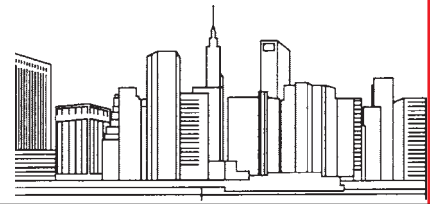
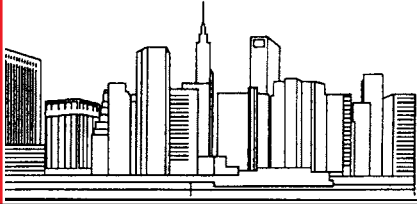


# HAWAII CONDOMINIUM BULLETIN



VOLUME 13, NO. 4

JAN.—FEB. 2007

Funded through the Condominium Education Fund

## Four New Appointees Join Real Estate Commission

On July 1, 2006, the Real Estate Commission (Commission) welcomed four new commissioners.

**Annette Aiona**, replaces Big Island commissioner Vern Yamanaka. Ms. Aiona is a graduate of the University of Hawaii, Hilo and is the principal broker and owner of Aiona Island Realty, LLC, in Hilo, Hawaii. She is a current member of the Hawaii Island Board of REALTORS and a member of its Professional Standards Committee. She is also a member of the Hawaii Association of REALTORS, as well as the National Association of REALTORS. Ms. Aiona is serving as the Vice Chair, Education Review Committee.

**William S. Chee** fills a vacant position. Mr. Chee is a graduate of the University of Hawaii – Manoa, and is the President and CEO of Prudential Locations, LLC. He is the founder and CEO of Prudential Locations, Inc., and RESCO since 1969. He is past president of the Hawaii Association of REALTORS (1976), Honolulu Board of REALTORS (1976), and the National Association of REALTORS (1993). Mr. Chee is serving as the Chair, Condominium Review Committee (CRC).

**Frances Allison Torre Gendrano** replaces Commissioner Kathleen Kagawa, Ph.D. Ms. Gendrano is a graduate of Boston College, and is a REALTOR-Associate with KFG Properties, Inc. and focuses on property management.

**Mark Suiso** replaces Commissioner Iris Okawa, Esq. as a public member. He is a graduate of the University of Hawaii-Manoa and is a financial consultant with First Hawaiian Bank at its First Investment Center. Mr. Suiso is serving as the CRC Vice Chair.

**Commissioner Louis Abrams**, Kauai was reappointed and

will serve a second term of four years. He is the current chair of the Commission's Laws and Rules Review Committee and heads the Commission's Ad Hoc Committee on Consumer Broker Relationships.

**Stanley M. Kuriyama, Esq.**, former CRC Chair, is now Vice Chair of the Commission.

**Michelle Sunahara Loudermilk, Esq.**, former CRC Vice Chair, is now the Vice Chair, Laws & Rules Review Committee.

## Update on Condominium Dispute Resolution

The pilot program for the condominium dispute resolution (CDR) hearings program under Chapter 514A, Hawaii Revised Statutes (HRS), that was in effect for two (2) fiscal periods beginning July 2004 **expired on June 2006**. Basically, if a dispute was not resolved by mediation, any party who participated in mediation may file a request for a hearing under this program with the Office of Administrative Hearings (OAH). Not all mediation issues were included in the CDR pilot program.

On July 5, 2006, Governor Lingle signed Act 277 into law under Chapter 514B, HRS, which extends the CDR Pilot Program to June 30, 2009. This program is available only to

*See Resolution on pg. 6*

**REMINDER: The Association of Apartment Owners biennial registration deadline is May 31, 2007. Look for the 2007-2009 Condominium Association biennial registration application in early April.**

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This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

The Hawaii Condominium Bulletin is funded by the Condominium Education Fund, Real Estate Commission, Professional and Vocational Licensing Division, Department of Commerce and Consumer Affairs, State of Hawaii.

