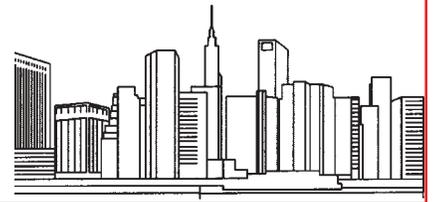
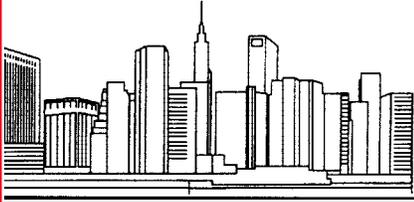


# HAWAII CONDOMINIUM BULLETIN



VOLUME 15, NO. 1

Funded through the Condominium Education Fund

OCTOBER 2008

## Real Estate License Renewal Deadline is Nov. 30, 2008

The renewal deadline is **NOVEMBER 30, 2008**. All real estate licenses, course certifications, prelicense school, instructor, and substitute instructor registrations, and continuing education provider registrations must be renewed by the renewal deadline to be assured that there is no break in the validity of your license or registration.

**ON-LINE RENEWAL** will be offered again! There will be a discount on renewal fees for those licensees who choose the on-line renewal route. More information will be posted on the Commission's website, [www.hawaii.gov/hirec](http://www.hawaii.gov/hirec), click on Real Estate License Renewals.

It is highly recommended that **the licenses/registrations of the brokerage firm, PB, BICs, and RBOs be simultaneously renewed during early November** and prior to renewals of all associating licensees to ensure sufficient time to correct any problems and to ensure successful renewals of associating licensees. If an associating licensee's renewal application is submitted prior

to the PB's, BIC's, and brokerage firm's renewal applications, the associating licensee's renewal application will be held in suspense until the PB, BIC(s), and brokerage firm have successfully renewed all licenses.

(For the full version of this article, go to the website: [www.hawaii.gov/hirec](http://www.hawaii.gov/hirec), select *Real Estate Licensing and Education*, right column – select *School Files*, select *September 2008*)

## Commissioners Re-appointed

Governor Linda Lingle reappointed Commissioners Carol Mae A. Ball and Michele Sunahara Loudermilk to second four-year terms on the Hawaii Real Estate Commission, effective July 1, 2008. The Twenty-Fourth Hawaii State Legislature confirmed both appointments.

Commissioner Ball graduated from Baldwin High School and received her Bachelor of Arts degree from the University of Michigan. She is a real estate broker, and owns the Carol Ball School of Real Estate, based on Maui, and is a registered prelicense instructor and continuing education instructor. She is the current Chair of the Commission's Education Review Committee. She also holds the professional

*See Re-appointment on pg. 2*

## Next Neighbor Isle Meetings Slated for Hilo on Nov. 12

The next standing committee meetings and Condominium and Real Estate Specialist Office for the Day outreach will be held at the Imioloa Astronomy Center in Hilo on November 12, 2008. Be sure to check the meeting calendar online at [www.hawaii.gov/hirec](http://www.hawaii.gov/hirec) for updates and announcements.

A similar meeting was held at the Lihue State Library on Kauai, August 13.

These visits to the neighbor islands provide members of the condominium and real estate communities an opportunity to meet with the Specialists about their specific condominium concerns and/or real estate licensing questions and concerns.

Basically, attendees address questions regarding developer's public report filing and procedures.

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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.



## Letter from the Chair . . .

The flurry of the “bailout” and/or “rescue plan” of Wall Street, the excitement of the presidential debates and the upcoming general election has set a stir of activity on the national and local scene.

With all that is going on, the Real Estate Commission (Commission) and staff continues to plug on with the real estate license renewals. Again, a discount is being offered for online renewal.

