view of the resort condominium buildings.

On-site facilities serving guests.

Professional on-site management office.



Centralized guest mail and owner communication.

Guest activity and information center.

Shared commercial-style laundry facility for guests.

B

FIRST MINUTES

Polynesian Shores

JAN. 2, 1973

House Rules 2

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS
POLYNESIAN SHORES
Ronald Kawahara's Office
Lahaina, Hawaii
January 20, 1973 2:30 P.M.

PRESENT: Ronald A. Kawahara, Mr. & Mrs. Blanchard, Virgil Likins
Bill Higginbotham, Bill Robertson, Paul Doyle, Tom Zipper,
Elmer Kittell

CALL TO ORDER: Bill Higginbotham called the meeting to order as he was selected by the other board members as the president of the Board.
The officers are as follows:
President - Bill Higginbotham
1st Vice President - Paul Doyle
Secretary - Tom Zipper
Treasurer - Elmer Kittell

NEW BUSINESS:

A. Insurance -

Mr. Kawahara discussed the insurance presently being carried by the Polynesian Shores and advised that the Board must sign the insurance policy.

The present fire insurance policy is in the amount of $1,100,000.00. In addition to fire insurance the following must be carried: workmens compensation policy, fidelity position bond, TDI policy, and comprehensive general liability. The premium for the fire and liability policies will be financed over a 30 month period through Honolulu Insurance Credit Company.

He further advised that the insurance had not been put out on bid as there was such a delay between the signing and closing of the units.

After a lengthy discussion of the insurance, the board decided that since there were no insurance experts on the board, they would keep it where it was for the time being - which is Finance Factors.

B. Employment Contract -

Mr. Kawahara read an employment contract or agreement which is pretty standard between owners of condominiums and the managers.

It was pointed out that the only employee of the association, other than the manager, is the groundsman.

It was recommended that the Resident Manager approve all incoming bills to be paid by the association.

One of the directors brought out that the contract spells out what is expected of the Blanchards, but not what they can expect from the owners. Mr. Kawahara advised that they are covered by the By-Laws which specify the duties of the manager.

The contract will be filled out, and then signed by Mr. Higginbotham and Mr. & Mrs. Blanchard.

C. House Rules and Pool Rules -

Both No. 2 and No. 3 of the house rules were discussed and it was suggested that the revising of the wording in these be left up to Ron Kawahara and the Blanchards. However, the following suggestions are to be placed into the rules:

1. That only outdoor lanai furniture and a reasonable amount of plants should be on the lanais. Anything other than these must be approved by the resident manager as directed by the Board.

2. It was also suggested that hours should be established for noise from stereos or television sets. The suggestion was further made that it be spelled out "excessive loud noises, music, etc.". Further that a real time limit need not be mentioned since there should not be excessive loud noise.

3. As there is presently a for sale sign placed in the parking lot, it was decided that there shouldn't be any signs at all from any real estate companies as you couldn't let one and not another.

4. Item No. 6 - Pets - was discussed. It was decided that pets must be kept inside, not out at all. Some advised that many condominiums don't allow pets at all, but it was decided that these are one's home and therefore they should be able to have a pet if kept inside.

5. A rule showing hours for washing will be added. This also indicating that no wash is to be hung on the line - this is only provided for bathing suits and towels.

6. Children under 12 must be accompanied by an adult will be added also.

D. Budget -

1. Salary & Wages
   a. $400.00 per month for the managers plus $312.00 for lodging. This was agreed upon by the Blanchards.
   b. yardman - $2.60 per hour for 35 hours per week
   c. Discussed that all board minutes would be mailed out to all the owners and that no names would be mentioned as who made motions, etc.

2. Taxes - This will change slightly.

3. Legal & Accounting - $400.00 per month
   a. as question regarding his fees, he explained what was done for that amount of money.
   b. It was moved and seconded that Ron Kawahara's office be employed as managing agent. This was passed.

4. Utilities - These figures were based on Mahina Surf as a comparable unit.

5. Insurance - Will be changed as the rates were received during the past week and had been previously estimated.

6. Repairs & Maintenance - It was discussed that sewage maintenance should be put in as a budgeted item. It was further decided that bids should be obtained on this and that the budget should be left as is and live with it for six months.

7. Income - Budgeting was not done to show income a washer, dryer, phone, etc. as there is not enough experience as yet.

With the above changes it was moved and seconded that the budget be adopted.

It was moved and seconded that the present manager, Mr. Blanchard and rental agent, Mrs. Blanchard, be retained. This was passed.

The placement of the barbecue units will be discussed at a later time.

It was agreed that the Resident Manager shall receive a $50.00 per month auto allowance to compensate for the travel connected requirements of the position.

E. By-Law Discussion -

1. Under Pg. 4 - Sec. 7 Regular Meetings. It was decided that three times a year was ample - 1 being after the annual meeting.

2. Under Sec. 8 - Special Meetings. It was decided that 8 hours notice is not ample time and that at least two days notice will be given.

3. The suggestion was made that any owner continually breaking house or pool rules should be reported in letter form to the president. He, in turn, will write a letter to the individual owner.

F. Promotion -

A $50.00 assessment shall be made against all apartment owners participating in the rental program through the Rental Agent, Mary Blanchard. Such funds collected will be used for Advertising purposes and the promotion of Polynesian Shores. The funds will be administered by the Rental Agent and accountable to the Board and/or a Rental Committee. A Rental Committee, consisting of four owners including one Board member, shall be appointed by the President of the Association of Apartment Owners for the purpose of reviewing and recommending minimum rental rates, reporting on competitive practices and offering suggestions for types of promotional advertising material to be used. The assessment of $50.00 is due and payable upon the receipt of these Board meeting minutes.

G. Telephone -
$15.60 per month must be guaranteed in order to obtain the semi-public phone. The phone company looked over the area and felt that the area by the rubbish barrels and laundry room would be a good location as there is suitable protection.

A one time fee for installation of $25.00 will be charged.

Mr. Blanchard will place an order with the phone company and have the phone installed as soon as possible. Also, he was asked to keep a history so that in the future possibly a public phone could be obtained.

H. Sewage system -

It was felt that an inspection should be made on the cavitette systems and a regular maintenance system at least every four months or twice a year be set up.

Since grease helps neither this system nor the garbage disposal, it was suggested that each owner provide a can under the sink for the deposit of grease.

The manager is also to check on signs for the bathrooms advising the guests what is harmful for the system.

The manager was also authorized to have the cavitette system checked in June.

I. Rental Rates - Minimum

The following rates were set up by the Board:

1. One Bedroom (2 people)
   a. $22.00 per day - $150.00 per week
   b. 3 Day stay as minimum - charge of $25.00 per day
   c. $3.00 for each additional person
   d. 4 week basis - $475.00
   e. Limitation as to children - up to each owner and then they are to specify ages
   f. Up to one year is considered an infant.

2. Two Bedroom (4 people)
   a. $35.00 per day - $235.00 per week
   b. 3 Day stay as minimum - charge of $40.00 per day
   c. $3.00 for each additional person
   d. 4 week basis - $800.00

The managers were asked if they felt these were workable figures as minimum rates and they were affirmative.

A discussion followed regarding whether or not the manager should be given the regular commission if an owner sends over a guest and has given them special rates. It was agreed that immediate family meant parents or children of the owner only.

If an owner sends person to his cottage, this does not count in the regular rotation series.

It was decided that a deposit of $50.00 must be placed on a one bedroom and $75.00 on a two bedroom unit. If there is no way it can be rented, then it should not be refundable. As a guide for the managers, two weeks notification should be given prior to cancellation in busy season.

Mr. Kawahara pointed out that his office will be watching that no rental charges are placed through the association maintenance fee.

J. Initial fee or Joining fee -

This was discussed as to a charge being made to join the rental and "seed money" was suggested.

If the managers find a long term rental of 3 months or longer, a sliding scale of 10/5/5 will be paid to the managers and they are in agreement.

K. Maids-

1. Part time versus full time discussed. At the present time, the maid comes in upon hearing from Mrs. Blanchard. It was felt that she is a good maid and if in the future a raise was required in order to keep her, this should be done.

L. Linen -

1. Presently a charge of $3.00 for 2 people for one week.
2. Discussed that a change of linen should be given once a week and charged to the owner.
3. Only approximately 5 owners have purchased their own linen supply.

M. Expenditures -

The resident manager is limited to $150.00; the firm of Ronald A. Kawahara to $300.00 without the approval of the Board.

DATE OF NEXT BOARD OF DIRECTORS MEETING:

The next meeting of the Board of Directors was set for Saturday, April 28, 1973, at Ronald Kawahara's office at 9:00 A.M.

ADJOURNMENT:

There being no further business the meeting was adjourned at 5:30 P.M.

Respectfully submitted,

Lucille Redman

Lucille Redman
Recording Secretary

A.

Organizational Meeting of Polynesian Shores

Jan 2. 1973

Barbeque & platform!
Certificate of mailing
Letter page 2 Jan 2, 19

RONALD A. KAWAHARA
MANAGEMENT SERVICES

204 LAHAINA SHOPPING CENTER OFFICE BLDG.
LAHAINA, MAUI, HAWAII 96761
(808) 661-4405

CERTIFICATE OF MAILING

We hereby certify that a Notice of Meeting and a proxy form for the Organizational Meeting of the Association of Apartment Owners' of Polynesian Shores, to be held at 9:30 a.m. on Saturday, January 20, 1973, at Kaanapali Beach Hotel, Lahaina, Maui, Hawaii, were mailed to owners of record filed in the office of the Managing Agent on January 2, 1973.

Ronald A. Kawahara
Managing Agent

Lahaina, Hawaii
January 2, 1973

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS
RECONVENED AT POLYNESIAN SHORES
Sunday, January 21, 1973 - 10:00 A.M.

The drainage situation was covered. The placing of plastic pipe was discussed to the north and south or the property lines to improve the drainage.

It was also discussed that there should be a permanent light placed by the office to light the stairs.

The placement of drainage tiles from in front of the office to the middle of Building B was brought up and decided upon.

The manager is also to obtain bids on construction of a platform by the large pine tree used in conjunction with the three barbeque units.

The meeting was adjourned at 11:30 A.M.

Respectfully submitted,

Lucille Redman

Lucille Redman
Recording Secretary

MINUTES OF THE ORGANIZATIONAL MEETING
OF THE OWNERS OF POLYNESIAN SHORES
Kaanapali Beach Hotel
Lahaina, Hawaii
January 20, 1973 9:30 A.M.

Registration of the owners was taken as they arrived.

DETERMINATION OF A QUORUM:

It was determined that 75% of the owners was necessary in order insure a quorum of the owners. The breakdown was as follows:

1 Bedroom Owners present - 14
2 Bedroom Owners present - 4

Proxies represented - 1 Bedroom - 22
2 Bedroom - 2

Thereby a quorum of the owners of Polynesian Shores was constituted.

CALL TO ORDER:

The organizational meeting of the owners of Polynesian Shores was called to order at 9:40 A.M. by Mr. Ronald A. Kawahara. Roll call of the owners present was taken by Mr. Kawahara.

PROOF OF NOTICE OF MEETING:

Mr. Ronald A. Kawahara, acting as management agent for the developer's agent, Mr. Lau, certified in written form that notices for the meeting had been mailed on January 2, 1973. Certificate of mailing is hereby attached to the minutes.

INTRODUCTION OF GUESTS:

The following were introduced: Mr. Merton S. C. Lau, the developer's agent, Barbara Harris, record keeper, Lucille Redman, secretary, and Mr. & Mrs. Leslie Blanchard, the managers of Polynesian Shores. Mr. Kawahara also introduced himself and explained the fact that Mr. Lau had engaged his services as managing agent to arrange the meeting of the owners and to conduct the organizational meeting.

MANAGING AGENTS REPORT:

Mr. Kawahara advised that an agenda of the meeting had been mailed out to each owner. He then proceeded with his report.

A. Telephones - It was recommended by Mr. Kawahara that the owners not install phones in their individual units as there was no central switchboard and therefore there was no way of monitoring long distance calls.

B. Insurance
(a) Fire - The present fire insurance taken out by the owners is through Finance Factors and covers only structural and common elements. Since personal effects inside the individual units, other than carpeting, drapes, and appliances are not covered, it is recommended strongly that each owner purchase insurance to cover this.

(b) Liability - The present liability insurance also only covers the property connected to the common elements and ends at each owner's door. It was therefore recommended strongly that each owner carry liability insurance. Preferably through an agent here on Maui who would be able to make an investigation within 24 hours in case of a loss. The amount of insurance to be carried by each owner was suggested to be 100/300,000.00.

(c) It was suggested that each owner not rent a unit with a U-Drive attached. If an owner did, special insurance must be purchased for this as present automobile policies do not cover a rental. This special insurance runs approximately $1500.00 per year. It was recommended by Mr. Kawahara that a car not go with an apartment.

The question was raised by one of the owners that if the person renting the apartment signed a waiver that wouldn't that take care of the matter. It was suggested that this be discussed at a later date.

Mr. Kawahara advised that if his firm was to remain as providing management services for Polynesian Shores, it must be approved by the Board of Directors. It was also explained to the owners that the resident managers, Mr. & Mrs. Blanchard were employed by the developer and must also be approved by the Board of Directors.

If the Board decides to keep the firm of Ronald A. Kawahara, he went on to explain the sort of things that would be handled for the owners: such as hiring of the managers, setting up meetings, paying the bills, taking minutes at the meetings, etc.

Questions were asked of Mr. Lau as to how the insurance firm of Finance Factors was selected. He stated that the rates were established by the State of Hawaii Rating Board in Honolulu, and that they were all about the same.

Mr. Kawahara reviewed the fire insurance policy and explained that a total of $1,100,000.00 was carried with a 90% co-insurance clause to save on the premium.

Since several of the owners asked who Mr. Kawahara suggested as insurance agents on Maui, he suggested First Insurance, Maui Insurance, Pacific Insurance, Hawaiian Insurance & Guaranty, Finance Factors (who is presently insuring the common elements).

RESIDENT MANAGERS REPORT:

Mr. Blanchard gave his report covering the following items:

A. Stated that the building was complete basically.
B. Landscaping complete except for refilling of washed out areas.

was covered by the By-Laws. However, it was further suggested by one of the owners that No. 3 be built up and not to depend entirely on the By-Laws. No. 3 was also discussed as to loud noises and it was suggested that a time limit should be set. This will be taken up further in the Board of Directors meeting.

C. Pool rules - These were read and discussed. Heating of the pool was suggested by one owner. It was felt by the owners that they should be flexible on food and drinks around the pool. The suggestion was made that a sign be posted indicating that no glass was allowed.

In addition to voting for the Board of Directors it was brought up that it was necessary for 2 amendments to be made to the By-Laws. Article IV Section 2 of the By-Laws presently states that the managing agent must be a Hawaii Corporation.

Secondly, Article III Section 8 of the By-Laws presently states that an annual audit be made. Since Mr. Kawahara's firm is an accounting firm, he feels that an annual audit is foolish and should be appointed at the discretion of The Association.

Mr. Kawahara also pointed out that the Board of Directors would be electing their own officers.

Each of the nominees was asked to stand and tell something about himself. The following did this: Tom Zipper, William Higginbotham, Paul Doyle, Henry Lau, Bill Robertson, Warren Kittell.