## Ask the Condominium Specialist

**Q** We have a condominium that existed before the new law went into effect. Does the new law affect our condominium?

**A** Yes. Condominiums created prior to July 1, 2006, must review and determine how Part VI of the new law dealing with “Management of Condominiums” and certain sections (§514B-108 Bylaws) apply to its management and operations. The new law provides that Part VI and certain sections apply in varying ways:

● Automatically, associations need not do anything to have the Part VI and certain sections apply, *as long as these sections*:

1. Apply only to events and circumstances occurring



### Letter from the Chair . . .

We hope your holiday season was a safe and happy one! As I move into chairing the Condominium Review Committee (CRC), we would like to thank Commissioner Stanley M. Kuriyama for his assistance with this Committee.

2006 was an eventful year in the final adoption of Chapter 514B, Hawaii Revised Statutes (HRS). Chapter 514A, HRS, remains in effect for existing condominium projects and associations. We open the New Year with readiness for the new legislative session which began in January. The Real Estate Commission will continue its efforts to support in principle

proposed amendments to Chapter 514B, Hawaii Revised Statutes (HRS), subject to technical, stylistic and non-substantive changes. A variety of articles are provided in this issue that you may find interesting reading and informational—from flood and wind damage to changes to the Condominium Dispute Resolution Program. Please review the Education Calendar for the upcoming educational seminars available for you. Take note of the meeting calendar as it includes an open invitation to attend the Commission’s monthly meetings. I look forward to serving as Chair of the CRC with all the new challenges ahead. We wish all of you a Very Happy New Year filled with many good things.



Sincerely,

**William S. Chee**

William S. Chee

Chair, Condominium Review Committee

on or after July 1, 2006, for example, to an election of the board, meeting of an association, assessment for common expenses made after July 1, 2006; and

2. Do not invalidate existing provisions of the association’s governing documents (declaration, bylaws, house rules or other constituent documents), in such manner that the application invalidates the reserved rights of a developer; or is an unreasonable impairment of contract.

● Where a majority (more than 50 percent i.e. 51% or more) of the condominium owners by a vote or written consent amend its existing declaration, bylaws, condominium map, or other constituent documents to adopt Part VI and certain sections as long as the amendments do not invalidate the rights of a developer.

● Where after determining that certain provisions of Part VI and certain other sections of the new law unreasonably impair contract(s) previously made, a majority (more than 50 percent) of the condominium owners may choose to approve **any** or all of these impairing sections and accordingly amend its existing declaration, bylaws, condominium map, or other constituent documents as long as the amendments do not invalidate the rights of a developer.

These specific provisions apply to condominiums created prior to July 1, 2006:

- §514B-3 Definitions (to the extent necessary to the interpretation of the following sections)
- §514B-4 Separate titles and taxation
- §514B-5 Conformance with county land use laws
- §514B-35 Unit boundaries
- §514B-41(c) Common profits and expenses (limited common elements)
- §514B-46 Merger of projects or increments
- §514B-72 Condominium education trust fund; payments by associations and developers
- Part VI Management of condominiums

The above listed sections of the new law apply provided they:

● Apply only to events and circumstances occurring on or after July 1, 2006.

● Must not invalidate existing provisions in the governing documents, if to do so would invalidate the reserved rights of a developer; or be an unreasonable impairment of contract.

It is suggested that associations and unit owners seek professional and legal counsel in deciding the best course of action to take on the applicability of the new law to its association.

This information is a brief summary and an excerpt of the September 2006 Hawaii Condominium Bulletin Volume 3, No. 3 article entitled “Management of Condominiums” and may be viewed in its entirety on the Commission’s website at: [www.hawaii.gov/hirec](http://www.hawaii.gov/hirec).

The statutes may also be viewed on the same website.