Leading up to the renewal deadline of November 30, 2008, the Commission and staff are providing a renewal workshop which also includes Specialist Office for the Day to answer condominium and other real estate questions other than licensing renewals. See the schedule on page 8. On a regular basis, The Community Association Institute Hawaii Chapter (CAI-Hawaii) holds educational seminars on varied subjects pertaining to condominiums such as association matters, boards and management issues. Local attorney, Joyce Y. Neeley, Esq. made a presentation at one of CAI-Hawaii’s sessions covering “Covenant Enforcement.” The Reference File covers Part I of her presentation where she provided examples of case law regarding issues relating to this subject.



**William S. Chee**

We are happy to say that two (2) Real Estate Commissioners were re-appointed. Both Commissioners currently play important roles in the Commission. Carole Mae A. Ball is the Chair of the Commission’s Education Review Committee and Michele Sunahara Loudermilk, Esq. is the Vice Chair of the Laws and Rules Review Committee.

Finally, check out the meeting schedule, as your attendance is always welcome and your input will be heard.

As the holiday season is fast approaching, and the New Year just around the corner, on behalf of the Commission and staff, I would like to wish you all a safe and Happy Holiday Season!

Sincerely,

*William S. Chee*

William S. Chee  
Chair, Condominium Review Committee

## Ask the Condominium Specialist

**Q** What is the status of the “clothesline legislation” which was considered by the Legislature this past legislative session?

**A** The Real Estate Branch received a number of inquiries during this past legislative session about Senate Bill 2933, Relating to Household Energy Demand. The House submitted its own version of the bill, but the House version did not survive. Senate Bill 2933 proposed to permit the use of clotheslines on any privately owned single-family residential dwelling or townhouse. Senate Bill 2933 would have amended §196-7, Hawaii Revised Statutes, entitled Placement of Solar Energy Devices, to allow “erecting and using a clothesline for the purpose of drying clothes on the premises” of, among other homeowner entities, condominium associations. Senate Bill 2933 was vetoed by Governor Lingle; that veto was overridden by the Senate, but stalled in the House. As such, with no legislation in place, condominium owners must rely on their condominium project documents when considering whether or not they may install clotheslines for the purpose of hanging laundry in their limited common element areas.

### *Re-appointment from pg. 1*

real estate designations of Certified Real Estate Brokerage Manager (CRB), Certified Residential Specialist (CRS), Graduate, REALTORS Institute (GRI), and Accredited Buyer Representative Manager (ABRM).

Commissioner Ball is an active and valuable member of the Commission and her participation and insights gained over her many years of experience as a licensed real estate broker demonstrate her commitment to the issues that come before the Commission.

Commissioner Loudermilk is a graduate of Punahou School, and received her Bachelor of Arts degree in Journalism and Romance Languages from the University of Oregon, and her Doctorate of Jurisprudence from the William S. Richardson School of Law, University of Hawaii. She currently serves as the Associate General Counsel for Alexander & Baldwin, Inc., where she focuses her practice on leasing, purchase and sale, development, and financing. Commissioner Loudermilk is a member of the Hawaii State Bar Association, and has been an active member of the Hawaii Women’s Legal Foundation and Hawaii Women Lawyers.

Commissioner Loudermilk has served on the Commission since July 1, 2004, and her legal background has enabled her to quickly understand the purpose of the Commission, her role as a public member, and the oftentimes complex issues facing the Commission. She is currently the vice-chair of the Commission’s Laws and Rules Review Committee.

## PART I

Covenant enforcement ranging from collecting assessments to preventing individual owners from making alterations that may jeopardize the right of other owners to use and enjoy their apartment is one of the primary functions of the board of directors of any type of community association, a condominium association, a planned unit community association, a time share association or a residential cooperative. In some instances, statutes exist to help guide the board with regard to covenant enforcement but more often the opposite is true. In the absence of statutory guidance, boards through their counsel must rely on case law. While case law in Hawaii on the issue of covenant enforcement is sparse, the courts (both federal and state) in Hawaii have been called upon to make pronouncements on principles of enforcement. As discussed below, we can extract some important guidelines from those cases.