Nominations were then asked from the floor. Wadsworth Yee was nominated as it was suggested that it was a definite plus to have a developer on the Board for the first year. Virgil Likins and Eileen Hunter were also nominated. It was moved, seconded and passed that the nominations be closed.

The ballots were then passed out to all owners present. The votes (including proxies) were taken, counted, checked and approved. The two amendments to the By-Laws were passed with none being against.

The following are the elected Board of Directors for Polynesian Shores:

3 Year Terms - Warren Kittell, William Higginbotham, Paul Doyle

2 Year Terms - Thomas Zipper, William Robertson, Henry Lau

1 Year Terms - Wadsworth Yee, James Sakai, Virgil Likins

Mr. Kawahara advised that a date must be set for the first Board of Directors meeting. He asked that they get together and then advise him of the date and time.

NEW BUSINESS:

The rental operation was covered by Mrs. Blanchard, the rental agent. The amount of service must be determined by the Board. A 10% commission is paid to Mrs. Blanchard on the gross rental before 4% Hawaii State Tax.

The Board will also determine the amount of "seed money" to start the rental operation.

The owners were further advised that if they planned to rent their apartment, they must have liability insurance.

Ron Kawahara is not involved in the rental program and is only an agent for the apartment owners. As new owners come in, Mr. Kawahara's office will be responsible for mailing them copies of the By-Laws, House Rules, and Pool Rules.

Mr. Kawahara advised that a 15% to 20% occupancy is the usual figure for the first year in a new condominium.

He went on to say that the rental program would have most of the problems.

He further advised that gross income tax of 4% must be paid on the room rent.

Each owner must obtain an excise license for his apartment.

Mr. Kawahara then asked for any questions from the floor and one was asked of the developer's agent as to whether or not he was going to have a blessing. It was decided that the Board could decide and arrange.

Mr. Kawahara further advised that the ballots and proxies would be kept in his office for 30 days on file.

ADJOURNMENT:

There being no further business the meeting was adjourned at 12:20 P.M.

Respectfully submitted,

Lucille Redman

Lucille Redman
Recording Secretary

Bel 1497
T 8/21-45

HOUSE RULES
POLYNESIAN SHORES
EFFECTIVE: JANUARY 1, 1973

Aloha, Owners, Vacation Guests and Renters:

Welcome to Polynesian Shores. In order to make your stay and your home as enjoyable and liveable as possible, we have all chosen to abide by the following rules.

1. Sidewalks, stairways and lanais shall not be used in any manner that will limit ingress or egress from any apartment or detract from the neat appearance or decor of the project as a whole.

2. No occupant shall make or permit any disturbing noises (e.g. loud music, noisy pets, etc.) on the premises, by himself, his family, friends or servants; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants, such as leaving water running for an unnecessary length of time.

3. No rugs or furnishings of any kind shall be beaten on the lanais, or walkways, nor shall anything be swept, thrown or emptied from the doorways, windows, or lanais nor shall anything be hung from any lanais, windows, walkways or exterior walls. Only outdoor lanai furniture and plants (of a reasonable length or height - not to hang over railings) will be allowed on the lanai. All other items on the lanai must be approved by the Resident Manager as directed by the Board of Directors.

4. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, paper, napkins, ashes or other foreign substances shall be thrown therein. Any damage and, or, plugging resulting from their misuse shall be paid for by the tenant who shall cause or permit it.

5. All damage to the building, caused by the moving and carrying of articles therein, shall be paid for by the owner or person in charge of such articles.

6. No pets of any kind shall be allowed on the common area; except when going to and from the parking lot or beach. The pet must be on a leash at all times. No feeding or encouraging stray animals to come to the premises. No pet is allowed to defecate or urinate on the premises.

7. No occupant, other than persons properly designated by the Board shall interfere in any manner with any portion of the water, heating, lighting apparatus, plumbing, sewer treatment, watering facilities, pool filter and the like in or about the demised premises.

8. No signs, name plates, shades awnings or window guards shall be used except as shall be installed or approved by the Board. All drapes, lanai, window or door decoration clearly visible from outside the building shall conform in color and appearance with standards set by the Board. For the present this standard shall be the colors and decor initially adopted by the developers.

9. No radio or T.V. aerial or connection shall be installed by the occupants outside or their respective apartments without the written consent of the Board.

10. Unless the Board gives advance written consent in each and every instance, occupants shall not install or operate in the premises any machinery, refrigerating or heating device or air conditioning apparatus or use any illumination other than electric light, or use or permit to be brought into the premises or building any inflammable oils or fluids such as gasoline, kerosene, naptha or benzine or other explosives or articles deemed extra hazardous to life, limb or property. Only gas and electric barbecues shall be permitted on the premises.

11. No guns, sling shots or other similar contrivances shall be used in any manner, on or from the premises.

12. Washers and dryers are to be used between the hours of 8:00 A.M. and 8:00 P.M. only. Clothes lines are not to be used for regular laundry drying.

13. The Resident Manager will be responsible for having all new owners read the house rules.

14. Before any person, owner, guest or tenant shall occupy any apartment he (or she) shall register, giving the names and forwarding address of himself and each guest and be given to read a copy of the house rules.

15. The Board reserves the right to make such other rules and regulations from time to time as may be deemed needful for the health, safety care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.

16. Any complaints and/or suggestions are requested to be in writing and give to your Board of Directors.

POLYNESIAN SHORES

AMENDMENTS TO THE BYLAWS

ARTICLE I SECTION 1
QUALIFICATION

(Amended to Read) All owners of apartments of the project shall constitute the Association of Apartment Owners, herein called the "Association". The owner of any apartment upon acquiring title or a vendee under an agreement of sale recorded in the bureau of conveyances or land court shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Association shall automatically cease; provided, however, that to such extent and for such purposes including voting, as shall be provided by lease of any apartment filed with the Board of Directors of the Association, the lessee of such apartment shall be deemed to be the owner thereof.

ARTICLE I SECTION 2
PLACE OF MEETINGS

(Amended to Read) All meetings of the association of apartment owners shall be held at the address of the condominium project, or elsewhere within the state as determined by the board of directors.

ARTICLE I SECTION 5
NOTICE OF MEETING

(Amended to Read) The Secretary shall give written or printed notice of each annual and special meeting to every apartment owner according to the Association's record of ownership at least fourteen (14) days prior to such meetings and shall contain at least; the date and time of such meeting, the place of such meeting, the items on the agenda for such meeting and a standard proxy form authorized by the Association, in any of the following ways: a) by delivering it to him personally, or (b) by leaving it at his apartment in the project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to recieve actual notice of any meeting shall, in no way invalidate such meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

ARTICLE I SECTION 7
VOTING

(Amended to Read) Section 7. Voting (a)

ARTICLE I SECTION 7
VOTING

(Add new section) Section 7. Voting (b) The purchaser of an apartment pursuant to an agreement of sale recorded in the bureau of conveyances or land court shall have all the rights of an apartment owner, including the right to vote; provided that the seller may retain the right to vote on matters substantially affecting his security interest in the apartment, including but not limited to, the right to vote:

1. Any partition of all or part of the project,

2. The nature and amount of any insurance covering the project and the disposition of any proceeds thereof,

3. The manner in which any condemnation of the project shall be defended or settled and the disposition of any award or settlement in connection therewith,

4. The payment of any amount in excess of insurance or condemnation proceeds,

5. The construction of any additions or improvements, and any substantial repair or rebuilding of any portion of the project,

6. The special assessment of any expenses,

7. The acquisition of any apartment in the project,

8. Any amendment to the declaration of horizontal property regime or bylaws,

9. Any removal of the project from the provisions of this chapter, and

10. Any other matter which would substantially affect the security interest of the seller.

ARTICLE I SECTION 8
PROXIES AND PLEDGES

(Amended to Read) The authority given by any apartment owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and proxy form which accompanies a notice of meeting shall be valid for the meeting to which the notice pertains and its adjournment only. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board through the Secretary or managing agent shall be exercised only by the person designated such instrument.

ARTICLE II SECTION
NUMBER AND QUALIFICATION

(Amended to Read) The affairs of the Association shall be governed by a Board of Directors composed of nine (9) persons, each of whom shall be owners, co-owners, a spouse of an owner, vendees under an agreement of sale, or an officer of any corporate owner of an apartment. The partners in a general partnership and the general partners of a limited partnership shall be deemed to be the owners of an apartment for this purpose. The directors shall serve without compensation.

ARTICLE V SECTION 5
EXPENSES OF ENFORCEMENT

(Amended to Read) Every apartment owner shall pay all costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the association for:

1. Collecting any delinquent assessments against any owner's apartment;

2. Foreclosing any lien thereon;

3. Enforcing any provisions of the declaration, bylaws, house rules, and the Horizontal Property Act; or

4. The rules and regulations of the real estate commission; against an owner or any occupant of an apartment shall be promptly paid on demand to the association by the apartment owner; provided that if the claims upon which the association takes any action are not substantiated, all costs and expenses, including reasonable attorney's fees, incurred by the apartment owner as a result of the action of the association, shall be promptly paid on demand to the apartment owner by the association.

ARTICLE VI SECTION 1
BOOKS AND EXAMINATION

(Add new section) The manager or board of directors shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. All records and the vouchers authorizing the payments shall be kept and maintained at the address of the project, or elsewhere within the State as determined by the board of directors, and shall be available for examination by the apartment owners at convenient hours of week days.

ARTICLE VII SECTION 1
PERSONAL APPLICATION

(Add new section) All apartment owners, tenants of such owners, employees of owners and tenants, or any other persons that may in any manner use property or any part are subject to the Horizontal Property Regime, State of Hawaii and the declaration and bylaws of the association of apartment owners adopted pursuant to the Horizontal Property Regime.

ARTICLE VIII SECTION 1
CONFLICT OF INTEREST

(Add new section) A director shall not vote at any board meeting on any issue in which he has a conflict of interest.

ARTICLE IX SECTION 1
RESIDENT MANAGER

(Add new section) No resident manager of the condominium shall serve on the board of directors.

ARTICLE X SECTION 1
AUDIT

(Add new section) The members of the association of apartment owners may require, by vote at the annual meeting, a yearly audit of the association books by a certified public accountant.

ARTICLE XI SECTION 1
MEMBERSHIP LIST

(Add new section) The resident manager or managing agent, or board of directors shall keep an accurate and current list of members of the association of apartment owners and their current addresses and the names and addresses of the vendees under an agreement of sale, if any. The list shall be maintained at a place designated by the board of directors.

ARTICLE XII SECTION 1
CONDUCT OF MEETING

(Add new section) All association and board of directors meetings shall be conducted in accordance with Roberts Rules of Order, or other accepted rules for the conduct of meetings.

June 2, 1974

To: Owners in Rental Group
Polynesian Shores
Lahaina, Maui, Hi.

Subject: Higher Occupancy Rate
through Owner Participation.

At the annual meeting in May, 1974 it seemed one of the main questions was how to get a better occupancy rate throughout the year. In Jan. Feb. and Mar. it's not so much of a problem to keep them full, but until we get a clientele built up it will take additional effort to keep them full the balance of the year.

A plan was purposed to all the owners present at this meeting and in more detail to the Rental Group Committee and we would like to pass it on to you.

Basically, each owner makes an effort on their part to secure renters in their own locality, through local ads, word of mouth and giving brochures to friends, contacting local travel agents and any other means you can think of.

The expense and time will be the responsibility of each owner, but it is to their advantage that their unit is rented more frequently. In doing so, if they secure more renters than they can accommodate at any given time, your rental agent, Mary Blanchard, will place them in another apartment and you will receive the usual travel agents commission of 10% for your time and expense of securing a renter for another owners apartment. The reverse would be true if they secure a renter for you.

For those who wish to participate in their own way, a group of "suggestions and helps" are included.

The Whole Idea in a nut shell is "Get 'em signed up HERE (Mainland) before they ever get THERE (Maui)".

Aloha,
Raymond Harris
Raymond Harris - Chairman

Rental Group Committee

1. Audri Zaiser - 23631 Tampico Bay, So. Laguna, Ca. 92677
2. Ruth Baker - 2750 Ladera Rd., San Bernardino, Ca. 92405
3. William Mabry - Polynesian Shores, Lahaina, Maui 96761
4. Mary Blanchard- " " " " "
5. Raymond Harris - P.O. Box 668, Corona, Calif. 91720

May 25, 1974

To: Owners in Rental Group
Polynesian Shores
Lahaina, Maui

The intention of this letter is to let you know what the plans and progress of the Rental Group Committee is. Our aim is to promote and secure a higher rate of occupancy for Polynesian Shores.

After the General Membership Meeting on May 4, those owners that rent their apartments through the Rental Agent, met and appointed five members to form a Rental Committee. Those appointed were, Audri Zaiser, Ruth Baker, Mary Blanchard, Bill Mabry and Raymond Harris.

* New Color Post Cards, which were provided through the efforts of Ralph Baker are now available to each owner if they wish and will be provided for the vacation rental guests.
* New Color Brochures are in the planning stage and should be ready in July.
* New Rate Schedule Sheets are being printed and will be inserted in the new color brochure, so current rates can be changed as necessary.
* New Rates are suggested as follows to start June 1, except for advance reservations that have already been made, which will be honored at the old rate.

New Rate Schedule	DAY	WEEK	Calendar MONTH
One Bedroom - Ocean View	$25.	$150.	$550.
Two Bedroom - Ocean View	$40.	$240.	$900.
Two Bedroom - Ocean Front	$45.	$270.	$990.
Savings Over Daily Rate -	Approx.	15%	25%

* A plan to promote a higher occupancy is being developed. Plans include a program for owners that wish to participate, to promote and advertise their own apartments in their own area. In case their own apartment is already rented (that's good) they will be rewarded for their effort and expense of providing a renter for another owner by receiving the usual 10% commission, which would go to a travel agent anyway. Also a closer contact with travel agents will be tried.
* Most of those in the Rental Group have already paid in a lump sum of money to start the Advertising Fund last year. It was agreed that in the future, 1% of the rent from each apartment will be placed in the Advertising fund and ½% will be put in by the Rental Agent.

We will keep you informed with additional information.

Raymond Harris
Raymond Harris-Chairman

1312 Main Street
P. O. Box 668
Corona, Calif. 91720

Polynesian Shores
Condominium Apartments

RR1, BOX 80 • LAHAINA, MAUI, HAWAII 96761 • TELEPHONE (808) 669-6065

May 28, 1975

Dear Members in the Rental Group:

A general membership meeting for all the owners in the Rental Group was held at the Maui Surf on May 3, 1975 following the General Owners Meeting. A review of last years rental program was made in hopes of additional ideas to increase the occupancy for the coming year.

It was the general consensus of opinion that the Owner Referal Program is working well, that we need to cultivate more Travel Agent Referals, that our rates are low to other comparable condominiums and that we want to project a Vacation Type Atmosphere to our vacation rental guests.

To do this several members volunteered to help on this years new board. They consist of Russ Mack, Alaska; Eva Boyd, Oregon; Marvin Johnston, Central California; Ruth Baker and Ray Harris, Sothern California; and Mary Blanchard, Rental Agent, Maui. In this way we will be represented in many areas to secure more vacation renters.

Your new Board has already met several times while on Maui and these are their suggestions and decisions.