## What Is It? Flood or Wind Damage?

Did you know that a typical homeowner's insurance policy does not cover floods? Water damage is only covered under a homeowner's policy if the damage was sustained as a direct result of wind damage and/or wind driven rain. This exclusion, leaves many property owners confused and wondering if their "flood" loss will be covered under their homeowner's policy. A CNN Money report, "Sorting out your home insurance claim", provides some helpful tips for homeowners to get a better indication whether the damage sustained is "Flood Damage" or "Wind Damage":

### **Things a Claims Adjuster will look for:**

Rain entering through wind-damaged windows  
Roof damage  
Wet insulation in the attic  
Loose window trims  
Water marks on ceiling or roof  
Water rings around walls  
Foundation Bolts bent  
Foundation shifted  
Wet furniture - bottom up

### **Probably Cause:**

Wind Damage  
Wind Damage  
Wind Damage  
Wind Damage  
Wind Damage  
Flood Damage  
Wind Damage  
Flood Damage  
Flood Damage

The Insurance Information Institute, recently published "**FACT FILE: Flood, Wind and Insurance**". The article contends that "Flood is a difficult risk for private insurers to underwrite for several reasons. For example, flood risks are not well diversified and serious floods tend to affect all properties within a widespread area, often leading to catastrophic losses. This means that if flood insurance were to be privatized in the U.S. the problem of adverse selection would arise. Adverse selection is the tendency for people with the greatest probability to show the greatest interest in purchasing insurance. In this situation only people concentrated in flood-prone zones would tend to purchase flood insurance. These high-risk insureds would be likely to purchase more insurance and have frequent claims, thereby exposing insurers to potentially crippling losses. Insurers would be forced to react either by charging higher premiums or by not providing insurance at all in these areas.

The flood exclusion in homeowner's insurance policies has existed for decades and effectively excludes all water damage directly related to flood. *In most cases*, this exclusion applies whether or not the water damage is caused by or results from human or animal forces or any act of nature.

It is not unusual for flooding to accompany a hurricane, but the scope and magnitude of Katrina has added to the complexity of claims, especially regarding the issue of wind vs. flood. Attorneys general and enterprising trial lawyers in some Katrina-impacted states are suing homeowners insurance companies in an attempt to force them to pay flood losses that clearly are not covered under the terms of the contract.

The typical homeowners policy covers damage due to wind, wind-driven rain and fire (including arson), theft (including looting), vandalism and damage caused by fallen trees. Rain entering through wind-damaged windows, doors or a hole in a wall or the roof, resulting in standing water or puddles, is considered windstorm rather than flood damage and is covered by the homeowners policy.

The NFIP flood insurance policy covers exactly what homeowners policies do not—damage caused by the general condition of flooding typically caused by storm surge, wave wash, tidal waves, or the overflow of any body of water over normally dry land areas. Insurance policies are legal contracts with specific policy terms and conditions. The provisions of standard policies have been reviewed and approved by regulators in each state. The wording of water damage exclusions is virtually identical in all 50 states.

If the coverage rulings were to go against insurers, this would create an enormous financial liability for an explicitly excluded peril for which no premium was collected and for which insurers have no reserves to pay claims. Some insurers may fail as a result. Insurers would also not know if their contracts were valid anywhere. To protect themselves, they would be forced to incorporate flood coverage into standard homeowners policies and incorporate an appropriate premium—one, unlike current flood insurance, not subsidized by taxpayers. This could add hundreds of dollars to the average homeowners premium in all 50 states. Some insurers could respond by refusing to write any coverage in coastal areas or flood plains. With contracts upended, a national crisis in the availability and affordability of homeowners insurance could ensue."

Source: Insurance Information Institute ([www.iii.org](http://www.iii.org))

Hawaii Flood Management News – January 2005  
([www.hawaii.gov/dlnr/lmde](http://www.hawaii.gov/dlnr/lmde))

## Administrative Actions

### **Certified Management, Inc. and James E. McKeller – REC 2004-120-L**

RICO petitioned the Real Estate Commission for disciplinary action against Respondents. On or about January 20, 2004, Respondents withdrew monies from West Loch Estates Homeowners Association's bank account after the property management agreement was terminated effective December 31, 2003. Respondents claimed that the withdrawal was for reimbursement of management fees and services performed prior to termination of the management agreement.