### I. Enforcement Generally.

**A. Construction of Statutes to Be “Imaginative and Progressive.”** In 1968, the appellate courts of Hawaii had their first opportunity to examine the relatively new condominium law and made a strong pronouncement that it wanted to encourage development of condominium associations. In State Savings & Loan v. Kauaian Development Company<sup>1</sup> the first reported decision involving condominium law in Hawaii, the Supreme Court was asked to determine when a condominium project commenced its legal existence. Referring to the original enabling statute, the court wrote that “[a] horizontal property regime is created under the [statute] when a developer, sole owner, or co-owners declare their intention to do so by recording a master lease or deed and a declaration of submission....”<sup>2</sup> Thus, the condominium project exists before any construction is begun. Even though the declaration was recorded on a vacant lot (which is most often the case) the apartments and the common elements exist at law. The court was asked to determine whether to extend the protection equity has historically given to the purchasers of other land sales contracts to contracts for the purchase of a unit in a yet as unbuilt condominium project. The court had no trouble in doing so emphasizing that its construction of statutes related to community associations “must be imaginative and progressive rather than restrictive.”<sup>3</sup> Doctrines developed in the middle ages had basically stated that restrictions or covenant on land had to be narrowly construed against the drafter if there was any ambiguity. The Supreme Court emphatically rejected application of those antiquated doctrines in dealing with community associations:

*This court will not follow a common law rule relating to property where to do so would constitute a quixotic effort to conform social and economic realities to the rigid*

*concept of property law which developed when jousting was a favorite pastime.*

State Savings & Loan Ass’n v. Kauaian Development Company, Inc.<sup>4</sup>

**B. No Power to Amend Governing Documents.** In 1981 in a case entitled D’Elia v. Ass’n of Apartment Owners of Fairway Manor,<sup>5</sup> the court rejected arguments about the fairness of assessment mechanisms in condominium associations. In that case owners complained that it was “unfair” to charge maintenance expenses according to the square footage of their apartments. The court wrote:

[T]he method of apportionment protested is the one the condominium declaration calls for, explicitly and unambiguously. We have no power to amend the declaration.<sup>6</sup>

**C. The Outdated Strict Construction Principle.** In 1978 in a case after State Savings entitled Collins v. Goetsch,<sup>7</sup> in contrast to the State Savings case the court cited the potential impairment of the future sale of the property and rejected enforcement of an ambiguous covenant writing (incorrectly) that “[t]he prevailing rule is that restrictive covenants are to be liberally construed in favor of the grantee and against the grantor, and substantial doubt or ambiguity is to be resolved in favor of the free and unrestricted use of property.” The Collins court did make it clear that without the ambiguous language, the provision at issue would have been easily enforceable. The rule of strict construction has been applied by Hawaii courts only in cases of purportedly ambiguous covenants, Hiner v. Hoffman,<sup>8</sup> and primarily in enforcement of covenants by grantors against grantees, Collins v. Goetsch<sup>9</sup> and generally not against community associations. Community associations are not the “grantor.” The community association did not draft the covenant. Rather, the community association is the entity empowered to enforce the restrictive covenants. The Hawaii appellate courts have emphasized that “in the final analysis, the rule regarding construction favoring the free use of land is not applicable in a case...where the evidence of intent is clear and unrefuted.” DeMund v. Lum.<sup>10</sup>

**D. The Restatement.** Hawaii appellate courts have historically given great deference to the position of

the various *Restatements* published by the American Law Institute. The *RESTATEMENT (THIRD) OF PROPERTY (SERVITUDES)* (“*Restatement*”) (2000) is critically important as it provides guidelines for interpreting restrictive covenants in enforcement actions by community associations. The *Restatement* rejects the doctrine of strict construction altogether in recognition of the fact that the doctrine was developed “to guard against certain dangers posed by servitudes, particularly infringement on the alienability of land due to a lack of a public land records system (in England) and perpetuation of obsolete servitudes due to inadequate termination doctrines”<sup>11</sup> and has no place in a modern context:

#### Section 4.1 Interpretation of Servitudes

(1) *A servitude should be interpreted to give effect to and be consistent with:*

(a) *the intentions of the parties to an expressly created servitude;*

(b) *the intentions or reasonable expectations of the parties to a servitude created by implication, necessity, or estoppel; and*

(c) *the reasonable expectations of the party against whom a servitude is created by prescription.*

(2) *A servitude should be interpreted to carry out the purpose for which it was created.*

(3) *To the extent not inconsistent with the interpretation arrived at under subsections (1) and (2), a servitude should be interpreted to avoid violating public policy. Among reasonable interpretations, that which is more consonant with public policy should be preferred.*

The drafters of the *Restatement* were especially critical of applying the rule that language be construed against the drafter (*i.e.*, the developer) in the context of a community association enforcement dispute:

The rule that language will be construed against the drafter . . . can be applied in resolving disputes in which the drafter is involved, but should not uncritically be applied to the detriment of successors to the drafter. *After control of the unit owners association has passed to the owners, servitude provisions drafted by the developer ordinarily should not be construed against the association because it stands in a different relation to the owners. Although the association has succeeded to rights of the developer, the association represents the unit owners collectively, who should not be penalized for the developer’s drafting failures when they seek to further the development plan.*

*Restatement*, §4.1 Comment d.

## II. Architectural and Use Controls.

A. **Generally.** An important shared characteristic of all

community associations is the ability to enforce covenants related to the design and use of the property:

The power to control the use and enjoyment of property is the second power unique to community associations. The association, through the exercise of its architectural and environmental controls, use restrictions, and rule-making authority, has the broad power to regulate the use and enjoyment of the common property and, in some cases, the interior of the units as well. As a result of these powers to make and to enforce rules, to permit or to deny certain uses of the property, and to exercise other governmental responsibilities, the association exerts tremendous influence on the bundle of rights normally enjoyed as a concomitant part of fee simple ownership of property. This relatively high degree of control is vested in, and exercised in accordance with, a recorded instrument and, in the ultimate case, in accordance with state judicial action.<sup>12</sup>

There are two broad categories of control over property rights — control over construction and architectural design and control over the use of the property.

B. **Design Control.** In McNamee v. Bishop Trust Company, Limited,<sup>13</sup> the Supreme Court reviewed decisions from other jurisdictions on the right of a design/architectural committee to impose restrictions on improvements on lots and accepted the role of the community association in design review. Importantly, in McNamee, the Supreme Court expressly stated that the court will not substitute its judgment for the reviewing body of the association in design review.

C. **Use Control.** The right of community associations to control the usage of lots has also been well established in Hawaii’s courts. In Chang v. Magbee,<sup>14</sup> the court recognized the enforceability of use restrictions in covenants prohibiting a boarding house to prevent the use of a lot for a convalescent home. In DeMund v. Lum,<sup>15</sup> the Intermediate Court of Appeals enforced a restrictive covenant requiring lots to be used “as a single-family residence only.”

## III. Defenses.

A. **Waiver/Acquiescence.** In Sandstrom v. Larsen, 59 Haw. 491, 583 P.2d 971 (1978), the Hawaii Supreme Court concluded that the lot owners of the subdivision in question would have had to acquiesce in “substantial and general” violations of the covenant within the restricted area for the doctrine to apply. The Sandstrom court did not expressly elaborate as to what might be considered substantial and general. However, it is illustrative to note that the case involved owners who added a second story to their home in violation of a restrictive covenant and claimed that the presence of five other two story structures in a subdivision which consisted of only thirty lots evidenced an acquies-

cence in and a mutual disregard of violations of the covenant. The Hawaii Supreme Court flatly rejected an argument of abandonment where 1/6 of the lots were in violation because the Court found that the covenant still had meaning (*i.e.*, to protect the neighbor's view).