1. New Rates July 1, 1975 to July 1, 1976.
   One-Bedroom for 2 people - $30. daily
   Two-Bedroom for 4 people - $50. daily
   Additional Persons - $5. each daily

   10% Discount for 7 days or more
   20% Discount for 28 days or more.

   New rate sheets have been printed and a small supply will be sent to each owner and a supply to all those travel agents that have been previously contacted.

2. Weekly Maid Service. - The maid will change linens and vacuum as needed every seven days or equally spaced on longer stays. This will be a convenience to the renter and also a protection to the owner.

(Continued on the next page)

3. Morning Outdoor "Coffee" Gettogether. The purpose is to provide Vacation Guests a quicker way to meet one another and share the friendly "Aloha" spirit. Coffee, tea and cups will be provided by this association.

4. Encourage Each Owner to suggest, promote and advertise Polynesian Shores to those they come in contact with. It has proven to be one of the best ways to keep your apartment full and overflowing.

5. Polynesian Shores will be listed in Hotel & Travel Index, "The Travel Agents Bible", in a paid ad beginning in the next issue, Autumn 1975.

6. Bed, Bath and Kitchen Linens. - Many owners have already purchased their own linens. Others may wish to do so to save on laundry charges, which are considerably less than rental supply linen charges.

Many of you have sent in suggestions during the past year and each one has been discussed and considered and your Rental Committee will continue this plan during the coming year in hopes of having a better Polynesian Shores for the Owner and their Vacation Guests.

Aloha,

Ray. Harris

Raymond Harris
Rental Group Chairman.

W. Raymond Harris
1312 Main Street
P. O. Box 668
Corona, Calif. 91720

W. Raymond Harris
1312 Main Street
P. O. Box 668
Corona, Calif. 91720

Dec. 1, 1974

Dear Mary:

I received your letter of November 27 stating you had not changed your mind about putting you ½% into the Advertising Fund. I am not speaking for the committee, but as long as it has gone this far into the year, might as well let it ride until we all get together and talk it over. As President Ford once said, "The honeymoon may be over, but we would like it to be a good marriage".

I am though a little confused, or a lot depending on how you look at it, as to what is expected of the Rental Agent and also of the owners in the Rental Group.

I don't want to get nosey, but it might be well for both parties concerned, the Rental Agent and the Rental Group Board, if you would send a copy of the Rental Agents Responsibilities and Duties Agreement that you are working under. This way we wont expect anything of the other party that hasn't been previously agreed upon.

Also, would you send a list of the names of each owner and the date that they originally paid their $50. into the fund and each months 1% income to date, plus the list of each expenditure, which should give us the cash balance in the fund.

Then it might be well after this, to send to me a monthly financial report so we will all know where the money is coming from and where it is going.

As you said, words on paper are not always the easiest way to get thoughts across, but hope my thoughts are received in a kind and construtive manner.

Hope you and all the family have a happy, prosperous and busy Holiday Season.

As ever,

Ray.

Raymond Harris

PS Would you also send a blank copy of the agreement each owner signs and returns to you when you rent their apartment for them. This is the one we all signed in the very beginning.

		June '74	July	August	Sept.	Oct.	Nov.	Dec.
Mack	101*	$250.-	$335.80	$854.-	$342.90	$135.-	(Pays) 4	
Zdiser	102			300.-	96.50	300.-	7	250.-
Knight	104	402.50	490.-	168.-	173.50	244.35	8	193.-
Sanborn	105	0	0	325.-	325.-	325.-	0	195.-
Ellis	106	0	283.50	125.-	0	150.-	4	278.-
Harris-Fare	107	0	227.50	721.-	0	425.-	0	270.-
Vascotto	108	0	278.20	382.-	0	150.-	0	262.-
Johnston	112	325.-	325.-	325.-	0	0	0	316.-
Neumeyer	113	0	0	192.-	181.-	214.35	6	564.-
Mabry	114	0	321.45	50.-	150.-	171.45	9	450.-
Cusick	115	300.-	300.-	475.-	150.-	325.-	17	219.-
Matsumoto	116	325.-	349.-	227.85	552.85	325.-	#325	325.-
Baker	117	0	0	234.-	0	100.-	10	278.-
Johnston	118	325.-	90.-	325.-	325.-	325.-	*325	350.-
Higgenbotham	119*	235.-	0	0	257.50	405.-	0	708.-
Lelieman	120	0	270.-	442.-	0	235.80	0	342.-
Lau	121	150.-	325.-	325.-	325.-	325.-	*325	
Robertson	122	124.-	0	375.-	0	0	12	177.-
Sakagawa	123	60.-	50.-	180.-	0	325.-	*325	490.-
Jones	125	325.	325.-	325.-	325.-	206.15	0	250.-
Olson	126							
Yee	201*	0	135.-	484.-	0	500.-	24	668.-
Hiroshige	203	325.-	325.-	325.-	325.-	325.-	*325	325.-
Cordes	204	0	189.45	235.80	325.-	325.-	*325	325.-
Lee	206	0	325.-	325.-	325.-	325.-	0	200.-
Boyd	208	0	75.-	0	0	301.80	0	418.-
Kittle	210*	0	250.-	857.71	200.-	225.-	Sell	—
Doyle	211	333.-	450.-	402.-	334.30	405.-	0	404.-
Takenaka	212	325.-	325.-	325.-	325.-	325.-	*325	
Nagasako	213	325.-	325.-	325.-	325.-	325.-	*325	325.-
Sanborn	216	300.-	300.-	300.-	0	300.-	*300	300.-
F. Chang	217	0	300.-	300.-	300.-	150.-	*300	225.-
P. Chang	219*	500.-	500.-	500.-	500.-	500.-	0	554.-
Matzen	221	300.-	450.-	514.29	177.00	371.-	0	342.-
Popenoe	223	0	150.-	327.90	278.20	0	0	200.-
Ruffner	224	0	214.35	385.80	150.-	0	0	417.-
Pulispher	225	0	0	585.-	342.90	0	0	57.-
Harris-Fare	226*	0	0	385.-	225.-	200.-	6	430.-
		$6,466.70	$8,274.35	$12,928.39	$7,336.65	$9,244.90	$6,029.-	$11,207.-
Median Rental		$2,064.-	4,171.-	7,966.-	2,910.-	4,308.-		

Rental Facts —

Income — from Rental Group

Jan./June (6 months)	July/Dec. (6 months)	Yearly
1973 #34,314.00	#27,652.00	#61,967.00
1974 65,744.00	50,913.00	116,657.00
1975 75,091.00	63,710.00	138,801.00

Polynesian Shores Rental Group - Cash Balance Sheet.

Month of	Discription -	Deposits - Income -	Expenses	Balance on Hand
Jan. '73	Opened Account			- 0 -
Feb.	Rental Promotion Fund Fee - (4 Units) @ 50. ea.	200.-		200.-
Mar.	Service Charge on Bank Account		.51	199.49
Apr.	Rental Pro. Fund Fee (3 units) "	150.-		
"	" " " " (6 units) "	300.-		
"	5M Brochures		146.56	
"	1M Stationery - 1M Envelopes		36.00	
"	Parcel Post.		5.40	
"	Service Charge		.55	460.95
May	Rental Pro. Fund Fee (1 unit) "	50.-		
"	Postage		1.05	
"	Service Charge		.64	509.26
June	Rental Pro. Fund Fee (5 units) "	250.-		
"	Service Charge		.28	758.98
July	Rental Pro. Fund Fee (17 units) "	850.-		1,608.98
Aug	"			1,608.98
Sept.	"			1,608.98
Oct.	"			1,608.98
Nov.	"			1,608.98
Dec.	"			1,608.98
Jan. '74	Coin Box Collection from Advertisor	61.65		1,670.63
Feb.	News Dealers Statement		40.17	1,630.46
Mar.	500 Stationery - 500 Envelopes		14.45	
"	Mav. Photo		125.00	
"	Color Post Cards - 12,500		350.01	1,141.-
Apr.	"			1,141.-
May	"			1,141.-
June	So. Cal. Business Ads (4 @ 9.)		36.00	
"	Rental Promotion Fund Fee (2 units) "	100.00		
"	? (from Check No. 90-1174)	35.-		
"	Color Brochures - 27,500 - (Cost 1,309.20) Part Payment		800.-	446.00
July	New - 1% Owners Rent to Promotion Fund	71.09		
"	1M - Rate Sheets		25.74	
"	Service Charge		.58	484.77
Aug.	Rental Promotion Fund Fee (1 unit) @ 50.	50.00		
"	1% Owner Rent to Promo. Fund.	82.57		
"	? (from Check No. 59-127)	85.00		
"	Vacancy Sign 78. - Reply Mailers 500 26.32 - Rules/Reg 1M 28.18		157.18	
"	Rental Agre. Pad 3.69 - Stamps 21.00			

Polynesian Shores Rental Group — Cash Balance Sheet

Month of-	Discription —	Deposits - Income -	Expenses	Balance On Hand
Aug '74	Parcel Post on Brochures		54¢	
"	Service Charge - Bank		.64	539.9
Sept.	1% Owners Rent to Promotion Fund	129.24		
"	Postage - Letters - Rate Sheets to Owners & Travel Ag.		39.17	
"	Postage -		21.00	
"	Printing - Avail. Reports 1M 17.03 - Rate Sch. 3M 14.35		33.15	
"	Service Charge		.64	
"	Partial Payment on Brochures		300.-	274.3
Oct.	1% Owners Rent to Promotion Fund	73.32		
"	Service Charge		.64	349.9
Nov.	1% Owners Rent to Promotion Fund	92.62		
"	Rental Promotion Fund Fee (2 units) @ $50.	100.-		
"	Partial Payment on Brochures		100.-	
"	Final " " "		109.20	
"	Postage		17.00	~~112.6~~
"	Service Charge		.82	312.6
"	Regulations Eps? Printing Envelopes 300/500 Groups Share ½		14.87	
"	Postage/Misc Exp		12.62	285.1
Dec.	1% Owners Rent to Promotion Fund	60.29		
"	Service Charge		.76	344.6
Jan 1975	1% Owner Rent to Promotion Fund	112.07		456.7
"	Service Charge		52	456.2
Feb	1% Owners Rent to Proma Fund	148.52		604.7
"	Service Charge		52	604
March	Postage/Stamps		54.23	549.9
"	1% Owners Rent to Proma Fund	173.07		723.0
"	Bank Service Charge		.34	722.6
April	1% Owners Rent to Proma Fund	217.73		940.4

Received 9/14/74
(But No Job Description
or Contract)

RENTAL MANAGEMENT AGREEMENT for POLYNESIAN SHORES

OWNER(S): _____ RENTAL AGENT: _____

ADDRESS: _____ ADDRESS: _____

_____ _____

PROPERTY: _____

APARTMENT NO.: _____

LOCATION: _____

_____, hereinafter called "Owner", and _____

_____, hereinafter called "Rental Agent, agree as follows:

1. Owner hereby employs Rental Agent to rent the property as described above, and upon the terms and conditions hereinafter set forth.

2. The attached Rental Management Procedure will be adhered to by the Rental agent and Owner unless superseded by provisions of this Rental Management Agreement.

A. Rental Agent agrees:

1. To solicit, by methods mutually agreed upon, desirable occupants for Owner's apartment at rental rates mutually agreed upon.

2. To collect and account for rents, deposits, fees, and reimbursements from said tenants.

3. To process reasonable requests from tenants and Owners and to assure that said tenants and Owners are comfortable.

4. To check the condition of the apartment upon vacating by tenants and to pursue by all reasonable means, reimbursement for unreasonable wear, damage and missing items.

5. To build goodwill for the property.

6. To contract for and authorize expenditures necessary for maintenance, service, and upkeep of the apartment furnishings and linens, and to pay for same out of Owner's rental income.

7. To arrange for maid service, cleaning equipment and supplies, all at the expense of Owner.

8. To deposit daily or at such times as may be reasonably practical, into a bank account, all rents, fees, and deposits collected from tenants.

9. To expend funds authorized by Owner for advertising in a manner mutually agreed upon.

10. To maintain the Owner's apartment in a clean condition and in good repair, all at Owner's expense, and to recommend to Owner necessary repairs and replacements of a major nature.

11. To maintain adequate fiscal records.

12. To provide to Owner, monthly, a statement of financial transactions. This will be mailed together with the remittance check.

13. To notify Owner if account is overdrawn or does not have sufficient funds to cover any charges or bills for the apartment. Rental Agent shall not be responsible to advance any sums for any purpose.

14. To collect or charge no undisclosed fee, rebate or discount, and if any should be received, to credit them to the account of the Owner.

15. To provide Owner with evidence that Rental Agent is bonded for $_____.

B. Owner Agrees:

1. To abide by the house rules in existence or as may be promulgated and changed from time to time.

2. To pay Rental Agent a percentage of Gross rental income as follows:

_____% for occupants except owner or owner-referrals

_____% for owner occupancy

_____% for owner-referred occupants

_____% of all confiscations of advance deposits due to cancellations and of deposits due to forfeiture of rental agreements (where applicable).

3. To promptly provide adequate funds to pay for outstanding obligations upon receipt of notice of insufficient funds by Rental Agent.

4. To secure a State of Hawaii General Excise (gross income) tax license and book and to timely report and pay said tax to the Hawaii State Tax Collector.

5. To give the Rental Agent 60 days notice, in writing, if Owner desires to occupy his unit during the off-season period, and six months notice if the Owner wishes to occupy his unit during the periods of high occupancy which are from mid-December through March and June through September. In the event the Owner's unit is occupied and the tenant refuses to move, the Owner will be advised and the Rental Agent will make recommendations regarding vacancy and availability of similar units.

6. To abide by the decisions of the Board of Governors of the Rental Association, if such an association exists.

7. To secure, maintain, pay for, and deposit with the Association a copy of a policy of comprehensive personal liability insurance with minimum limits of $50,000/$100,000 for bodily injury and $5,000 for property damage, naming the Rental Agent as an additional insured.

8. To promptly pay for mutually agreed services to be performed by said Board or Rental Agent.

9. Upon withdrawing from the Rental Association to surrender any and all interest in capital items purchased during period of membership in the rental operation.

10. To give 60 days minimum written notice to the Board and Rental Agent prior to termination of participation in the Rental Association. Withdrawal from the Rental Association shall be 60 days from the receipt of the notice, or upon the unit becoming vacant, whichever is the later. Upon termination, the seed money is forfeited.

11. To pay a special rental operation assessment of $_____ to be used for advertising, promotion, equipment and supplies. This money is transferable, but not refundable. In the event an Owner decided to sell his unit, he may transfer the credit for this assessment to the buyer, but there will be no refund. Any special handling of this shall be a transaction between the seller and buyer.

12. To pay into an advertising fund each month a percentage of gross rental income, which percentage and commencement date shall be determined by the Rental Board of Governors or the Board of Directors. The Rental Agent is hereby authorized to deduct this sum from Owner's rental account each month upon notification by the above Board.

13. To pay without prior authorization, those minor expenses deemed necessary by the Rental Agent to maintain the apartment in good rental condition. These expenses are to be limited to a maximum of $25 in any one month and are intended to cover such items as replacement of lost or broken items, etc. Major expenses, over $25, must be authorized in advance and in writing by the Owner.

14. To pay standard, prevailing, percentage rates to Travel Agents and hotel agents for tenants booked through their agencies.