No invoice was submitted for the alleged services and respondents were unable to provide a satisfactory explanation of the alleged services and expenses for funds withdrawn.

RICO alleged that this conduct violated the following statutes and rules: HAR §16-99-3(v) (conversion of funds), HRS §436B-19(17) (violation of statutes and rules), (12) (failure to comply with law), (8) (failure to maintain a record of competency, trustworthiness, fair dealing, and financial integrity), §467-14(8) (conduct constituting fraudulent or dishonest dealings), (13) (violation of statutes and rules), and (20) (failure to maintain a record of competency, trustworthiness, fair dealing and financial integrity).

Under terms of a Settlement Agreement after Filing of Petition for Disciplinary Action, Respondents did not admit that they violated any law or rule, but they entered into a Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with administrative hearing. Respondents agreed to pay a \$1,000 fine. The Commission accepted the Settlement Agreement on March 24, 2006.

### **Certified Management, Inc. and James E. McKeller – REC 2003-220-L and REC 2004-211-L**

RICO petitioned the Commission for disciplinary action against Respondents, while serving as property manager for AOA Sun Rise (AOAO).

Four counts of the Statement of Facts which support alleged violations of statutes and rules include:

*Count I:* In September 2002, Respondents mailed a letter encouraging members of Ewa Senatorial District to vote for candidate Tesha Malama. The letter was sent to property owners of AOA. In October 2002, the State of Hawaii's Campaign Spending Commission issued a Decision and Order which found Respondent Certified failed to submit reports disclosing that a non-monetary contribution (e.g., the mailing) had been provided to candidate Tesha Malama.

*Count II:* In September 2001, Certified Management received a notarized affidavit from the owner of a property unit at the Sun Rise requesting a copy of the property management agreement between AOA and Certified Management. Respondents did not provide the owner with a copy of the management agreement, stating that the contract was proprietary and confidential in nature.

*Count III:* In June 2000, Certified Management wrote to the AOA's property manager requesting that he refund \$85.75 for bills for a telephone line he was alleged to have transferred

from the resident's manager's unit to his personal unit. The billing was corrected and the telephone company refunded \$69.66 to the AOA. Certified Management deposited the check, but did not advise the property manager of the refund check until January 2001.

*Count IV:* In August 2004, Certified Management entered into contracts on behalf of the board president of AOA Hidden Valley Estates with A-1 Extraction, Inc. to perform mold remediation of two Hidden Valley Estates units. The contract included demolition and installation of drywall totaling \$19,430.89. A-1 Extraction and its president were not licensed contractors in Hawaii when the contracts were entered into.

RICO alleged that the conduct described in the four counts violated these provisions of the Hawaii Revised Statutes and Hawaii Administrative Rules: HRS §436B-19(9) (conduct contrary to recognized standards of ethics), §514A-83.5 (failing to make available copies of contracts to apartment owner), §467-14(7) (failing to account for monies belonging to others), (13) (violating chapter 514A and rules adopted pursuant to Chapter 467), and 436B-19(6) (aiding or abetting an unlicensed person to perform activities requiring a license).

Under terms of the Partial Settlement Agreement after Filing of Petition for Disciplinary Action, Respondents admitted to the veracity of the allegations set forth in Counts II through IV and entered into the agreement to resolve those counts, with Count I to proceed through an administrative hearing. Respondents agreed to pay a \$5,000 fine. The Commission accepted the Settlement Agreement on March 24, 2006.