**B. *Statute of Limitations.*** In Aquarian Foundation v. JOAO Waikiki Park Heights, the Board of Directors had leased lobby area to an entity for office use in 1988 and extended the use agreement in 1993. Aquarian was an owner of a unit and used open lobby area for its members before and after functions. Aquarian sued in 1993 alleging that 1988 agreement violated Chapter 514A, HRS. The Supreme Court noted that owners in condominiums have the right to use common elements subject to the ability of the Board, under certain circumstances, to lease those common elements. If the Board leases the common elements without complying with the law, an owner can sue for injunctive relief. The court characterized the right of owners to use common elements as a "property right" and held that Aquarian was barred as a property owner from suit based on a two year statute of limitations related to claims for compensation for "damage or injury to persons or property." Aquarian was not seeking compensation, it was seeking equitable relief, the right to enforce an injunction. Nevertheless the court relied on a two- year statute of limitations applicable to damage claims.

#### IV. Remedies.

**A. *Injunctive Relief.*** In Sandstrom v. Larsen,<sup>16</sup> the Supreme Court recognized the right of community associations to injunctive relief to enforce covenants. The court wrote:

A basic consideration in the enforcement of restrictive covenants "is that they are enforceable through the equitable relief afforded by an injunction."<sup>17</sup>

The court went further to conclude that the usual "balancing of the equities" was not necessary in enforcement of covenants:

[B]ecause the court is enforcing an established legal right embodied in the covenants, "the relative hardships to the parties has no application to the award of final relief to the plaintiff."<sup>18</sup>

The court also stated that where the violation is intentional, there is no need for the court to consider the damage which will accrue to the defendant:

[W]hen either a deliberate and intentional or an assumed-risk violation of a restrictive covenant is shown, a plaintiff is entitled to mandatory injunctive relief regardless of the relative damage which may ensue from the injunction. Furthermore, it is held that a breach of a restrictive covenant may be enjoined even absent a showing of the amount of damage

which has in fact been caused by that breach<sup>19</sup>

**B. *"Innocent Subsequent Purchasers."*** In Pelosi v. Wailea Ranch Estates, (Pelosi I)<sup>20</sup> the Intermediate Court of Appeals emphasized that there will be no "balancing of equities" where a violation of restrictive covenants is wilful. However, the Pelosi case subsequently was back to the appellate court presenting the "thorny issue" of enforcement of restrictive covenants against subsequent purchasers of the lot in violation. A later court, Pelosi v. Wailea Ranch Estates (Pelosi III), carved an exception for subsequent purchasers. Maui Meadows is a planned community association in Kihei with restrictive covenants barring the use of lots for anything but single family homes. A developer of adjacent property that was landlocked purchased a lot in Maui Meadows and built a roadway and a tennis court to serve a neighboring subdivision (Wailea Ranch Estates). A neighbor sued to force the developer to remove the road and the tennis court. After numerous appeals, the court forced the developer to remove the tennis court but refused to force removal of the roadway because otherwise the new development with lots now owned by third parties would be landlocked. The Supreme Court stated that the equities need to be balanced where a subsequent purchaser who took no action regarding the initial violation is asked to bear the burden of a mandatory injunction. Thus, the court held the equities were in favor of the owner with regard to the tennis court but not the roadway. The Intermediate Court of Appeals had concluded that the owner was precluded by the doctrine of laches from obtaining injunctive relief with regard to the roadway. "Laches" is a defense where there has been an unreasonable delay in bringing suit. Not long after construction began, Pelosi requested information about the construction. The Supreme Court reversed the ICA stating that even if Pelosi had waited a year to file his complaint, because he took steps to try to ascertain what it was the developer was building, his conduct would not bar relief.