15. To pay for necessary maid services at a flat rate of $3.00 per hour.

16. To pay housekeeping supplies and linen service.

This agreement may be terminated by either party hereto upon thirty (30) days written notice to the other. In no event, however, shall this agreement be terminated until any and all indebtedness to, or advances made by, the Rental Agent shall have been paid in full. This agreement is assignable to a new Rental Agent who may be selected either by the Board of Governors of the Rental Association, or, the Board of Directors of the Condominium Association.

OWNER(S):

_____

_____

Date:_____

RENTAL AGENT:

By:_____

Title:_____

Date:_____

Polynesian Shores

MAUI – OCEAN FRONT
Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • T.V.
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

RATE SCHEDULE

Effective July 1, 1975 to July 1, 1976

	Daily Rates	Additional Persons
One Bedroom (2 persons)	$ 30	$5 each
Two Bedrooms, Two Baths (4 persons)	$ 50	$5 each

10% Discount 7 days or more
20% Discount 28 days or more
plus State Tax

– 3 DAYS MINIMUM STAY –
DEPOSIT REQUIRED: 1 Bedroom $50
2 Bedroom $75

FOR RESERVATIONS:

Mail to: Polynesian Shores
RR #1 - Box 80
Lahaina, Maui, Hawaii 96761

Phone
Area 808
669-6065

or Contact Your Travel Agent

- Accommodations Desired:
  ( ) Twin Beds ( ) One Bedroom Apt.
  ( ) Queen Size Bed ( ) Two Bedroom - 2 Bath
- Arrival Date _____ Departure Date _____
  Number in Party _____ Adults ____ Children _____

Name _____

Address _____

_____

NOTICE OF CANCELLATION MUST BE RECEIVED AT LEAST 14 DAYS BEFORE ARRIVAL TIME FOR DEPOSIT REFUND.

Polynesian Shores

MAUI – OCEAN FRONT

Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

RATE SCHEDULE
Effective December 15, 1979 to December 15, 1980

DAILY RATES

Type of Accommodations	3 – 6 Nights	7 – 27 Nights	28 or More Nights
1 Bdrm/1 Bath (2 Persons)	$50.00	$45.00	$40.00
2 Bdrm/2 Bath (2 Persons)	$58.00	$52.00	$46.00
2 Bdrm/2 Bath (4 Persons) End Unit	$85.00	$75.00	$68.00
Additional Persons (ea.)	$ 6.00	$ 6.00	$ 6.00

Plus 4% State Tax

3 NIGHTS MINIMUM STAY
(2 Week Minimum Stay December 20 through January 2)

CREDIT CARDS NOT ACCEPTED

DEPOSIT REQUIRED: 1 Bedroom . . . $100.00
2 Bedroom . . . $150.00

FOR RESERVATIONS:

Mail to: Polynesian Shores
RR 1, Box 80
Lahaina, Maui, Hawaii 96761

Phone
Area 808
669-6065

Or Contact Your Travel Agent

- Accomodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ 1 Bdrm. Apartment
  - ☐ 2 Bdrm/2 Bath
  - ☐ 2 Bdrm/2 Bath (End Unit)
- Arrival Date _____ Departure Date _____

No. in Party _____ Adults _____ Children _____

Name _____

Address _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.
Notice of Cancellation must be received at least 30 days before arrival time for deposit refund.

Polynesian Shores

MAUI – OCEAN FRONT

Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • COLOR TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

DAILY RATE SCHEDULE
Effective December 15, 1982 to December 15, 1983

10% DISCOUNT . . . 4/15/82 thru 12/14/83

Type of Accommodations	3 – 6 Nights	7 – 27 Nights	28 or More Nights
1 Bdrm/1 Bath (2 persons)	$58.00	$50.00	$40.00
2 Bdrm/2 Bath (2 persons)	$68.00	$60.00	$50.00
2 Bdrm/2 Bath (4 persons) End Unit	$90.00	$80.00	$70.00
Additional Persons (each)	$ 6.00	$ 6.00	$ 6.00

Plus 4% State Tax
3 NIGHTS MINIMUM
CREDIT CARDS NOT ACCEPTED
DEPOSIT REQUIRED: $150

FOR RESERVATIONS:

Mail to: POLYNESIAN SHORES
3975 Honoapiilani Road
Lahaina, Maui, Hawaii 96761

Phone:
Area 808
669-6065

Phone Collect or
Contact Your Travel Agent

- Accommodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ 1 Bedroom Apartment
  - ☐ 2 Bedroom/2 Bath
  - ☐ 2 Bedroom/2 Bath (End Unit)
- Arrival Date _____ Departure Date _____

No. in Party _____ Adults _____ Children _____

Name _____

Address _____

Notice of cancellation must be received at least 30 days before arrival time for deposit refund, less 10% handling fee.

Polynesian Shores

MAUI – OCEAN FRONT

Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • COLOR TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

DAILY RATE SCHEDULE
Effective December 15, 1982 to December 15, 1983

10% DISCOUNT . . . 4/15/83 thru 12/14/83

Type of Accommodations	3 – 6 Nights	7 – 27 Nights	28 or More Nights
1 Bdrm/1 Bath (2 persons)	$58.00	$50.00	$40.00
2 Bdrm/2 Bath (2 persons)	$68.00	$60.00	$50.00
2 Bdrm/2 Bath (4 persons) End Unit	$90.00	$80.00	$70.00
Additional Persons (each)	$ 6.00	$ 6.00	$ 6.00

Plus 4% State Tax
3 NIGHTS MINIMUM
CREDIT CARDS NOT ACCEPTED
DEPOSIT REQUIRED: $150

FOR RESERVATIONS:

Mail to: POLYNESIAN SHORES
3975 Honoapiilani Road
Lahaina, Maui, Hawaii 96761

Phone:
Area 808
669-6065

Phone Collect or
Contact Your Travel Agent

- Accommodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ 1 Bedroom Apartment
  - ☐ 2 Bedroom/2 Bath
  - ☐ 2 Bedroom/2 Bath (End Unit)
- Arrival Date _____ Departure Date _____
  No. in Party _____ Adults _____ Children _____
  Name _____
  Address _____

Notice of cancellation must be received at least 30 days before arrival time for deposit refund, less 10% handling fee.

Polynesian Shores

MAUI OCEANFRONT
Vacation Condominiums on the Kaanapali Coast

- All Ocean View
- Freshwater Pool • Color TV
- Spacious Tropical Landscaping
- All Units Fully Furnished • Complete Kitchens
- Ocean Front Barbeque Deck

A Million Dollar View
at Affordable Prices!

Magnificently located on Maui's Sunset Coast.

Units 106, 110, 224

DAILY RATE SCHEDULE
April 15, 1994 to December 14, 1994

Type of Accommodations:	
1 Bdrm/1 Bath (2 People)	$80/90
2 Bdrm Loft (2 People)	$90/100
2 Bdrm End (4 People)	$135
3 Bdrm/2 or 3 bath (4 People)	$155
Additional Person (each)	$ 10

Plus State Taxes • 3 Nights Minimum
DEPOSIT REQUIRED: $300
7th Night FREE

- MONTHLY DISCOUNT AVAILABLE
- RATES SUBJECT TO CHANGE WITHOUT NOTICE
- BALANCE DUE UPON ARRIVAL

Call Toll Free for Reservations:

CONTINENTAL U.S.: *1-800-433-Maui*

CANADA: *1-800-488-2179*

PREFERRED CAR RENTAL RATES AAA APPROVED

See your Travel Agent or write:

Polynesian Shores

3975 Lower Honoapiilani Road
Lahaina, Maui, Hawaii 96761
808-669-6065 • FAX: 808-669-0909

Holiday 87/Winter

Polynesian Shores

MAUI — OCEAN FRONT
Vacation Condominium Apartments
on the Kaanapali Coast

- ALL APARTMENTS OCEAN VIEW
- FRESH WATER POOL • COLOR TV
- SPACIOUS TROPICAL LANDSCAPING
- FULLY FURNISHED • PRIVATE LANAIS
- INDIVIDUALLY DECORATED

DAILY RATE SCHEDULE
EFFECTIVE December 15, 1987 to April 14, 1988

Type of Accommodations	3-30 Nights	31 or more Nights
1 Bdrm/1 Bath (2 persons)	$ 85.	$ 75.
2 Bdrm/2 Bath (4 persons) LOFT	$ 105.	$ 95.
2 Bdrm/2 Bath (4 persons) END UNIT	$ 125.	$ 110.
3 Bdrm/2 or 3 Bath (8 persons) END UNIT	$ 150.	$ 135.
Additional Persons (each)	$ 8.	$ 8.

Plus State Tax 4% 3 NIGHTS MINIMUM
DEPOSIT REQUIRED: $200.00

FOR RESERVATIONS:

Mail to: POLYNESIAN SHORES
3975 Honoapiilani Hwy. Rd.
Lahaina, Maui, Hawaii 96761

Phone:
Area 808
669-6065

Reservations Only: **1-800-433-MAUI**

CANADA Call Collect

- Accommodations Desired:
  - ☐ Twin Beds
  - ☐ Queen Size Bed
  - ☐ King Size Bed
  - ☐ 1 Bedroom Apartment
  - ☐ 2 Bedroom/2 Bath (Loft)
  - ☐ 2 Bedroom/2 Bath (End Unit)
  - ☐ 3 Bedroom/ 2 or 3 Bath (End Unit)
- Arrival Date _____ Departure Date _____
- No. in Party _____ Adults _____ Children _____
- Name _____
- Address _____

Notice of Cancellation must be received at least 30 days before arrival time for full deposit refund, if less — 10% handling fee.

Subject to change without notice

Polynesian Shores

MAUI OCEANFRONT
Vacation Condominiums on the Kaanapali Coast

- All Ocean View
- Freshwater Heated Pool • Color TV
- Spacious Tropical Landscaping
- All Units Fully Furnished • Complete Kitchens
- Ocean Front Barbeque Deck

A Million Dollar View
at Affordable Prices!

Magnificently located on Maui's Sunset Coast.

DAILY RATE SCHEDULE
April 15, 1996 to December 14, 1996

Type of Accommodations:	
1 Bdrm/ 1 Bath (2 People)	$85/$95
2 Bdrm/ 2 Bath Loft (2 People)	$95/$105
2 Bdrm/2 Bath End (4 People)	$140
3 Bdrm/ 2 or 3 Bath (4 People)	$160
Additional Person (each)	$10

Plus State Taxes • 3 Nights Minimum
DEPOSIT REQUIRED: $300
7th Night *FREE*

- MONTHLY DISCOUNT AVAILABLE
- RATES SUBJECT TO CHANGE WITHOUT NOTICE
- BALANCE DUE UPON ARRIVAL

Call Toll Free for Reservations:

CONTINENTAL U.S.: *1-800-433-Maui*

CANADA: *1-800-488-2179*

PREFERRED CAR RENTAL RATES

DISCOVER VISA MasterCard

See your Travel Agent or write:

Polynesian Shores
3975 Lower Honoapiilani Road
Lahaina, Maui, Hawaii 96761
808-669-6065 • FAX 808-669-0909

AAA APPROVED

Polynesian Shores
Condominium Resort

Vac on Condominiums on the Kaanapal oast
Oceanfront Property • All Condos have Ocean Views
A Million Dollar View at an Affordable Price

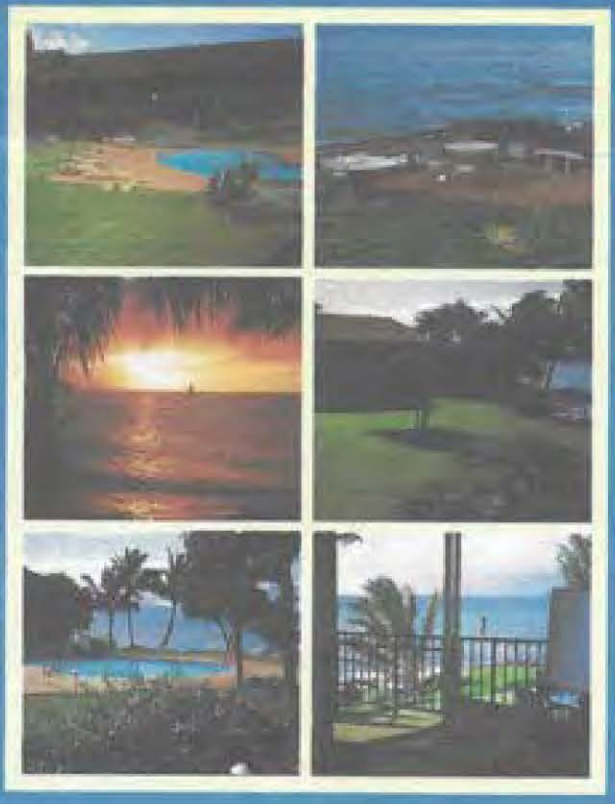
2007 RATE SCHEDULE

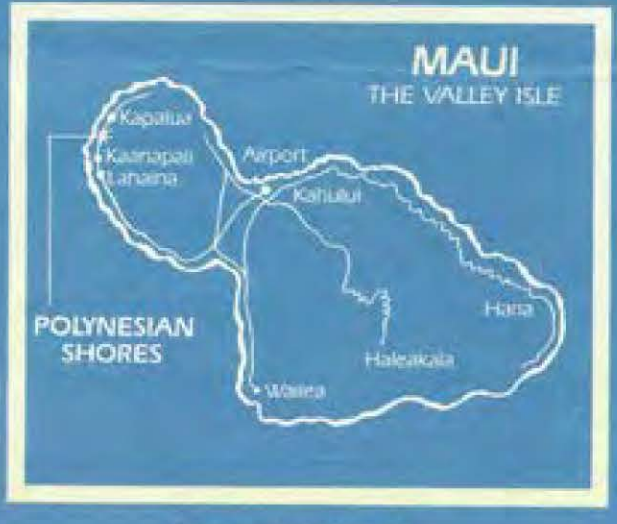
TYPE OF ACCOMMODATIONS		LOW SEASON (4/15–12/15)	PEAK SEASON (12/16–4/14)
1 Bdrm / 1 Bath OceanView	(2 People)	$150	$155
1 Bdrm / 1 Bath OceanFront	(2 People)	$160	$165
2 Bdrm / 2 Bath "Loft" OceanView	(4 People)	$190	$195
2 Bdrm / 2 Bath "Loft" OceanFront	(4 People)	$200	$205
2 Bdrm / 2 Bath "End" OceanFront	(4 People)	$230	$235
3 Bdrm / 3 Bath "End" OceanFront	(6 People)	$285	$290

NOTE:
3 Night Minimum
7th Night Free in Low Season
Holiday Rates Apply
from Dec. 17 to Jan. 7 –
$25 additional per night

Most units sleep up to 2 additional people ($10 each).
Cleaning fee will be charged for stays of less than 5 nights.
Children 5 and under stay free.
Rates subject to change and do not include Hawaii State Taxes.
Preferred Car Rental rates are available.