### **Kumulani Vacations and Realty, Inc., dba Kumulani Rentals, and David William Cudlipp – REC 2002-295-L**

RICO received a complaint against Respondents from the owners of two units at a Kihei, Maui, condominium. Complainants allege that in May and June 2002, Respondents charged them for unnecessary or not approved repairs, discounted rental rates without approval, and charged an "owner guest fee" and "unit condition report" fee that was not specifically included in the property management agreements. On May 12, 2003, RICO requested that Respondents answer 18 questions regarding Complainants' allegations. Respondent answered the questions and challenged all allegations. Respondents offered to reduce the billings in an effort to settle the matter amicably, but Complainants were not willing to accept the terms. RICO alleged that on May 6, 2002, Respondents retained the services of an unlicensed plumber to make repairs to the toilets in one of the units. Respondents disclosed the name of the plumber who repaired the toilet for \$186.60 in an emergency. Respondents stated the plumber was listed in the Yellow Pages and had a license number on the repair van, they did not ask to see his license. On May 9, 2006, RICO sent Respondents a letter offering to settling Complainants' complaint in accordance with a Settlement Agreement Prior to Filing of Petition for Disciplinary Action. RICO's allegations, if proven, would constitute violations of the following statutes: HRS §§ 436B-19(6) (aiding and abetting an unlicensed person), (16) (employing or utilizing an unlicensed



### ***Administrative Actions from pg. 4***

person), §§467-14(8) (conduct constituting fraudulent or dishonest dealings), (13) (violations of HRS Chapter 467 and rules thereunder), and HAR §16-99-3(f) (agreements shall set forth essential terms and conditions). Respondents denied they violated any law or rule but acknowledged that RICO had sufficient cause to file a Petition for Disciplinary Action against their licenses. Respondents entered into a Settlement Agreement as a compromise of the Complainants' claims and to save on the costs of proceeding with an administrative hearing on the matter. Respondents agreed to pay a \$1,500 fine. The Commission accepted the Settlement Agreement on May 26, 2006.

#### **Property Network, Ltd., and Robert M. Smith – REC 2003-3-L**

RICO received a complaint alleging that Respondents failed to timely inform Complainant that a condominium unit Respondents agreed to rent to him was no longer available, because the owner of the unit canceled the property management agreement with Respondents. Although Respondents refunded all the money Complainant paid to rent the unit, Complainant suffered additional damages by having to pay more for a replacement rental property. Complainants also alleged that Respondents continued to advertise the condominium unit several months after their property management agreement was terminated. RICO alleged that Respondents failed to timely notify the Commission in writing or otherwise disclose to the Commission of the June 10, 2002 judgment awarded to Complainant for the additional costs he incurred by having to rent a replacement property. RICO asserted that the foregoing allegations, if proven, would constitute violations of the following statutes: HRS §§436B-16(a) (judgments must be reported in writing within 30 days), 467-14(3) (pursuing a continued and flagrant course of misrepresentation or making a false promise through advertising), (8) (any other conduct constituting fraudulent or dishonest dealings). Respondents did not admit that they violated any law or rule but acknowledged that RICO had sufficient cause to file a Petition for Disciplinary Action against their real estate Brokers licenses. Respondent entered into the Settlement Agreement Prior to Filing of a Petition for Disciplinary Action as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter. Respondents agreed to pay a \$1,500 fine and make restitution to Complainant in the amount of \$1,625.68. Respondents satisfied restitution and judgment in full. The Commission accepted the Settlement Agreement on May 26, 2006.

#### **Karl F. Lingenfelder, dba Kala Properties – REC 2001-33-L and 16 other case numbers**

RICO petitioned the Commission for disciplinary action against Respondent, alleging he violated the statutes and rules while acting as managing agent between September 2000 and January of 2001 for at least 17 owners of apartment units in a Maui condominium project. RICO alleged: Respondent modified the language of one paragraph of the property management contracts with many of the apartment owners without their written consent; Respondent issued six checks for rental revenue that were not honored because of insufficient funds; Respondent pro-

nounced the termination date of the contract with the unit owners a month later than what the owners' letter stated; Respondent did not pay rental collection to owners for three months when rents were collected; Respondent also did not send the owners an accounting of the financial transactions for their units until February 2001, which many owners believed the Respondent owed them money; Respondent continued to use the unit owners' toll-free number, local telephone number, internet website and condominium trade name after the management contracts were terminated, which Respondent diverted to another location and closed the website and created a new website using the condominium's trade name; and Respondent refused to return the toll-free number and local phone number to the unit owners and relinquish the use of the condominium's trade name.