**C. *Attorneys Fees.*** Without the right to recover attorneys' fees and costs, a remedy of either injunctive relief, damages or collection of assessment would be of little value to community associations. For that reason, the legislature has expressly recognized that condominium associations and planned community associations are entitled to recover attorneys' fees and costs. HRS Section 514B-144 recognizes the right of condominium associations to recover attorneys' fees and costs for enforcement actions; HRS Sections 421J-10 and 607-14 recognize the right of planned community associations to recover attorneys' fees and costs for enforcement actions. In a recent case, Kaanapali Hillside Homeowners' Association ex rel. Board of Directors v. Doran,<sup>21</sup> the Supreme Court overruled the Intermediate Court of Appeals, by holding that a planned community associa-

tion not covered by HRS Section 421J could nevertheless recover fees under HRS 607-14.

In Schmidt v. Board of Directors of Ass'n of Apartment Owners of The Marco Polo Apartments,<sup>22</sup> the court limited the scope of HRS Section 514A-94 to enforcement actions and refused to award fees or costs for tort claims against an association by an owner.

(Endnotes)

1. 50 Haw. 540, 445 P.2d 109 (1968).
2. *Id.* at 552, 445 P.2d at 118.
3. *Id.* at 552, 445 P.2d at 118.
4. 50 Haw. 540, 555, 445 P.2d 109, 120 (1968).
5. 2 Haw. App. 347, 632 P.2d 298 (1981).
6. *Id.* at 348, 632 P.2d at 297.
7. 59 Haw. 481, 583 P.2d 353 (1978).
8. 90 Haw. 188, 977 P.2d 885 (1999).
9. 59 Haw. 481, 583 P.2d 353 (1978).
10. 5 Haw. App. 336, 342, 690 P.2d 1316, 1321 (1984).
11. *Restatement*, '4.1 Comment a.
12. Wayne S. Hyatt & Susan F. French, *Community Ass'n Law* '1.01 (1998).

13. 62 Haw. 397, 616 P.2d 205 (1980).
14. 45 Haw. 454, 370 P.2d 479 (1962).
15. 5 Haw. App. 336, 690 P.2d 1316 (1984).
16. 59 Haw. 491, 583 P.2d 971 (1978).
17. *Id.* at 499, 583 P.2d at 978.
18. *Id.* at 499, 583 P.2d at 978.
19. *Id.* at 499, 583 P.2d at 978.
20. 10 Haw. App. 424, 876 P.2d 1320 (1994).
21. 114 Hawai'i 361, 162 P.3d 1277 (Hawai'i 2007).
22. 73 Haw. 526, 836 P.2d 479 (1992).

### **Contributing Author**

Joyce Y. Neeley, Esq. is a partner of Neeley & Anderson. She is a member and former co-chair of the Condominium Property Regime Committee of the Hawaii State Bar Association. She was also a member of the Blue Ribbon Condominium Law Recodification Advisory Committee and former President of the Hawaii Chapter of Community Associations Institute, a national non-profit organization. Ms. Neeley has published numerous articles on issues related to community association law and is a frequent lecturer on the topic at local and national seminars.

## **2009 Real Estate Commission Schedule**

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

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

Wednesday, January 14, 2009

Wednesday, February 11, 2009

Wednesday, March 11, 2009

Wednesday, April 8, 2009

Wednesday, May 6, 2009

Wednesday, June 10, 2009

Friday, January 30, 2009

Friday, February 27, 2009

Friday, March 27, 2009

Friday, April 24, 2009

Friday, May 29, 2009

Friday, June 26, 2009

All meetings will be held in the Queen Liliuokalani Conference Room of the King Kalakaua Building, 335 Merchant Street, First Floor, Honolulu.

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. This material can be made available to individuals with special needs. Please contact the Executive Officer at 586-2643 to submit your request.

# Mediation Case Summaries

## Mediation Services of Maui (MSM)

Between April 2008 and June 2008, MSM conducted a total of six (6) cases involving condominium disputes; all six (6) were closed.