Polynesian Shores
3975 Lower Honoapiilani Road, Lahaina, Maui, HI 96761
Tel: (808) 669-6065 • Fax: (808) 669-0909
Toll Free: Mainland: **(800) 433-MAUI** • Canada: **(800) 488-2179**
www.PolynesianShores.com • email: **info@PolynesianShores.com**





For reservations write or call:

POLYNESIAN SHORES

VACATION CONDOMINIUM APARTMENTS

3975 Honoapiilani Road
Lahaina, Maui, Hawaii 96761
Telephone (808) 669-6065

POLYNESIAN SHORES

Maui, Hawaii

On the Kaanapali Coast

Ideally located on the shore of Maui's beautiful west coast, Polynesian Shores offers affordable oceanfront vacation condominiums—the perfect place for your next Maui vacation. You can set your own pace—play, or hide away. Enjoy tropical palms, fragrant plumeria trees, the sound of waves breaking against the shoreline, spectacular blazing sunsets, and unsurpassed ocean views. The neighbor islands of Moloka'i and Lana'i seem close enough to touch. Turtles swim in the shallow water, and in the winter season, humpback whales frolic in the warm ocean close to shore. Our spacious, lush grounds are perfect for relaxation, family vacations, and honeymoons. Spectacular sunsets are a nightly event—each provides its own panorama of exploding color. Our large oceanfront deck at the water's edge is equipped with tables, chairs, and barbeque grills. Come share the true meaning of Aloha with us at Polynesian Shores!

Driving Directions from Kahului Airport

From the Kahului Airport, start out going SOUTHWEST on KEOLANI PL. toward HEMALOA ST. 1.3 miles

Turn SLIGHT LEFT onto DAIRY RD. / HI-380. Continue to follow HI-380 – 6.2 miles

Turn LEFT onto HONOAPIILANI HWY / HI-30 S. Continue to follow HI-30 S. – 22.3 miles

Turn LEFT onto AKAHELE ST. – 0.1 mile

Turn LEFT onto LOWER HONOAPIILANI RD. – 0.7 mile

Look for the **Polynesian Shores** entrance on your right at **3975 Lower Honoapiilani Rd.**

Estimated driving time is 48 minutes

Oceanfront Vacation Condominiums on the Kaanapali Coast

3975 Lower Honoapiilani Road
Lahaina, Maui, HI 96761

www.PolynesianShores.com

Tel: (808) 669-6065
Mainland: (800) 433-MAUI
Canada: (800) 488-2179
Fax: (808) 669-0909

Managed by MauiLiving.com LLC

Polynesian Shores
Condominium Resort

Travel Documents

Oceanfront Vacation Condominiums on the Kaanapali Coast

3975 Lower Honoapiilani Road
Lahaina, Maui, HI 96761

www.PolynesianShores.com

Tel: (808) 669-6065
Mainland: (800) 433-MAUI
Canada: (800) 488-2179
Fax: (808) 669-0909

Polynesian Shore
Condominium Reso

Guest Informatic

James & Marilyn Hybiske
21330 Broadway, Sonoma CA 95476
650-759-9008

June 27, 2026

Aloha Council Members,

I, Marilyn Hybiske, and my husband, James Hybiske, are owners of condo #226 at Polynesian Shores. My parents, Raymond and Virginia Harris, purchased two condominiums at Polynesian Shores (#226 and #107) in 1972, when Polynesian Shores condos were first offered for sale. Our family has been condo owners at Polynesian Shores for four generations. Polynesian Shores continues to play a very important part in our lives. We took over ownership of condo 226 in 2005 after Marilyn's parents had passed away.

We are writing to confirm and testify that the majority of initial owners of condos at Polynesian Shores purchased their vacation condominium not only to enjoy and vacation on Maui, but also rent their condos on a short-term basis to vacationers. Polynesian Shores was built, designed, and advertised and as "Vacation Condominiums", which today would be called Short Term Rentals (STRs).

Both Raymond Harris and Marilyn Hybiske served multiple terms as officers and directors on the Polynesian Shores AOAO Board of Directors as well as the Polynesian Shores Rental Group.

We have documentation that confirms this use: Minutes of the early AOAO Organizational Meetings that chronicle the establishment of the Polynesian Shores AOAO and Polynesian Shores Rental Group. Both groups were formed in early 1973. Our Polynesian Shores representatives have copies of some of these documents.

We testify that Polynesian Shores was a Vacation Rental property from its inception.

Mahalo and Warm Aloha,

Marilyn Hybiske

Marilyn (Harris) Hybiske

James C Hybiske

James Hybiske

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 AOAO 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, AOAO 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: Adrian Cable <adrian.cable@gmail.com>
Sent: Friday, July 3, 2026 10:43 AM
To: Thomas M. Cook
Cc: HLU Committee
Subject: Proposed Amendment to Resolution No. 26-111 - Inclusion of Maui Parkshore
Attachments: Letter to Council Member Tom Cook.pdf

Importance: High

You don't often get email from adrian.cable@gmail.com. Learn why this is important

Dear Council Member Cook,
The Board of Directors of the Association of Apartment Owners of Maui Parkshore respectfully requests the consideration of the enclosed proposed amendment to Resolution No. 26-111. The Board respectfully asks that the amendment be sponsored for consideration by the Housing, Land Use, and Development Committee before the Resolution is referred to the Maui Planning Commission.

Background

Resolution No. 26-111 proposes to refer companion ordinances to the Maui Planning Commission to amend the Kihei-Makena Community Plan and West Maui Community Plan, concurrently changing the zoning designation for certain Apartment District properties that operate identically to hotels. The purpose of this referral is to allow the Planning Commission to review the proposal and provide findings to the Council regarding properties suited for transition to the H-3 and H-4 Hotel Districts.

Maui Parkshore is an existing condominium property located at 2653 S. Kihei Road, Kihei, identified for real property tax purposes as Tax Map Key (2) 3-9-004:098-0000. The property consists of 1.79 acres and is legally described under Condominium Map (File Plan) 312.

Basis for Inclusion

Constructed in 1974, Maui Parkshore was developed primarily for the purpose of transient vacation rental operations within the A-2 Apartment District. The Board has formally approved the pursuit of H-4 Hotel District zoning, supporting the inclusion of Maui Parkshore in the proposed Community Plan Amendment and Change in Zoning so that the Planning Commission may evaluate the property alongside the other properties identified in Resolution No. 26-111 and/or similar Resolutions.

The physical morphology, administrative infrastructure, and economic realities of Maui Parkshore demonstrate that it operates as a hotel rather than a residential complex. The basis for this inclusion relies upon the following operational realities:

- Uniform Transient Architecture: The property consists of 64 units, all featuring an identical floor plan consisting of two bedrooms and two bathrooms across approximately 890 square feet of interior space. This uniformity is indicative of purpose-built hotel inventory.

- Centralized Hotel-Style Administration: The property features a dedicated lobby and front desk operating during standard business hours. This office is staffed by a full-time Resident Manager who orchestrates guest registrations, provides concierge-style guest liaison services, and coordinates transient turnover logistics.

- Transient Operational Infrastructure: The property utilizes a modernized, mandatory QR-code registration system for all arriving guests, supported by a dedicated lobby Wi-Fi network. To facilitate rapid transient turnover, the property maintains a designated 15-minute loading zone and provides luggage and grocery carts adjacent to the elevator—amenities exclusive to hospitality operations.

- Resort Amenities: The property features centralized resort amenities, including a gated swimming pool, an outdoor shuffleboard court, covered barbecue pavilions, and designated foot-and-sand washing stations. Furthermore, the property enforces strict hospitality-style regulations, operating as a 100% non-smoking facility and prohibiting group gatherings to preserve a serene resort environment.

- Unsuitability for Long-Term Habitation: The 1974 structural design cannot accommodate permanent residents. Parking is strictly limited to one narrow space per unit, suitable only for compact vehicles, and no parking accommodation for visitors of. Overflow vehicles are forced to utilize the adjacent, paid Kamaole Beach Park III public lot, which locks at 8:00 PM. Furthermore, the building possesses no centralized air conditioning, relies on louvered windows for passive cooling, has limited public laundry facilities, provides zero bulk storage for residents, and is not ADA compliant. The property also strictly prohibits pets.

- Prohibitive Maintenance and Carrying Costs: Due to its age and immediate oceanfront location, the concrete structure suffers from significant spalling. A recent walkway waterproofing and epoxy injection project cost in excess of $890,000, and further exterior spall repairs costing in excess of $250,000 are currently in progress. These relentless capital expenditures drive monthly HOA maintenance fees above $1,000. When combined with the underlying real estate valuation, these costs make the property mathematically unsuitable and entirely unaffordable for long-term workforce housing tenants.

Because this amendment would be considered before Resolution No. 26-111 is referred to the Maui Planning Commission, the Commission would have the opportunity to review Maui Parkshore as part of the same legislative proposal. The proposed amendment simply adds Maui Parkshore to the list of properties to be evaluated through the standard review process.

Proposed Amendment

The Board respectfully requests consideration of the enclosed amendment to ensure Maui Parkshore may be evaluated alongside properties possessing identical operational profiles. The proposed amendment would:

1. Add a recital identifying Maui Parkshore as an A-2 Apartment District property with Transient Vacation Rental uses that operates like a hotel and is appropriate for consideration for H-4 Hotel District zoning.

2. Amend Exhibit "1" to include Maui Parkshore in the list of properties proposed for amendment to the Kihei-Makena Community Plan Land Use Map.

3. Amend Exhibit "2" to include Maui Parkshore in the list of properties proposed for rezoning from the A-2 Apartment District to the H-4 Hotel District.

The Board appreciates the consideration of this request and respectfully asks for the sponsorship of the enclosed amendment before Resolution No. 26-111 (and other related Resolutions, as appropriate) are referred to the Maui Planning Commission.

Respectfully submitted,

Adrian Cable
President, The Board of Directors
Association of Apartment Owners of Maui Parkshore

Maui Parkshore AOAO

2653 S Kihei Rd, Kihei, HI 96753
Tel: 808-736-4610

Council Member Tom Cook
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

July 3rd, 2026

Re: Proposed Amendment to Resolution No. 26-111 – Inclusion of Maui Parkshore

Dear Council Member Cook,

The Board of Directors of the Association of Apartment Owners of Maui Parkshore respectfully requests the consideration of the enclosed proposed amendment to Resolution No. 26-111. The Board respectfully asks that the amendment be sponsored for consideration by the Housing, Land Use, and Development Committee before the Resolution is referred to the Maui Planning Commission.

Background

Resolution No. 26-111 proposes to refer companion ordinances to the Maui Planning Commission to amend the Kihei-Makena Community Plan and West Maui Community Plan, concurrently changing the zoning designation for certain Apartment District properties that operate identically to hotels.[1] The purpose of this referral is to allow the Planning Commission to review the proposal and provide findings to the Council regarding properties suited for transition to the H-3 and H-4 Hotel Districts.[1]

Maui Parkshore is an existing condominium property located at 2653 S. Kihei Road, Kihei, identified for real property tax purposes as Tax Map Key (2) 3-9-004:098-0000.[3] The property consists of 1.79 acres and is legally described under Condominium Map (File Plan) 312.[3]

Basis for Inclusion

Constructed in 1974, Maui Parkshore was developed primarily for the purpose of transient vacation rental operations within the A-2 Apartment District.[3] The Board has formally approved the pursuit of H-4 Hotel District zoning, supporting the inclusion of Maui Parkshore in the proposed Community Plan Amendment and Change in Zoning so that the Planning Commission may evaluate the property alongside the other properties identified in Resolution No. 26-111 and/or similar Resolutions.

The physical morphology, administrative infrastructure, and economic realities of Maui Parkshore demonstrate that it operates as a hotel rather than a residential complex. The basis for this inclusion relies upon the following operational realities:

- **Uniform Transient Architecture:** The property consists of 64 units, all featuring an identical floor plan consisting of two bedrooms and two bathrooms across approximately 890 square feet of interior space.[3] This uniformity is indicative of purpose-built hotel inventory.

- **Centralized Hotel-Style Administration:** The property features a dedicated lobby and front desk operating during standard business hours.[10] This office is staffed by a full-time Resident Manager who orchestrates guest registrations, provides concierge-style guest liaison services, and coordinates transient turnover logistics.[10]

- **Transient Operational Infrastructure:** The property utilizes a modernized, mandatory QR-code registration system for all arriving guests, supported by a dedicated lobby Wi-Fi network.[11] To facilitate rapid transient turnover, the property maintains a designated 15-minute loading zone and provides luggage and grocery carts adjacent to the elevator—amenities exclusive to hospitality operations.[12]

- **Resort Amenities:** The property features centralized resort amenities, including a gated swimming pool, an outdoor shuffleboard court, covered barbecue pavilions, and designated foot-and-sand washing stations.[13] Furthermore, the property enforces strict hospitality-style regulations, operating as a 100% non-smoking facility and prohibiting group gatherings to preserve a serene resort environment.[14]

- **Unsuitability for Long-Term Habitation:** The 1974 structural design cannot accommodate permanent residents. Parking is strictly limited to one narrow space per unit, suitable only for compact vehicles, and no parking accommodation for visitors of.[12] Overflow vehicles are forced to utilize the adjacent, paid Kamaole Beach Park III public lot, which locks at 8:00 PM.[12] Furthermore, the building possesses no centralized air conditioning, relies on louvered windows for passive cooling, has limited public laundry facilities, provides zero bulk storage for residents, and is not ADA compliant.[4] The property also strictly prohibits pets.[3]

- **Prohibitive Maintenance and Carrying Costs:** Due to its age and immediate oceanfront location, the concrete structure suffers from significant spalling. A recent walkway waterproofing and epoxy injection project cost in excess of $890,000, and further exterior spall repairs costing in excess of $250,000 are currently in progress.[17] These relentless capital expenditures drive monthly HOA maintenance fees above $1,000.[4] When combined with the underlying real estate valuation, these costs make the property mathematically unsuitable and entirely unaffordable for long-term workforce housing tenants.

Because this amendment would be considered before Resolution No. 26-111 is referred to the Maui Planning Commission, the Commission would have the opportunity to review Maui Parkshore as part of the same legislative proposal. The proposed amendment simply adds Maui Parkshore to the list of properties to be evaluated through the standard review process.

Proposed Amendment

The Board respectfully requests consideration of the enclosed amendment to ensure Maui Parkshore may be evaluated alongside properties possessing identical operational profiles. The proposed amendment would:

1. Add a recital identifying Maui Parkshore as an A-2 Apartment District property with Transient Vacation Rental uses that operates like a hotel and is appropriate for

Maui Parkshore AOAO

2653 S Kihei Rd, Kihei, HI 96753
Tel: 808-736-4610

consideration for H-4 Hotel District zoning.

2. Amend Exhibit "1" to include Maui Parkshore in the list of properties proposed for amendment to the Kihei-Makena Community Plan Land Use Map.

3. Amend Exhibit "2" to include Maui Parkshore in the list of properties proposed for rezoning from the A-2 Apartment District to the H-4 Hotel District.

The Board appreciates the consideration of this request and respectfully asks for the sponsorship of the enclosed amendment before Resolution No. 26-111 (and other related Resolutions, as appropriate) are referred to the Maui Planning Commission.