The owners submitted this matter to arbitration where the arbitrator found that Respondent failed to provide a full and complete accounting of the result of the operations as required by the contract and HRS §467-14, and Respondent breached his duty of good faith and fair dealing under contracts and committed tort of conversion by wrongfully misappropriating the toll-free numbers, website, and trade name for their own use. The arbitrator awarded damages to the unit owners. The arbitrator ordered Respondent to turn over the toll-free number, local phone number, internet website and condominium trade name. Four owners were awarded for this misappropriation. The award was confirmed as a final judgment in the Second Circuit Court, State of Hawaii on June 5, 2002.

RICO found that Respondent's conduct violated the following provisions of the statutes and administrative rules: HAR §16-99-3(u) (the licensee shall not add to or modify the terms of an instrument previously signed or initiated by a party to a transaction without written consent of all the parties); HRS §467-14(8) (conduct constituting dishonest dealings); (7) (failing within a reasonable time to account for any moneys belonging to others which may be in the possession or under the control of the licensee); and HRS §436B-19(9) (conduct contrary to recognized standards of ethics, to wit: Code of Ethics and Standards of Practice of the National Association of Realtors, Article 1.)

On April 3, 2006, the Hearings Officer submitted the Findings of Fact and Conclusions of Law and Recommended Order to the Commission. After hearing the oral arguments from both parties, reviewing the proceeding and Respondent's written exception, the Commission adopted the Hearing's Officer's proposed decision as its Final Order and found the Respondent violated HRS §467-14(8), 436B-19(9), and HAR §16-99-3. The Commission dismissed the charge that Respondent violated HRS §467-14(7). The Commission ordered that Respondent's real estate broker's license be suspended for two years, that he pay a \$3,000 fine, and that he complete an education course or courses to be determined by the Commission.

**For full text, go to: [www.hawaii.gov/dcca/areas/oah](http://www.hawaii.gov/dcca/areas/oah)  
Select OAH Decisions, select Disciplinary cases, select Real Estate (REC) decisions and search by case number.**

**Resolution from pg. 1**

**condominiums created after July 1, 2006 or those associations that have elected to be governed by Chapter 514B, HRS, instead of Chapter 514A, HRS.**

As part of the program, OAH will hold administrative hearings for certain types of condominium disputes and issue a report to the legislature. The following is an overview of the hearing process:

1. Before a request for a hearing can be filed with the pilot program, the parties must have attempted to resolve the dispute through mediation.
2. If the dispute could not be resolved through mediation, anyone who participated in the mediation may file a request for a hearing with OAH.
3. OAH can only accept 30 cases per fiscal year (July 1 through June 30).
4. Only directors of a duly registered apartment owners association or an apartment owner who belongs to such an association (pursuant to section 514B-103) may file a request for hearing.
5. The hearing request must be filed with OAH within

30 days from the final day of the unsuccessful mediation, and can only be initiated against a party that participated in the mediation.

Pursuant to §514B-161, HRS, mediation of disputes **excludes** issues involving:

1. Actions seeking equitable relief involving threatened property damage or the health or safety of association members or any other person;
2. Actions to collect assessments;
3. Personal injury claims; or
4. Actions against an association, a board, or one or more directors, officers, agents, employees, or other persons for amounts in excess of \$2,500 if insurance coverage under a policy of insurance procured by the association or its board would be unavailable for defense or judgment because mediation was pursued.

There is a filing fee of \$25 payable to the Department of Commerce and Consumer Affairs.

For further information about the hearing process, you may go to OAH's website at: [www.hawaii.gov/dcca/areas/oah/forms/CDR](http://www.hawaii.gov/dcca/areas/oah/forms/CDR).

## **CONDOMINIUM DISPUTE RESOLUTION SUMMARY CHAPTER 514A, HRS**

Cases filed with the Office of Administrative Hearings from January 2006 – June 2006.