<u>Parties</u>	<u>Complaint</u>	<u>Disposition</u>
Owner vs. BOD	Damage to unit caused by sprinklers.	No mediation
Owner vs. BOD	Interpretation of Bylaws and changes to common elements	No mediation
Owner vs. BOD	Alleged breach of fiduciary duty	No mediation
Owner vs. BOD	Question of whether certain structures were in compliance with bylaws	No mediation
Owner vs. BOD	Request by board for owner	Conciliated by parties to remove a fence prior to mediation
BOD vs. Owner	Non-payment of maintenance fees	Board did not follow up on mediation request

## Mediation Center of the Pacific (MCP)

Between April 2008 and June 2008, MCP conducted a total of six (6) condominium-related mediation cases.

BOD vs. Owner	House rule violation, unauthorized flooring in unit	Mediated, no agreement
Owner vs. BOD	Interpretation of declaration for use of limited common element	Closed, BOD declined mediation
Owner vs. BOD	Alleged unequal enforcement of house rules	Mediated agreement
Owner vs. BOD	Dispute over interpretation of declaration	Closed, BOD declined mediation
Owner vs. BOD	Enforcement of house rules regarding noise	Closed, BOD declined mediation (3 <sup>rd</sup> party not participating)
BOD vs. Owner	Violation of bylaws	Closed, withdrawn

## Kaua'i Economic Opportunity, Inc. (KEO)

KEO reported one (1) case opened and closed without mediating between April and June 2008.

Owner vs. Owner	Interpretation on house rules regarding common areas and pets	Closed, no mediation
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## Regulated Industries Complaints Office (RICO)

RICO reported one (1) case opened and closed without mediating between April and June 2008.

Board vs. owner	House rule violation	No mediation
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No condominium mediation cases were reported by the Kuikahi Mediation Center and West Hawaii Mediation Center.



# REAL ESTATE COMMISSION

## 2008 RENEWAL WORKSHOPS

The Real Estate Commission's goal is to make this a successful renewal for the real estate licensees. The renewal workshops are one of the key elements to meet the goal. The workshops provide an opportunity for all real estate licensees, especially brokerage firms, to receive assistance with renewal applications through self-help sessions. Staff will discuss the renewal process, the applications, and red-flag areas with attendees. **The workshops will also include a Specialist of the Day to answer condominium and other real estate questions not related to licensing renewals.** The workshops will begin promptly and will continue until there is no more demand. The open workshops are as follows:

<b>Maui</b>	REALTORS Association of Maui, Inc., 441 Ala Makani Pl., Kahului October 20, 2008	9:30 a.m. – 12:30 p.m.
<b>Kona</b>	Kona Board of REALTORS, 74-5620 Palani Court, # 106, Kailua-Kona October 28, 2008	9:30 a.m. – 12:30 p.m.
<b>Oahu</b>	Honolulu Board of REALTORS, 1136 12 <sup>th</sup> Avenue, Holomua Room, Honolulu November 10, 2008	9:30 a.m. – 12:30 p.m.
<b>Kauai</b>	Kauai Board of REALTORS, 4359 Kukui Grove, Suite 103, Lihue November 13, 2008	9:30 a.m. – 12:30 p.m.
<b>Oahu</b>	DCCA, King Kalakaua Building, Real Estate Branch, Room 333 335 Merchant Street, Honolulu November 17, 2008	9:00 a.m. – 11:00 a.m.
<b>Hilo</b>	Hawaii Island Board of REALTORS, 26 Waiuanuenue Avenue, Hilo November 19, 2008	9:30 a.m. – 12:30 p.m.

Completed applications with payment checks will be accepted at the workshops. No cash payments will be accepted. Note: There are other scheduled workshops, which are not included above that have been arranged with brokerage offices or other organizations.

This material can be made available for individuals with special needs. Please call the Supervising Executive Officer at 586-2643 to submit your request.

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