Respectfully submitted,

A. J. Cable

Adrian Cable
President, The Board of Directors
Association of Apartment Owners of Maui Parkshore

Maui Parkshore AOAO

2653 S Kihei Rd, Kihei, HI 96753
Tel: 808-736-4610

Part 2: Attachment A - Proposed Amendment to Resolution No. 26-111

1. Amend the Recitals

Insert the following recital immediately following the recitals identifying Kamaole Sands, Luana Kai, and Mahina Surf:

WHEREAS, the Council further finds that Maui Parkshore, identified for real property tax purposes as Tax Map Key (2) 3-9-004:098-0000, located at 2653 S. Kihei Road, Kihei, Hawai‘i, is an A-2 Apartment District condominium property with Transient Vacation Rental uses that operates like a hotel and is appropriate for consideration for H-4 Hotel District zoning through the legislative process established by Resolution No. 26-111; and

2. Amend Exhibit "1"

Amend SECTION 2 by inserting the following new row in the table designating properties for a change from Multi-Family to Hotel within the Kihei-Makena Community Plan:

Property Name	Tax Map Key	Address	Size in acres
Maui Parkshore	(2) 3-9-004:098-0000	2653 South Kihei Road, Kihei	1.79

3. Amend Exhibit "2"

Amend SECTION 3 by inserting the following new row in the table designating properties for a Change in Zoning from A-2 Apartment District to H-4 Hotel District:

Property Name	Tax Map Key	Address	Size in acres
Maui Parkshore	(2) 3-9-004:098-0000	2653 South Kihei Road, Kihei	1.79

Maui Parkshore AOAO

2653 S Kihei Rd, Kihei, HI 96753
Tel: 808-736-4610

Attachment B - Summary of Proposed Inclusion Data

The following table synthesizes the vital property parameters required for review by the Maui Planning Commission and the Housing and Land Use Committee:

Item	Description
Property Name	Maui Parkshore [3]
Current Zoning	A-2 Apartment District [6]
Proposed Zoning	H-4 Hotel District
Community Plan Designation	Multi-Family (proposed amendment to Hotel) [6]
Tax Map Key (TMK)	(2) 3-9-004:098-0000 [3]
Situs Address	2653 S. Kihei Road, Kihei, HI 96753 [3]
Parcel Size	1.79 acres (77,972 sq. ft.) [3]
Legal Description	Condominium Map (File Plan) 312 [5]
Parcel Status	Entire legal parcel
Existing Use	Primarily Transient Vacation Rentals
Board Position	Unanimously approves inclusion in Resolution No. 26-111 and similar resolutions relating to H-4 rezoning

Maui Parkshore AOAO

2653 S Kihei Rd, Kihei, HI 96753
Tel: 808-736-4610

Attachment C - Comprehensive Evidentiary Research Report

Executive Summary of the Evidentiary Record

The legislative framework governing land use and transient accommodations in Maui County has entered a period of historic realignment. Ordinance 5909, enacted to phase out Transient Vacation Rentals (TVRs) in the A-1 and A-2 Apartment Districts, represents a foundational shift in municipal zoning policy.[2] Concurrently, Ordinance 6008 established the H-3 and H-4 Hotel Districts to provide a regulatory safe harbor for legacy condominium properties that, despite their legacy apartment zoning, have historically operated as resort accommodations.[1] Resolution 26-111 serves as the procedural vehicle to refer companion ordinances to the Maui Planning Commission, amending the Kihei-Makena Community Plan and changing the zoning designation for specific properties that operate identically to hotels.[1]

While the Temporary Investigative Group (TIG) identified numerous properties for transition to hotel zoning, certain legacy properties were erroneously omitted from Exhibit 2 of the proposed legislation.[20] Maui Parkshore is one such property.[3] The ensuing comprehensive assessment provides an exhaustive evidentiary basis for amending Resolution 26-111 to include Maui Parkshore, demonstrating that its spatial configuration, operational protocols, administrative infrastructure, and physical limitations unequivocally align with the legislative intent of the H-4 Hotel District.

Legislative and Statutory Evolution of Short-Term Rentals

The regulatory treatment of short-term rentals on Maui has evolved through decades of complex statutory revisions. In 1980, Ordinance 1134 created Title 19.37 of the Maui County Code, explicitly defining Transient Vacation Rentals and restricting them primarily to Apartment and Hotel Districts.[19] This created a statutory environment where multi-family properties constructed during the 1970s condominium boom were legally permitted and actively encouraged to operate as short-term transient accommodations within A-1 and A-2 zones.[19] In 1989, Ordinance 1797 further modified these parameters, leading to the creation of the so-called "Minatoya List," which documented properties with grandfathered or legally permitted TVR rights based on their construction dates and zoning statuses.[19]

Maui Parkshore has maintained a legally recognized status for short-term occupancy since its inception, operating as a 64-unit vacation rental complex under A-2 zoning.[6] For half a century, the property has functioned seamlessly within the visitor industry ecosystem. The enactment of Ordinance 5909 in December 2025 initiated the phasing out of TVRs in A-1 and A-2 Apartment Districts, threatening to extinguish these historical use rights.[2] Recognizing that a blanket prohibition would disproportionately decimate legacy properties that were purpose-built to operate as hotels, the Maui County Council passed Ordinance 6008, establishing the H-3 and H-4 Hotel Districts.[1]

The legislative intent behind these new districts is explicitly targeted at multi-family properties that "operate like hotels—for example, by providing front-desk or similar services or employing groundskeepers and other staff".[1] Resolution 26-111 proposes companion bills to amend community plans, transferring eligible properties from "Multi-Family" to "Hotel" designations, and concurrently rezoning them to H-3/H-4.[1] While similar properties have been proposed for inclusion via legislative amendment [1], Maui Parkshore was excluded from the original TIG Exhibit 2 list.[20] This omission threatens the operational viability of the property and presents a severe inconsistency in the application of the county's zoning policy.

Architectural Morphology and Spatial Design

Developed by Richard F. Cleveland and completed in 1974, Maui Parkshore was designed specifically to capitalize on the burgeoning transient visitor market of South Maui.[3] The property is formalized under Condominium Map (File Plan) 312 and is legally described as an apartment condominium project situated on a compact 1.79-acre (77,972 square feet) parcel of coastal land.[3]

The structural morphology of Maui Parkshore is highly indicative of resort-oriented architecture. The complex consists of a single four-story building utilizing a distinct L-shaped footprint.[3] This specific geometric orientation was engineered to maximize ocean exposure, ensuring that every unit features unobstructed or partial ocean views facing Kamaole Beach Park III.[13] The architectural prioritization of view corridors over high-density livability is a foundational hallmark of hotel and resort design, distinctly separating it from domestic residential architecture.

Furthermore, Maui Parkshore maintains a highly uniform unit typology, completely devoid of the variance typically found in residential workforce housing complexes. All 64 units feature an identical two-bedroom, two-bathroom floor plan encompassing approximately 890 to 900 square feet of interior living space.[8] The interior configurations are optimized exclusively for short-term transient utilization. The units feature wall-to-wall glass sliding doors in the main living spaces and louvered windows in the bedrooms, facilitating indoor-outdoor living and maximizing the influx of trade winds.[9] The generous covered lanais serve as primary gathering spaces for sunset viewing, functioning as extensions of the living area.[9]

Crucially, the units fundamentally lack the bulk storage capacity required for full-time residential habitation. While some owners have undertaken costly interior renovations to rebuild internal walls to create locked "owner closets" for securing personal items during rental periods, the floor plans provide no capacity for the storage of domestic residential goods.[4]

Operational Infrastructure and Hotel Administration

The defining criterion for inclusion in the H-4 Hotel District under Resolution 26-111 is that a property "operates like a hotel".[1] The resolution explicitly cites the provision of front-desk services, the employment of on-site staff, and the presence of centralized management as primary indicators of hotel-like operation.[1] Maui Parkshore exhibits all of these characteristics to a degree that renders it operationally indistinguishable from traditional hotel properties.

Centralized Administrative Presence

Unlike traditional residential condominiums where the Association of Apartment Owners (AOAO) operates invisibly in the background, Maui Parkshore features a robust, highly visible administrative infrastructure designed to service transient guests. The property maintains a dedicated lobby office located on the ground floor.[10] This office is staffed by a full-time Resident Manager, currently Lisa Sue Royer, who maintains standard business hours (Monday through Friday, 9:00 AM to 5:00 PM).[10]

The Resident Manager functions as the operational nexus of the property, providing services analogous to a hotel front-desk supervisor. The manager's duties include liaising with guests during their stay, resolving immediate property and unit issues, coordinating with cleaning and maintenance contractors, and ensuring strict compliance with property regulations.[10] The compensation for a Residence Manager at Maui Parkshore is highly competitive (averaging approximately $63,883 annually), reflecting the professionalized, hospitality-driven nature of the role.[23]

Guest Registration and Arrival Protocols

The guest arrival experience at Maui Parkshore perfectly mirrors that of a commercial hotel. Upon arrival, all owners, renters, and guests are strictly mandated to register immediately with the AOAO.[12] To facilitate this, the property utilizes a modernized, centralized registration system via QR codes displayed prominently throughout the property—in the lobby, near the elevator, on the information pegboard, and in the breezeway between units.[11] To ensure guests can complete this mandatory registration regardless of international cellular service limitations, the property provides a dedicated lobby Wi-Fi network specifically established to support the registration portal.[12]

The physical infrastructure of the arrival area is uniquely optimized for high-frequency transient turnover. The property features a designated 15-minute loading zone located near the lobby at the first driveway to facilitate rapid check-ins and baggage unloading.[12] Immediately adjacent to the lobby and the centralized elevator, the AOAO provides a fleet of grocery and luggage carts for guest use.[12] The provision of luggage carts and dedicated short-term loading zones is an amenity exclusive to hospitality properties and is virtually non-existent in standard long-term apartment complexes.

Curated Resort Amenities

The amenity package at Maui Parkshore is heavily indexed toward leisure, recreation, and the transient visitor experience. The property grounds are meticulously maintained by contracted landscaping crews to uphold a highly manicured tropical resort aesthetic.[13] Centralized resort features include:

- A large, gated swimming pool.[9]

- An outdoor shuffleboard court, a classic resort recreation feature designed for visitor leisure.[13]
- A covered barbecue and picnic pavilion equipped with commercial-grade gas grills.[13]
- An on-site elevator to facilitate luggage transport to upper floors.[7]
- Designated foot-and-sand washing stations positioned strategically for guests returning from the beach.[14]

The following table contrasts the operational features of Maui Parkshore against standard long-term residential apartments, underscoring its functional status as a hotel:

Operational Feature	Traditional Residential Apartment	Maui Parkshore
Occupancy Profile	Long-term leases (6-12+ months)	Short-term transient stays (3-14 days)
Administrative Presence	Off-site property manager	On-site staffed lobby office (M-F, 9-5) [10]
Guest Registration	None	Mandatory QR-code registration upon arrival [12]
Arrival Infrastructure	Standard parking assignment	15-minute loading zone and luggage carts [12]
Leisure Amenities	Minimal (basic pool or none)	Large pool, shuffleboard, covered BBQ, sand wash [13]
Rule Enforcement	Reactive lease enforcement	Proactive enforcement of strict quiet hours [15]

Infrastructural Carrying Capacity and Residential Unsuitability

A critical component of evaluating a property's zoning designation is assessing its carrying capacity and functional suitability for various uses. Transitioning Maui Parkshore to exclusive long-term residential or workforce housing would inevitably result in severe infrastructural failure, financial hardship for occupants, and a deterioration of the surrounding municipal infrastructure. The property was purpose-built in 1974 for transient use, and its structural DNA cannot support modern residential habitation.

Vehicular Infrastructure and Parking Deficits

The most prohibitive barrier to long-term residential use at Maui Parkshore is its severely constrained parking infrastructure. The 1.79-acre parcel is intensely developed, leaving minimal surface area for vehicular storage. The property allocates exactly one designated, narrow parking space per 890-square-foot unit.[11]

In a transient accommodation model, one parking space per unit is adequate, as vacationing parties typically rent a single compact vehicle. However, a standard two-bedroom long-term residential unit often houses families, multigenerational households, or roommates possessing two or more vehicles, many of which are larger trucks or SUVs essential for local construction, agriculture, or service-industry employment. The parking spaces at Maui Parkshore are physically too narrow to accommodate large residential trucks safely.

Furthermore, Maui Parkshore explicitly prohibits visitor parking on-site and strictly warns guests against unauthorized parking.[12] If converted to long-term housing, the overflow of secondary resident vehicles and visitor vehicles would be forced onto adjacent municipal infrastructure.

The property management currently advises that overflow parking must utilize the Kamaole Beach Park III lot (which locks its gates at 8:00 PM) or park around the corner on Keonekai Road.[12] A permanent influx of residential vehicles would instantly overwhelm the public beach parking infrastructure, conflict directly with County Parks Department curfews, and cause severe, unsafe congestion on Keonekai Road, negatively impacting municipal traffic flow and restricting public beach access.

Environmental Design and Climate Control

Maui Parkshore lacks centralized air conditioning infrastructure.[15] The architectural design relies entirely on coastal trade winds channeled through louvered windows and supplemented by ceiling fans.[15] While some units utilize temporary, portable AC units in the bedrooms, the building's electrical load capacity and ducting infrastructure cannot support whole-house HVAC systems.[18] While this passive cooling design is acceptable for tourists spending the majority of their time at the beach and seeking an authentic "Hawaiian experience," it is highly undesirable and potentially unsafe for permanent residents seeking climate-controlled domestic environments year-round, particularly in light of rising global temperatures.

Accessibility and Restrictive Covenants

The property is definitively not ADA-approved.[15] Constructed nearly two decades prior to the Americans with Disabilities Act, the physical layout presents significant accessibility challenges. While an elevator exists to service the upper floors [14], the unit floor plans, bathroom dimensions, hallway widths, and threshold designs do not meet modern accessibility standards for long-term housing. This renders the complex fundamentally unsuitable for aging populations or residents with mobility impairments, severely limiting its utility as equitable workforce housing.

Furthermore, the property enforces restrictive covenants that are standard for resorts but highly prohibitive for residential living. The property strictly prohibits pets, allowing only legally required assistance animals.[3] This restriction drastically reduces the viability of the property for general long-term renters, the majority of whom possess household pets. Additionally, the complex features limited on-site public laundry facilities, placing a massive strain on residents in units where individual washers and dryers fail or are inadequate for family usage.

Coastal Environmental Degradation and Financial Burden

Due to its immediate coastal proximity and the fact that it is a half-century-old concrete structure, Maui Parkshore requires massive, ongoing capital expenditures to combat environmental degradation. Oceanfront concrete buildings are highly susceptible to salt-air corrosion, leading to concrete spalling—the breakdown of the concrete matrix leading to the exposure, expansion, and rusting of internal steel rebar.

The financial burden of this maintenance is profound and accelerating. For example, the property recently underwent a massive structural remediation project to address severe spalling and structural fractures on the second and third-floor concrete walkways. Because the walkways had never been properly waterproofed during the original 1974 construction, severe structural degradation occurred, resulting in dangerous conditions where sections of the concrete fascia broke away entirely.[17] Engineers recommended extensive routering of the prime fractures and heavy epoxy injection.[17] To mitigate the damage, the AOAO was forced to install a highly specialized Duradek ULTRA vinyl waterproofing system.[17] The concrete restoration phase of this single project cost in excess of $890,000.[17] Currently, the complex is undergoing yet another extensive exterior spall repair and painting project, which commenced in April 2026.[18]

These relentless, highly specialized engineering and maintenance requirements directly translate into exorbitant Association of Apartment Owners (AOAO) maintenance fees. The monthly HOA/maintenance fee for a unit at Maui Parkshore currently stands in excess of $1,000.[4]

When a $1,000+ monthly maintenance fee is combined with property taxes, insurance, and mortgage payments on a $750,000 asset, the baseline carrying cost creates an absolute economic barrier. It is mathematically impossible for these units to serve as affordable workforce housing for local residents. The economic model of Maui Parkshore relies entirely on the high-yield revenue generated by short-term vacation rentals to fund the ongoing structural preservation of the aging coastal building. Without TVR revenue, the building would face rapid insolvency and physical condemnation.