<b>Parties</b>	<b>Complaint</b>	<b>Disposition</b>
Owner vs. AOA	Enforcement of bylaws, modification and structural rules and assessment of invalid fines and fees charged	Dismissed
Owner vs. BOD, AOA, General Manager	Misappropriation of guest parking spaces, procedures to correct the error; procedure to delete cumulative voting from the bylaws; procedure influencing owners how to vote for directors; failure of general manager to advise BOD	Dismissed
Owner vs. BOD	Board member not qualified to serve as BOD	Dismissed
AOA vs. owner	Conveyance of commercial parking stalls become limited common elements appurtenant to specific commercial apartments	Withdrawn

# MEDIATION CASE SUMMARIES

**MCP** = Mediation Center of the Pacific, Inc.  
**MSM** = Mediation Services of Maui, Inc.  
**WHMC** = West Hawaii Mediation Center  
**BOD** = Board of Directors

**KMC** = Ku'ikahi Mediation Center  
**RICO** = Regulated Industries Complaints Office  
**KEO** = Kauai Economic Opportunity, Inc.  
**CMA** = Condominium Managing Agent

## CASES HANDLED BY MCP

Between June 1, 2006 and December 31, 2006, there were a total of six (6) cases involving condominium disputes. Two (2) cases were mediated, and four (4) were closed without mediating.

<b>Parties</b>	<b>Complaint</b>	<b>Disposition</b>
Owner vs. BOD	AOAO access to owners unit	Agreement
Owner vs. BOD	Misuse of parking, neglect, reduction of amenities	Closed. Schedule problem
Owner vs. BOD	Eligibility to serve on board meetings, maintenance contracts	No Agreement
Owner vs. BOD	Dispute involving assessments	No Agreement
Owner vs. BOD	Disputes regarding house rules, assessments, and fines	Closed. Owner withdrawal
Owner vs. BOD	Maintenance problems, unit damage, misuse of funds	Agreement

## CASES HANDLED BY MSM

Between June 1, 2006 and December 31, 2006, there were a total of two (2) cases involving condominium disputes. None were mediated.

BOD vs. Owner	Illegal timeshare	No Agreement
Owner vs. BOD	Dispute involving a remodeling project	Closed. No response from BOD

## CASES HANDLED BY WHMC

Between June 1, 2006 and December 31, 2006, there were four (4) cases involving condominium disputes. None were mediated.

Owner vs. BOD	Dispute involving late fees and fines	Closed. BOD declined participation
Owner vs. BOD	Unit alterations	Closed. BOD unavailable for follow-up
Owner vs. BOD	Dispute involving satellite installation	Closed. BOD cancelled
Resident vs. BOD	Dispute involving fines	Closed. Resident withdrawal

## CASES HANDLED BY RICO

Between June 1, 2006 and December 31, 2006, there were four (4) cases involving condominium disputes. One (1) was mediated and three (3) were closed without mediating.

Owner vs. AAOO	Discrepancies in election process	No agreement
Owner vs. AAOO	Discrepancies in election process	No agreement
Owner vs. AAOO	Radio cell towers being installed w/o permits	Mediated
Owner vs. AAOO	Vacation rental issues, dispute regarding percentage of votes to amend declaration, use of AAOO funds to defend Board President for vacation rental issue	BOD declined participation

(No cases reported by KEO, KMC)

## 2007 REAL ESTATE COMMISSION MEETING SCHEDULE

**These committees meet one after another, beginning at 9 a.m.:**  
**Laws & Rules Review, Education Review, and Condominium Review**

**Real Estate Commission 9:00 a.m.**

Wednesday, February 14, 2007  
 Wednesday, March 14, 2007  
 Wednesday, April 11, 2007

Friday, February 23, 2007  
 Friday, March 30, 2007  
 Friday, April 20, 2007

All meetings will be held in the Queen Liliuokalani Conference Room of the King Kalakaua Building, 335 Merchant Street, First Floor, Honolulu, Hawaii. Meeting dates, locations and times are subject to change without notice. Please visit the Commission's website at [www.hawaii.gov/hirec](http://www.hawaii.gov/hirec) or call the Real Estate Commission Office at 586-2643 to confirm the dates, times, and locations of the meetings.

## Condominium Education Calendar

This calendar lists upcoming educational events of interest to the condominium community. The publishers express **no opinion** about the quality or content of any event they do not sponsor. This listing should not be construed as an endorsement or sponsorship of any event, unless expressly indicated. Events may be subject to change; please check directly with the provider to confirm each event.

Date	Time	Event Title	Location	Provider
2/1/07	11:30 am	*Disaster Planning and Recovery	Hale Koa Hotel	CAIH
2/13/07	8:30 am	Insurance Seminar	Dunes at Maui Lani	CCM
3/31/07	8:30 am	Bids, Contracts, and Funding	Hale Koa Hotel	CAIH
4/25-28/07		CAI's 56 <sup>th</sup> National Conference & Exposition	Caesars Palace Las Vegas, Nevada	CAI
5/19/07	8:30 am	*ABC's Basic Course	Japanese Cultural Ctr	CAIH
6/9/07	8:30 am	*Security	Japanese Cultural Ctr	CAIH
7/21/07	8:30 am	Zen & Art of Community Assoc. Living	Dole Cannery	CAIH
8/30/07	11:30 am	*Legislative Update & Aging in Place	Hale Koa Hotel	CAIH
10/18/07	TBA	*Board Dos and Don'ts	Hale Koa Hotel	CAIH
10/19/07	TBA	*Board Dos and Don'ts	Maui (TBA)	CAIH

**\*The seminar is partly funded by funds from the Condominium Education Fund, Real Estate Commission, Professional and Vocational Licensing Division, Department of Commerce and Consumer Affairs, State of Hawaii for condominium apartment owners whose AOA is currently registered with the Real Estate Commission.**

**Information is subject to change. For full information on the above-listed courses, please call the provider.**

	Provider	Phone	Address
CAI	Community Associations Institute (National) <a href="http://www.caionline.org">www.caionline.org</a>	(703) 548-8600	225 Reinekers Ln #300 Alexandria, VA 22314
CAI-H	Community Associations Institute - Hawaii Chapter <a href="http://www.caihawaii.org">www.caihawaii.org</a>	488-1133	P.O. Box 976 Honolulu, HI 96808
CCM	Condominium Council of Maui <a href="http://www.mauicondocouncil.com">www.mauicondocouncil.com</a>	573-4231	PO Box 1362 Kihei, HI 96753
HAR	Hawaii Association of Realtors <a href="http://www.hawaii Realtors.com">www.hawaii Realtors.com</a>	733-7060	1136 12 <sup>th</sup> Ave., Ste. 220 Honolulu, HI 96816
HCAA	Hawaii Council of Associations of Apartment Owners	737-2021	3454 Waiialae Ave Ste. 6 Honolulu, HI 96816
HSAP	Hawaii State Association of Parliamentarians <a href="http://www.hsap.org">www.hsap.org</a>		98-238 Paleo Way Aiea, HI 96701
HSBA-CLE	Hawaii State Bar Association - Continuing Legal Educ. <a href="http://www.hsba.org">www.hsba.org</a>	537-1868	1132 Bishop Street, Ste 906 Honolulu, HI 96813
IREM	Institute of Real Estate Management Hawaii Chapter No. 34 <a href="http://www.iremhawaii.org">www.iremhawaii.org</a>	847-0141	PO Box 17040 Honolulu, HI 96817
LOR	Lorman Education Services <a href="http://www.lorman.com">www.lorman.com</a>		2510 Alpine Road Eau Claire, WI 54703
UH-OC	Noncredit Programs, Outreach College, University of Hawaii	956-8244	2530 Dole Street Honolulu, HI 96822

Real Estate Branch and Real Estate Commission's web page at: <http://www.hawaii.gov/hirec>  
Address: 335 Merchant Street, Rm. 333; Honolulu, HI 96813; Phone: (808) 586-2643

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