Macroeconomic Implications and Market Valuation

The economic profile of Maui Parkshore is inextricably linked to its status as a transient accommodation. Real estate valuations for the two-bedroom units currently range from $675,000 for standard interior units to over $950,000 for highly upgraded units with premium oceanfront views.[8] The average price per square foot exceeds $750.[9]

These valuations are predicated entirely on the income-generating potential of the units in the short-term rental market. The elimination of TVR rights through Ordinance 5909, without the regulatory lifeboat of H-4 zoning, would trigger a catastrophic devaluation of the property, wiping out millions of dollars in equity for current owners.

More importantly, this localized devaluation would have severe downstream effects on Maui County's municipal operating budget. The county relies heavily on the property taxes assessed at the higher short-term rental classification rates, as well as the Transient Accommodations Tax (TAT) and General Excise Tax (GET) generated by the constant influx of visitors to these properties. Forcing a property with $1,000+ monthly maintenance fees into the long-term rental market would neither solve the affordable housing crisis nor preserve the county's tax base; it would merely create economically unviable, rapidly deteriorating stranded assets on prime coastal real estate, thereby shrinking the tax revenues required to fund actual affordable housing initiatives elsewhere on the island.

Comparative Zoning Equity Analysis

The amendments proposed by Council Member Tom Cook in Resolution 26-111 currently seek to add three properties to the H-4 and H-3 Hotel Districts: Kamaole Sands, Luana Kai, and Mahina Surf.[1] An objective morphological and operational comparison reveals that Maui Parkshore is functionally identical to these properties and is equally, if not more, deserving of H-4 zoning.

Comparison with Kamaole Sands

Kamaole Sands is a massive 15-acre property with 441 units, identified by TMK (2) 3-9-004:004.[1] Like Maui Parkshore, it features a central registration desk and organized resort amenities.[1] While Maui Parkshore is smaller in scale (1.79 acres, 64 units), its operational intensity is identical. Both properties utilize a staffed administrative presence, enforce strict guest rules, and possess amenities tailored exclusively for tourists. If the scale of operations is not a disqualifying factor for Kamaole Sands, it cannot be for Maui Parkshore.

Comparison with Luana Kai

Luana Kai is a 3.97-acre property with 113 units, identified by TMK (2) 3-9-001:006.[1] Built in 1979 (five years after Maui Parkshore), Luana Kai is currently zoned A-2 and is being moved to H-4 specifically because it features a front office, lobby, pool, and is staffed by property coordinators and maintenance workers.[1]

Maui Parkshore directly mirrors the exact operational profile of Luana Kai. Maui Parkshore possesses a dedicated lobby, a full-time Resident Manager, contracted landscaping and maintenance crews, and a resort pool.[10] Furthermore, just as Luana Kai's financial profile relies on TVR revenue to fund repairs related to flood zone damage and Waipuilani Gulch flooding [1], Maui Parkshore relies heavily on TVR revenue to fund massive, ongoing concrete spalling and waterproofing repairs caused by oceanic salt-air degradation.[17]

The following table highlights the operational parity between the properties, demonstrating that excluding Maui Parkshore represents an unequal application of the law:

Zoning Criteria Metric	Luana Kai (Proposed H-4)	Kamaole Sands (Proposed H-4)	Maui Parkshore (Omitted)
Current Zoning	A-2 Apartment [1]	A-2 Apartment [1]	A-2 Apartment [6]
Year Constructed	1979 [1]	1983 [10]	1974 [6]
Front Desk / Lobby	Yes [1]	Yes [1]	Yes [10]
Resident Management	Yes [1]	Yes [1]	Yes [10]
Resort Amenities	Pool, shuffleboard [1]	Pool, tennis [1]	Pool, shuffleboard [13]
High Maintenance Costs	Yes (Flood damage) [1]	Yes (Scale of resort) [1]	Yes (Concrete spalling) [17]

The exclusion of Maui Parkshore from the H-4 zoning list represents an inconsistent and inherently inequitable application of the legislative criteria established by Ordinance 6008. If the presence of a front desk, resort amenities, and a historical legacy of short-term rentals qualifies Kamaole Sands and Luana Kai for H-4 status, the exact same metrics absolutely mandate the inclusion of Maui Parkshore.

Strategic Policy Recommendations and Conclusion

The legislative intent of Ordinance 6008 and Resolution 26-111 is to systematically identify and rezone properties that, despite historical Apartment District zoning, operate definitively as hotels and transient accommodations.[1] A granular analysis of Maui Parkshore's architectural morphology, operational infrastructure, and financial realities confirms that it perfectly aligns with these statutory criteria.

Maui Parkshore is not a residential workforce housing complex. Its centralized administrative lobby, standard business hour staffing by a highly compensated Resident Manager [10], modernized QR-code guest registration system [12], luggage carts, and suite of resort-style

amenities [13] distinguish it entirely from traditional long-term apartment living. Conversely, its severe infrastructural limitations—including a restriction of a single compact parking space per unit, the absence of centralized air conditioning, a lack of ADA compliance, and a strict prohibition of pets—render the complex fundamentally unsuitable for full-time residential habitation.[3]

Furthermore, the environmental realities of maintaining a half-century-old coastal concrete structure necessitate immense capital expenditures, evidenced by ongoing spall repairs and an $890,000 walkway waterproofing project.[17] These realities drive the baseline monthly HOA maintenance fees to greater than $1,000 [4], creating an absolute financial barrier to affordable housing utility. The property's structural survival, as well as its ability to contribute to the County's tax base, is entirely dependent on the revenue generated by the transient accommodation market.

To exclude Maui Parkshore from the H-4 zoning transition while including operationally identical properties such as Kamaole Sands and Luana Kai would represent an arbitrary and unequal application of municipal land-use policy. Therefore, the evidentiary record strongly supports the adoption of the proposed amendments to Resolution 26-111, adding Maui Parkshore to Exhibit 1 and Exhibit 2. This legislative action will ensure regulatory consistency, preserve the county's tax base, protect a vital piece of the local tourism infrastructure, and correctly align the property's legal zoning designation with its fifty-year legacy of hotel-like operation.

Works cited

1. ASF 26-111.pdf
2. ordinance no. - Maui County, accessed July 3, 2026, https://www.mauicounty.gov/DocumentCenter/View/162691/Ord-6008
3. MAUI PARKSHORE - The Kihei, South Maui, Hawaii State Condo Guide.com, accessed July 3, 2026, https://www.thehawaiistatecondoguide.com/maui/MAUI-PARKSHORE.html
4. 2653 S Kihei Rd 309 Kihei, HI 96753 MLS #409859 - Hawaii Life, accessed July 3, 2026, https://www.hawaiilife.com/listings/2653-s-kihei-rd-309-kihei-hi-96753-1
5. 2653 S Kihei Rd #209, Kihei, HI 96753 | Redfin, accessed July 3, 2026, https://www.redfin.com/HI/Kihei/2653-S-Kihei-Rd-96753/unit-209/home/88599938
6. PROJECT PROPERTY MASTER TMK YR BLT COUNTY ZONING COMMUNITY PLAN DESIGNATION NUMBER OF UNITS, accessed July 3, 2026, https://www.mauicounty.gov/DocumentCenter/View/112945/Short-Term-Occupancy-List-as-of-06272024
7. Maui Parkshore Market Report, accessed July 3, 2026, https://www.alohagroupmaui.com/maui-parkshore-market-report/
8. Maui Parkshore 2653 S Kihei Rd 305 , in Kihei Maui MLS® #407494 For Sale 749,000, accessed July 3, 2026, https://www.islandsothebysrealty.com/listing/407494-2653-s-kihei-rd-305-kihei-hi-96753/

9. 2653 S Kihei Rd APT 105, Kihei, HI 96753 | MLS #408975 | Zillow, accessed July 3, 2026, https://www.zillow.com/homedetails/2653-S-Kihei-Rd-APT-105-Kihei-HI-96753/71762936_zpid/
10. Contact – Maui Parkshore, accessed July 3, 2026, https://maui-parkshore.com/contact/
11. For Visitors - Maui Parkshore, accessed July 3, 2026, https://maui-parkshore.com/for-guests/
12. Parkshore Welcome, Information, and House Rules, accessed July 3, 2026, https://maui-parkshore.com/wp-content/uploads/2025/03/Maui-Parkshore-Welcome-House-Rules-8-22-23.pdf
13. MAUI PARKSHORE | Vacation Rental Across from Kamaole Beach III | CONDO COMPLEX OVERVIEW - YouTube, accessed July 3, 2026, https://www.youtube.com/watch?v=rRcE92E8unQ
14. Maui Parkshore - HawaiiGaga.com, accessed July 3, 2026, https://www.hawaiigaga.com/maui/condos/maui-parkshore.aspx
15. Maui Parkshore 312 | Vacation Rental, accessed July 3, 2026, https://www.mauicondo.com/vacation-rentals/maui-parkshore-312
16. Maui Parkshore 204 - Coldwell Banker Island Vacations, accessed July 3, 2026, https://www.cbislandvacations.com/vrp/unit/Maui_Parkshore_204-340-15
17. Project #111 | Maui Parkshore Apartment Walkways, Maui, HI - Duradek, accessed July 3, 2026, https://duradek.com/case-history/project-111-maui-parkshore-apartment-walkways-maui-hi/
18. Maui Parkshore 302 | Vacation Rental, accessed July 3, 2026, https://www.mauicondo.com/vacation-rentals/maui-parkshore-302
19. Maui Short-Term Rentals Update - Hawaii Real Estate Search, accessed July 3, 2026, https://www.hawaiirealestatesearch.com/blog/short-term-rentals-update.html
20. Maui STR (Short Term Rental) Ban - HUGE Update !!! - YouTube, accessed July 3, 2026, https://www.youtube.com/watch?v=r4SEGKSO-BE
21. Bill 9 Signed into Law: What Comes Next? - Maui Real Estate, accessed July 3, 2026, https://mauirealestate.com/bill-9-signed-into-law-what-comes-next/
22. Maui Parkshore 414 in South Maui - Vacation-Maui.net, accessed July 3, 2026, https://www.vacation-maui.net/Maui-Parkshore-414/
23. Residence Manager Salaries in the United States for Maui Parkshore | Indeed.com, accessed July 3, 2026, https://www.indeed.com/cmp/Maui-Parkshore/salaries/Residence-Manager
24. 2653 S Kihei Rd Unit 407, Kihei, HI 96753 - Homes.com, accessed July 3, 2026, https://www.homes.com/property/2653-s-kihei-rd-kihei-hi-unit-407/3607y4gswxmhz/
25. 2653 S Kihei Rd #105 Kihei, HI 96753 | MLS 408975 - Sayles Team, accessed July 3, 2026, https://www.saylesteam.com/property-search/detail/175/408975/2653-s-kihei-rd-kihei-hi-96753/
26. Maui Parkshore 307 in South Maui, accessed July 3, 2026, https://www.vacation-maui.net/Maui-Parkshore-307/

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 enviromental 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 weather 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 challengers in the future.

Respectfully,

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

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

You don't often get email from aminasian@aol.com. Learn why this is important

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 AOAO 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, AOAO 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, AOAO 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 AOAO 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 ensures a process free from prejudice or favoritism.

Respectfully,

Don and Caprice Witt
KOA Resort Owners since 2003

HLU Committee

From: KMV Properties <kmvprop@yahoo.com>
Sent: Friday, July 3, 2026 5:56 AM
To: HLU Committee
Subject: Resolution 26-111

You don't often get email from kmvprop@yahoo.com. Learn why this is important

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

I own a condo at Papakea Oceanfront Resort and support passage of Resolution 26-111 as written. Resolution 26-111 represents an important acknowledgment of the Maui County Planning Commission’s prior recognition of Papakea as having A2/H2 zoning and its recommendation that Council consider excluding Papakea from the scope of Bill 9’s short-term rental phase out. Resolution 26-111 also aligns with the recommendations of the Temporary Investigative Group which spent significant time and effort developing those recommendations.

Thank you to Member U’u-Hodgins for introducing Resolution 26-111 and we ask for all committee members to support passage of this as written.

Sincerely,
Kim Vernor

KMV Properties, LLC
4000 Pimlico Dr. Suite 114, PMB 177
Pleasanton, CA 94588
(925) 377-8502 Voicemail
kmvprop@yahoo.com

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,

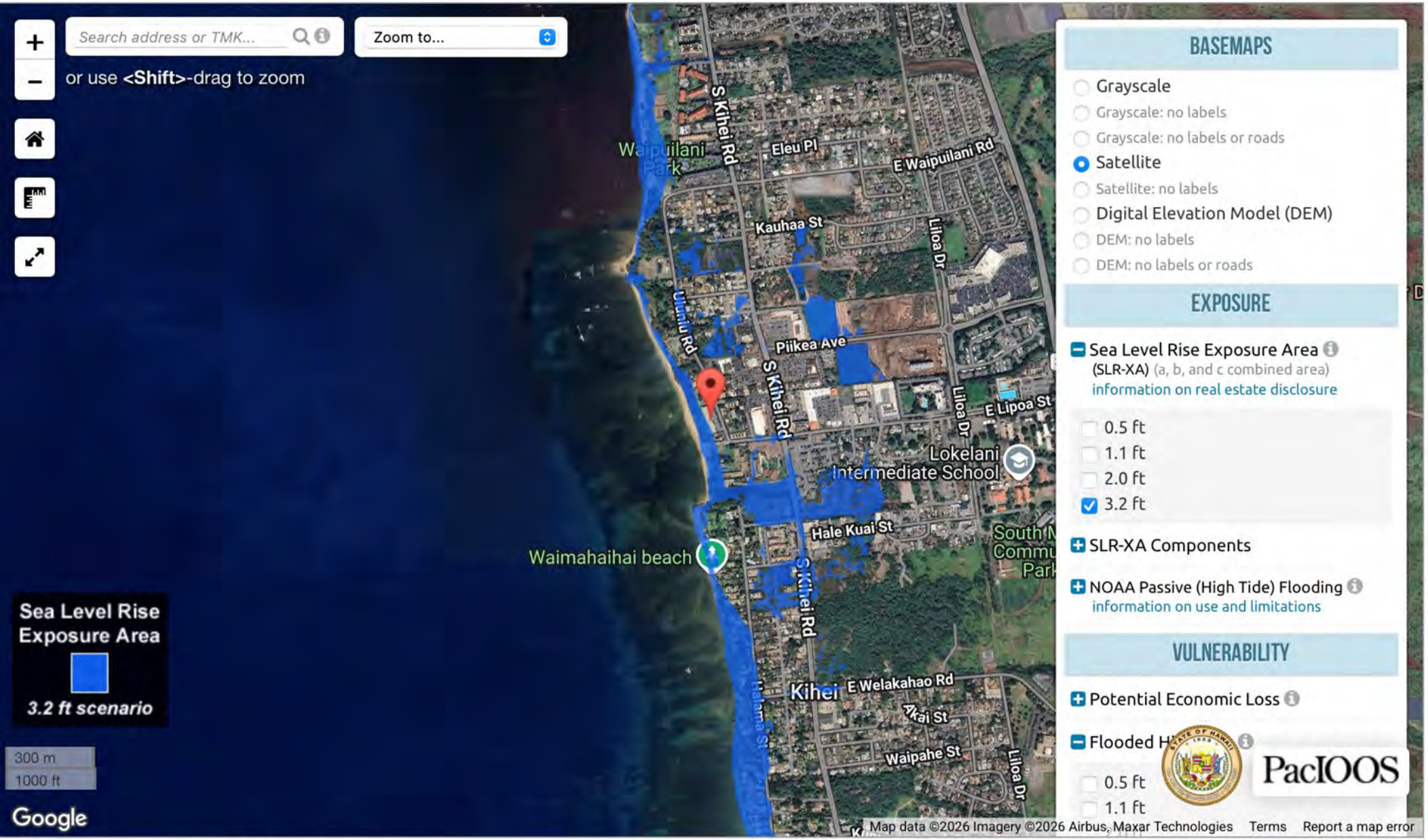
To supplement the packet submitted by our AOAO approved Committee, please add that thes following maps were captured today, July 2, 2026.

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.

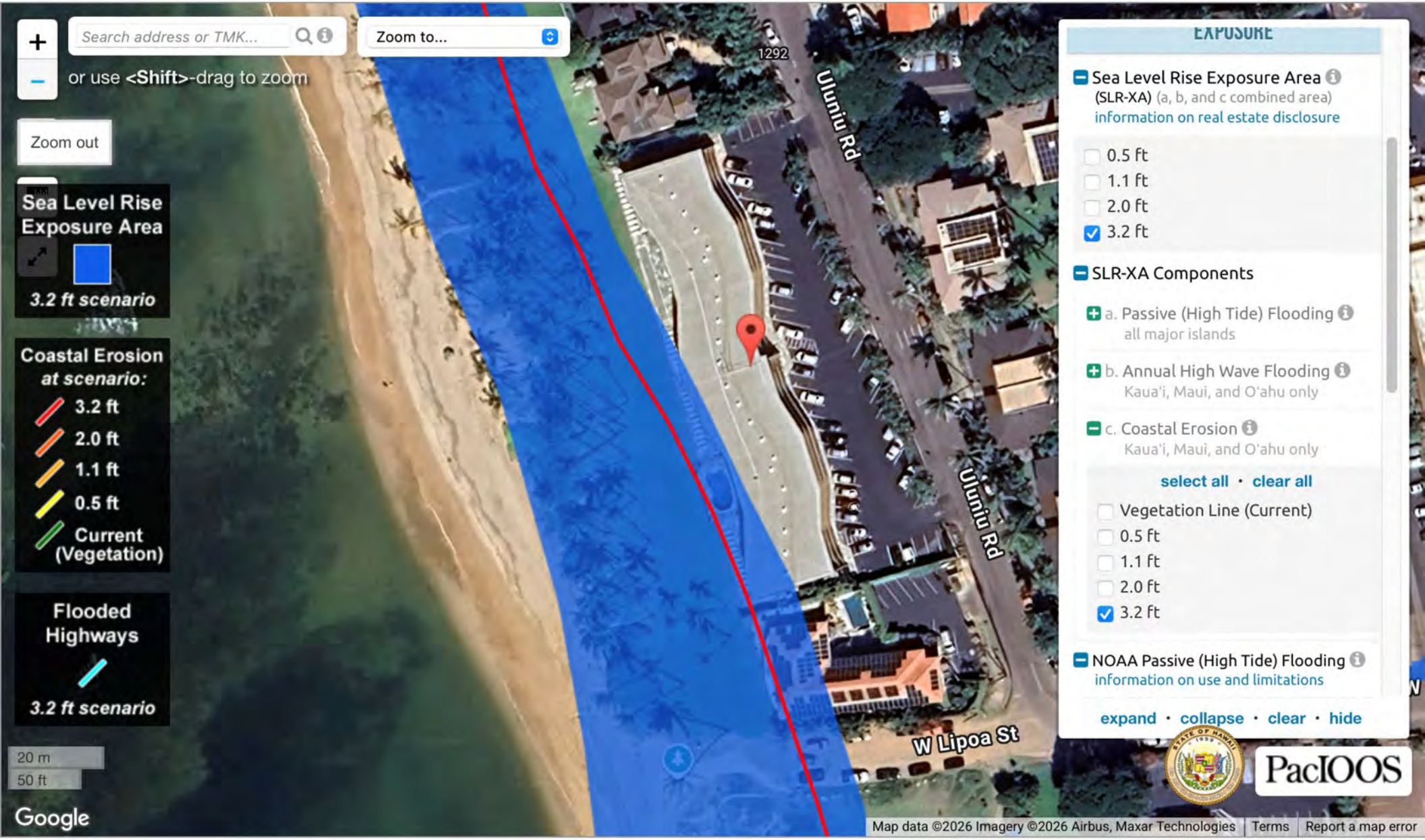
Respectfully,
Bill and Cheryl Vohaska, Owners

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



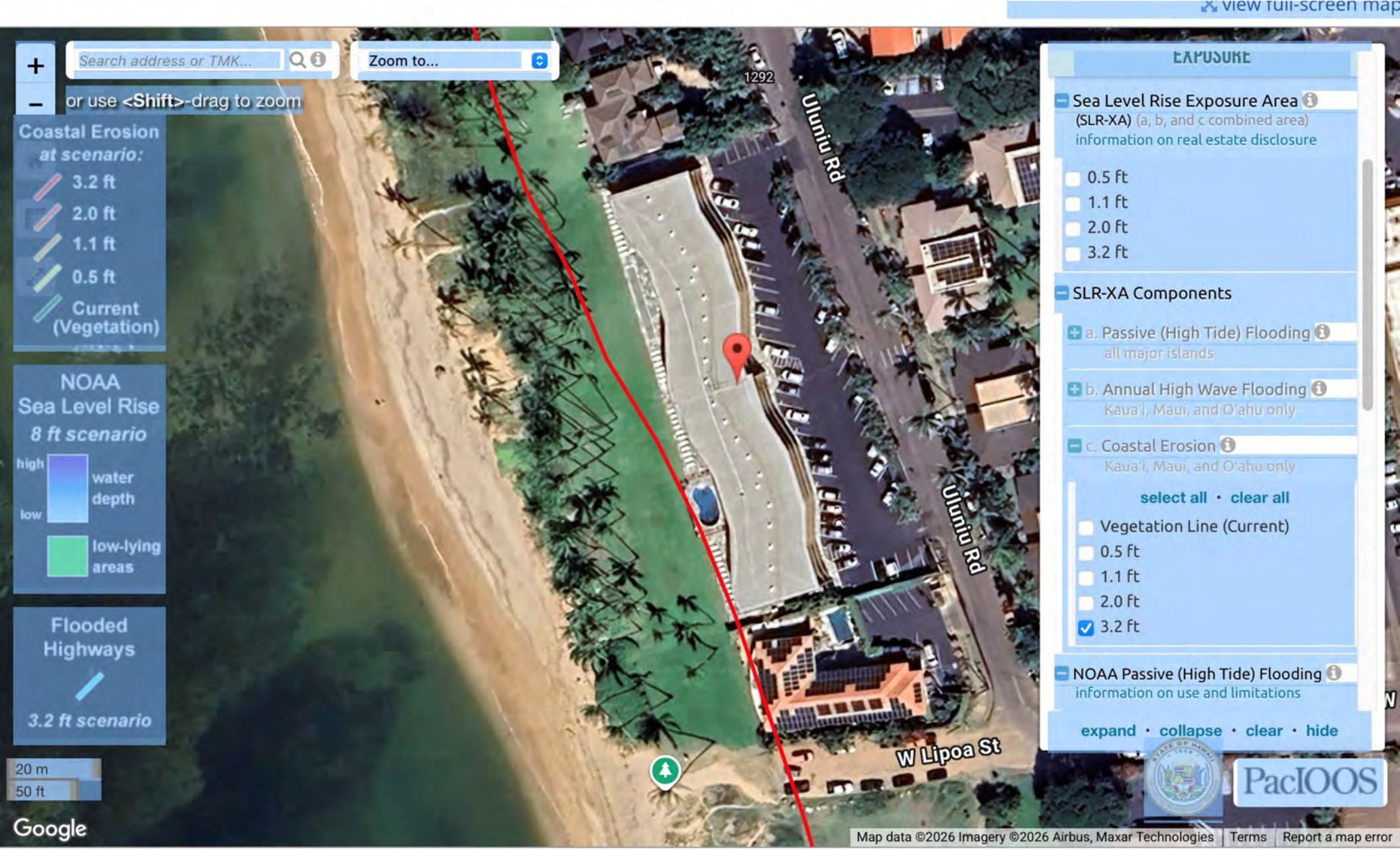
opacity: 75%

view full-screen map



opacity: 75%

cursor: 20.7486°, -156.4589°



opacity: 75%

HI CLIMATE

Sea Grant University of Hawai'i

SOEST School of Ocean and Earth Science and Technology

TETRA TECH

HLU Committee

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

You don't often get email from scvace@yahoo.com. Learn why this is important

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	Kulanihakoa		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		1,036	1,052

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: Cara Birkholz <carabirk@gmail.com>
Sent: Thursday, July 2, 2026 9:49 PM
To: HLU Committee
Subject: Palms at Wailea additional testimony
Attachments: HLU Committee Letter July 2 2026.pdf

You don't often get email from carabirk@gmail.com. Learn why this is important

Attn Housing and Land Use Committee Chair and members,

attached please see additional testimony pertaining to the Palms at Wailea,

mahalo,

Cara Birkholz
Board President on behalf of the Board of Directors of the Palms at Wailea AOAO

July 2, 2026

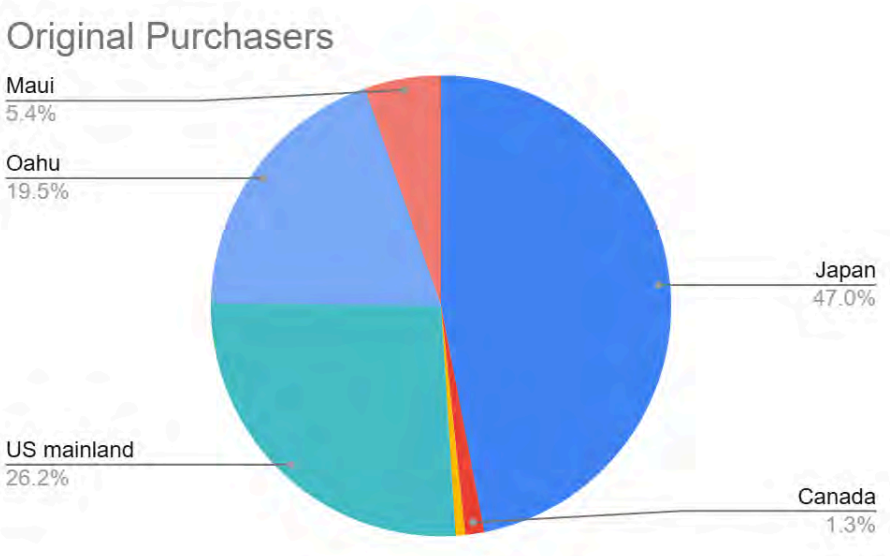
Housing and Land Use Committee
Maui County Council
Kalana O Maui
200 South High Street
Wailuku, HI 96793

Dear Chair, Vice Chair, and Committee Members,

My name is Cara Birkholz. I am a Maui resident and the President of the Board of Directors for The Palms at Wailea ("The Palms"). I write to you today to follow up on my letter of June 29, 2026 in support of Resolution No. 26-111

I attended the Housing and Land Use Committee meeting on July 1, 2026 and wanted to provide additional information regarding an issue raised by several speakers. Specifically, there was a concern that some of the properties in the pending resolutions had previously served as long-term housing and should remain available for that purpose. I understand the importance of preserving long-term housing for Maui residents; however, I would like to assure the Committee that The Palms is not such a property.

The Palms was developed primarily as an investment property to provide visitor accommodations within the Wailea Resort Community. I recently reviewed the original sales records for The Palms, and they support this history. Nearly half of our original owners were residents of Japan, with the remaining purchasers residing mainly on Oahu or the U.S. mainland.



While we cannot determine whether the original eight Maui residents intended to occupy their units or hold them as investments, the overall ownership pattern strongly indicates that the development was marketed and sold primarily as an investment property. Today 21 of our 150 units (14%) are owned by Maui residents. Of those 21 units, only four are owner-occupied, while the remaining 17 are operated as short-term rental investment properties.

The Palms has functioned primarily as visitor accommodations since its inception and has never been a significant source of long-term housing for Maui residents.

Thank you for your continued work on these challenging issues and for your thoughtful consideration.

Respectfully submitted,

Cara Birkholz
Board President on behalf of the Board of Directors of the Palms at Wailea AOAO

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 TITTLED 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 TITTLED LANDS

TESTIMONY BEFORE THE MAUI COUNTY COUNCIL
HOUSING AND LAND USE COMMITTEE for meeting on JULY 1, 2026
POSITION: STRONG OPPOSITION
Violaions on An internationall 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 Soverign, 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 somone other than Kamehameha 3 & God. Said patents were issued to original title holders and their heirs and successors in perpetuity which has already been ajudicated 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 descndants and havent
2. The descendants of said original awardees and patentees are the rightful, legal, title holders to specific ʻāina 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 infact royal patentted allodial titled and was NEVER and WILL NEVER be given to the State of Hawaiʻi, County of Maui, or United States.
3. The County of Maui is a corporation created under the laws of the State of Hawaiʻi 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 injuriss 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 ʻāina 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 pattented 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 Aʻole. ALL DESCENDANTS of this Royal Pattent 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 pattented 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 Commision 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 refference 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=IwRlRTSASyo2hwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

DEPT. OF LAND AND NATURAL RES. NATIVE REGISTER MICROFILMED 1964 Originals in State Archives

https://digitalarchives.hawaii.gov/item/ark:70111/s4n?fbclid=IwRlRTSASypBZwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

https://digitalarchives.hawaii.gov/item/ark:70111/s4p?fbclid=IwRlRTSASypDdwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

https://digitalarchives.hawaii.gov/item/ark:70111/s4q?fbclid=IwRlRTSASypHJwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

https://digitalarchives.hawaii.gov/item/ark:70111/s4r?fbclid=IwRlRTSASypIdwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

https://digitalarchives.hawaii.gov/item/ark:70111/s4s?fbclid=IwRlRTSASypKBwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

https://digitalarchives.hawaii.gov/item/ark:70111/s4s?fbclid=IwRlRTSASypMBwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

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

https://digitalarchives.hawaii.gov/item/ark:70111/s4t?fbclid=IwRlRTSASypRZwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA

https://digitalarchives.hawaii.gov/item/ark:70111/s4v?fbclid=IwRlRTSASypVpwZG9mAWZkaWQWUJx9VOXI3yqx17R1g8xcmBhWLtwQ_GV4dG4DYWVtAjExAHNydGMGYXBwX2lkDzE3Mzg0NzY0MjY3MDM3MAABHlfaIf3gXtf1u-zDJg2C3FkLULoDqEx3V4qZrFRpB2gll7b5lmYSnHc3eMk-_aem_xwa4keP-Q-2cOPeRjkKinA